



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, MAY 25, 2021  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R21-32

NEXT ORD. NO.  
O21-04

**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 the Minutes of May 11, 2021.

**Correspondence**

2. Beartooth RC&D May 2021 Correspondence
3. Reappointment Letter for Ron Benner to the City-County Planning Board.

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

**Consent Items**

**NOTICE TO THE PUBLIC**

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

4. Claims entered through May 21, 2021.
5. Approval of Payroll for PPE 5/16/2021 totaling \$193,827.66.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

6. Budget/Finance Committee Minutes of April 27, 2021.
7. Library Board Minutes of March 9, 2021.
8. Library Board Minutes of April 13, 2021.
9. Park Board Minutes of May 6, 2021.
10. Public Works Committee Minutes of April 19, 2021.

### **Audience Participation (Three-Minute Limit)**

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

### **Scheduled Matters**

- [11.](#) Resolution No. R21-32: Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-09138.
- [12.](#) Resolution No. R21-33: Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-03048R.
- [13.](#) Resolution No. R21-34: Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Sewer Fund To Prepay And Retire DNRC Loan SRF-10234.
- [14.](#) Resolution No. R21-35: A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection
- [15.](#) Resolution No. R21-36: A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 8 Relating To Fire Protection.
- [16.](#) Resolution No. R21-37: A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 5, Said Agreements Relating To Fire Protection
- [17.](#) Resolution No. R21-38: A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.
- [18.](#) Resolution No. R21-39: A Resolution Approving Agreements Between The City Of Laurel And The Laurel Urban Fire Service Area ("LUFSA") Said Agreements Relating To Fire Protection
- [19.](#) Resolution No. R21-40: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With True North Contracting For The Supply And Installation Of Asphalt For A City Project.
- [20.](#) Resolution No. R21-41: Resolution Awarding Western Municipal Construction The Contract For The City Of Laurel's 5th Avenue Waterline Re-Route Project And To Authorize The Mayor To Sign All Documents Relating To The Project On The City's Behalf.
- [21.](#) Resolution No. R21-42: A Resolution Of The City Council Authorizing The Mayor And City Clerk To Sign A Memorandum Of Understanding With Yellowstone County To Share Project Costs For City/County Streets And Roads.
- [22.](#) Resolution No. R21-43: Resolution Awarding Cop Construction The Contract For The City Of Laurel's Yellowstone River Water Crossing Project And To Authorize The Mayor To Sign All Documents Relating To The Project On The City's Behalf.
- [23.](#) Resolution No. R21-44: A Resolution Approving Amendment No. 1 To The Previously Approved Task Order Authorizing Kadrmas, Lee & Jackson, Inc. To Provide Additional Services For The City Of Laurel's H2s Remediation Improvements Project.
- [24.](#) Resolution No. R21-45: A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The City Capital Improvements Plan (CIP).
- [25.](#) Resolution No. R21-46: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Canyon Electric For Electrical Work For The City's Building Commonly Known As "Jaycee Hall" Located In Riverside Park.
- [26.](#) Resolution No. R21-47: A Resolution Of The City Council Authorizing The Release Of Funds From The Tax Increment Financing District Fund For Façade Improvements And Building Repairs For The Property Located At 221 West Main, Laurel Montana.

## **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 the Minutes of May 11, 2021.



# MINUTES OF THE CITY COUNCIL OF LAUREL

May 11, 2021

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:31 p.m. on May 11, 2021.

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

COUNCIL MEMBERS ABSENT: Don Nelson

OTHER STAFF PRESENT: Karen Courtney, Building Official/Code Enforcement Officer

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

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

## MINUTES:

Motion by Council Member McGee to approve the minutes of the regular meeting of April 27, 2021, as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

Motion by Council Member Stokes to approve the revised minutes of the regular meeting of February 9, 2021, as presented, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

## CORRESPONDENCE:

- Fire Monthly Report – April 2021
- Police Monthly Report – April 2021
- Ambulance Monthly Report – April 2021
- Building Department Monthly Report – April 2021
- 2021-2025 Draft Statewide Transportation Improvement Program Correspondence
- Pat Kimmet Resignation Letter – Emergency Services Committee

Mayor Nelson declared the vacancy on the Emergency Services Committee with the resignation of one of its members.

**COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS:** None.

## PUBLIC HEARING:

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

Mayor Nelson stated this is the time and place set for the public hearing on the City of Laurel's • An Ordinance Amending Certain Chapters Of Title 15 of the Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings, And Construction.

Mayor Nelson opened the public hearing and asked Staff to present the item.

Karen Courtney, Building Official/Code Enforcement Officer, stated this is again Title 15. They did clean up some of the languages. We had several items in here that were stated in other titles that we have already adopted, such as the display of addresses. We also needed to make sure we updated out dangerous structure information as that was from an old code that so no longer in publication. We

Council Minutes of May 11, 2021

updated references in further regulations with dealing with trailer courts and a floodplain to get all of those up to grade as the ones previously referenced were no longer in existence. Just a lot of clean-up work trying to get everything up to code and make sure we are staying nice and smooth and not have conflicting ordinances throughout different portions of our codes.

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

Mayor Nelson asked three (3) times if there were any proponents. There were none.

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

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

Mayor Nelson closed the public hearing.

#### **CONSENT ITEMS:**

- **Claims entered through May 7, 2021.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of June 2020.**
- **Clerk/Treasurer Financial Statements for the month of July 2020.**
- **Clerk/Treasurer Financial Statements for the month of August 2020.**
- **Approval of Payroll Register for PPE 5/2/2021 totaling \$205,114.91.**

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

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

#### **CEREMONIAL CALENDAR:**

- **Poppy Day Proclamation**

Mayor Nelson read the Poppy Day proclamation declaring May 28, 2021, as Poppy Day.

#### **REPORTS OF BOARDS AND COMMISSIONS:**

- Library Board Minutes of January 12, 2021.
- Library Board Minutes of February 9, 2021.
- Tree Board Minutes of April 15, 2021.
- City/County Planning Board Minutes of April 21, 2021.
- Laurel Urban Renewal Agency Minutes of March 15, 2021.
- Laurel Urban Renewal Agency Minutes of April 19, 2021.

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

#### **SCHEDULED MATTERS:**

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

Motion by Council Member Herr to approve Resolution No. R21-28, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

Motion by Council Member Wilke to approve Resolution No. R21-29, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

Motion by Council Member Klose to approve Resolution No. R21-30, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

Motion by Council Member Sparks to approve Resolution No. R21-31, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

Motion by Council Member Eaton to adopt Ordinance No. O21-03, seconded by Council Member McGee. There was no public comment.

Council thanked the Building Official/Code Enforcement Officer for being open and honest while moving through these ordinances. They also thanked her for her hard work on this ordinance.

A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Klose, Stokes, McGee, and Eaton voted aye. Motion carried 7-0.

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

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

#### **COUNCIL DISCUSSION:**

Public Works Committee's next meeting will be held Monday, May 17, 2021, at 6:00 p.m. in Council Chambers. The Committee Chair asked if any Council Members had any items that needed to go to the Public Works Committee meeting to send it to her so she could add them to the agenda.

There will be a "Meet and Greet" event for the new K-9 Unit on Saturday, May 15<sup>th</sup>, from 1:00 p.m. to 5:00 p.m.

Cemetery Commission's next meeting will be held Tuesday, May 18, 2021, at 5:00 p.m. in Council Chambers.

#### **MAYOR UPDATES:**

Mayor Nelson announced all the vacancies that need to be filled on various Boards, Committees, and Commissions. Those interested in serving on any Board, Committee, or Commission need to submit a letter of interest.

**UNSCHEDULED MATTERS:** None.

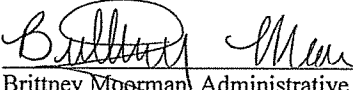
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Council Minutes of May 11, 2021

**ADJOURNMENT:**

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

There being no further business to come before the council at this time, the meeting was adjourned at 6:59 p.m.

  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

\_\_\_\_\_  
Thomas C. Nelson, Mayor

Attest:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

**File Attachments for Item:**

2. Beartooth RC&D May 2021 Correspondence

**Community Leaders' Joint Planning Session**  
**"Charting our Community and Economic Development Future Together"**

**Outcomes:**

- *Economic development organizations, board members and elected officials share key priorities, hear commonalities and gather in a sense of "community"- "public spirit."*
  - *Identify three top priorities the six partner organizations can and should work on together to make the most impact*
  - *Create 3 coalitions, 1 for each identified top priority, with a diversity of signed support from attendees as well as a list of additional needed players.*
- 

**May 20, 2021**  
**7:15 AM to 9:00 AM**  
**MSUB—Glacier Room**

**Agenda**

**7:15 AM—Breakfast/Welcome and Purpose—Karen**

- Why are we here?
  - The English-language word "community" comes from the Latin *communitas* "public spirit" (from Latin *communis*, "common")
  - Economic Response and Recovery guidance-to work together on a select list of priorities.
  - Acknowledge the power in the room and how much we could achieve if we work together (exponential growth, trust, leadership, community)
- Placement: what we want to get out of the next hour and a half and how we are going to get there (share desired outcomes and agenda)

**7:25 AM—First Session- "Understanding our Respective Priorities" (sharing by Chamber, BSED, City, County, DBA and Beartooth)**

- Rapid Fire Priority Sharing- 1 slide per org., 3 minutes per slide. -18 minutes
- Share commonalities: What shared priorities do we have? -5 minutes (Steve/Katy)

**7:50 AM—Second Session-Table Top Dialogue-Top Three Common Priorities (identify three "must do priorities" together)**

- Top-Three
  - Table Top Dialogue (30 minutes)
    - What would success mean for our community?-how would we know we've been "successful?"-what would we see, hear, feel, etc.? 15 minutes
    - What are the top three common priorities, if done together, would make the most positive impact- 15 minutes

- Report Out (25 minutes)
  - Polling-each table submits their top three priorities (in a word/phrase: i.e. Housing, Downtown Development, Public Safety, etc.)- 5 minutes
  - Debrief “priority word art”-open dialogue-“what do you see? What surprises you? What is affirming?” - 20 minutes

8: 45 AM—Third Session—Aligning Priorities and Support (10 minutes)

- Create Coalitions -8 minutes
  - Attendees are instructed to take their colored-post it with their name on it and go stick it on one of the Three Top Priorities
    - Pay attention to the colors of post it notes and intentionally “color” each priority ensuring the coalitions are diverse.
    - Write down names of people not in attendance who need to be invited to the coalition
- Eco Devo Commitment -2 minute statement
  - Next steps-Eco Devo organizations will gather and commit to gathering each coalition within the next 30 days to move this priority forward in “community.”

9:00 AM--Adjourn

Notes for room set up:

- Attendees will each be given a colored post it when they enter the room. They will be instructed to utilize their post it when locating a seat-“find a seat at a table with different colors, no “all red” tables.”
- While attendees are arriving, all 6 eco devo orgs’ mission/vision statements will be on rotating slides
- Three large easel size paper will be stuck on the wall (for three top priorities)
- Room will be arranged with circle tables-6 chairs per table.
- During the Second Session, 6 eco devo leaders and staff will divvy themselves up and join the tables-to listen, provide answers to questions, take notes, etc.

## **Beartooth RC&D Area, Inc.**

### **Board of Director's Meeting Agenda**

May 20<sup>th</sup> 2021 1:00 P.M. – Columbus Fire Hall

944 Pike Avenue Columbus, MT

Conference Number-605-475-5900 Access code 8472365



1:00 pm	<b><u>Meeting Called to Order</u></b>	Chair	
	<b>Pledge of Allegiance, Introduction of Members and Guests</b>	Chair, All	
	<b>Review March Board Minutes</b>	Chair, All	Action
	<b><u>Congressional Updates</u></b>		
	Maddie Alpert (Sen. Tester)		
	Tory Kolkhorst (Sen. Daines)		
	Vacant (Rep. Rosendale)		Information
	<b><u>Treasurer/Financial Reports</u></b>		
	1. Treasurer Update	Knutson	Information
	2. RC&D Financials	Knutson	Action
	3. RLF Financials	Knutson	Action
	4. De Federalization of RLF Funds	Knutson	Action
	<b><u>Executive Committee</u></b>		
	1. Executive Committee Activity Report	Van Ballegooyen	Information
2:30 PM	<b><u>Deb Brown-EDA Grant Update</u></b>	Simonson	Information
	<b><u>Department of Energy Rare Earth Mineral Research</u></b>	Simonson	Information
	<b><u>Joliet Funding Request</u></b>	Simonson/ Ringer	Action
	<b><u>Staff Reports – Program/Project updates</u></b>		
	1. Food/Ag Program – Joel Bertolino	Bertolino	Information
	2. Revolving Loan Fund – Jillann Knutson	Knutson	Information
	3. Economic Development/ CRDC – Steve Simonson	Simonson	Information
	4. Operations Support- Myrna Lastusky	Lastusky	Information
	<b><u>Regional Roundup</u></b> – <i>News and updates from regional members on projects and activities in key CEDS categories.... (see topics on next page)</i>	Roe et al	Information
	<b><u>Next Beartooth RC&amp;D Area, Inc. Board of Directors Meeting</u></b>		Information
	<b><i>July 15th, 2021 - Joliet Luncheon</i></b>		
	<b>Adjourn- Tour of Becky's Berries new Processing Facility</b>		



## Regional Roundup

Our goals for the Roundup are to find out what's happening in the area, keep the conversations focused, inform the others attending the meeting, and to tie it all back to and reinforce the importance of the CEDS. Please help us identify the projects in their area that fit into our CEDS categories:

- Infrastructure
  - Housing
  - Transportation
  - Broadband
- Economy
  - Upturns or downturns in industry sectors
  - New business openings (or closures)
- Communication
  - Marketing and outreach
- Services
  - Health care
- Natural Resources
  - Agriculture
  - Energy
- Human Capital
  - Workforce
  - Education

**NOTES:**

[illegible]

## **Beartooth RC&D Area, Inc. Board of Director's Meeting MINUTES March 18th, 2021**

### **Agenda**

1:00 pm	<b><u>Meeting Called to Order</u></b>	Chair	
	<b>Pledge of Allegiance, Introduction of Members and Guests</b>	Chair, All	
	<b>Review November Board Minutes</b>	Chair, All	Action
	<b><u>Congressional Updates</u></b>		
	Maddie Alpert (Sen. Tester)		
	Tory Kolkhorst (Sen. Daines)		
	Vacant (Rep. Rosendale)		Information
	<b><u>Treasurer/Financial Reports</u></b>		
	5. Treasurer Update	Knutson	Information
	6. RC&D Financials	Knutson	Action
	7. RLF Financials	Knutson	Action
	8. De Federalization of RLF Funds	Knutson	Action
	<b><u>New Board Members</u></b>		
		Van Ballegooyen	Action
	<b><u>Executive Committee</u></b>		
	2. Executive Committee Activity Report	Van Ballegooyen	Information
	3. Board Training <a href="https://nextmoveondemand.com/ed-101-training-for-newly-elected-officials-board-members/?purchased=true">https://nextmoveondemand.com/ed-101-training-for-newly-elected-officials-board-members/?purchased=true</a>	Van Ballegooyen	Information
	SSimonsonNMG2021		
	<b><u>CEDS</u></b>	Simonson	Information
	<b><u>Staff Reports – Program/Project updates</u></b>		
	5. Food/Ag Program – Joel Bertolino	Bertolino	Information
	6. Revolving Loan Fund – Jillann Knutson	Knutson	Information
	7. Economic Development/ CRDC – Steve Simonson	Simonson	Information
	8. Operations Support- Myrna Lastusky	Lastusky	Information
	<b><u>Regional Roundup</u></b> – <i>News and updates from regional members on projects and activities in key CEDS categories.... (see topics on next page)</i>	Roe et al	Information
2:30 PM	<b><u>Next Beartooth RC&amp;D Area, Inc. Board of Directors Meeting</u></b>		
	<b><i>May 20th, 2021 - Columbus or Potential Zoom</i></b>		Information
	<b>Adjourn</b>		

## **ATTENDANCE**

### **Members Present:**

Joel Bertolino, BRCD  
Jillann Knutson, BRCD  
Steve Simonson, BRCD  
Myrna Lastusky, BRCD  
Ryan Van Ballegooyen, Billings Job Service  
Jeff McDowell, Two Rivers Authority  
Bill Foisy, City of Red Lodge  
Heidi Sparks, Laurel City Area  
Lorene Hintz, Big Sky EDA  
Molly Bell, Sen. Tester's Office  
Barb Wagner, Yellowstone Conservation District  
Melanie Roe, Sweet Grass County  
Holly Higgins, First Interstate Bank of Hardin  
Scott Miller, Carbon County  
Don Jones, Yellowstone County  
Steve Riveland, Stillwater County  
Marvin Carter, City of Laurel  
Heather Ludtke, Guest from Town of Bridger

### **Meeting Called to Order**

### **Pledge of Allegiance**

### **Introduction of Members and Guests**

- Heather Ludtke – potential Board member from Bridger
- Molly Bell, welcome back from maternity leave!

### **Review January Board Minutes**

- Jeff McDowell motioned to approve the minutes, Lorene Hintz seconded, motion carried.

### **Congressional Updates**

Molly Bell (Sen. Tester's Office):

- Large Rescue package just passed Congress.
  - Extension of UI benefits and stimulus payments
  - Extended PPP loans, IDLE Loans
  - About 1.3 billion for State of MT and local governments
  - \$382 million for MT schools
  - Includes some money for farmers & ranchers (topline is \$3.8 billion but unsure how much is going to MT).
    - USDA will have grants for small and mid-size farmers and processors.
    - Working out specifics & how to distribute.
  - Specific grant for restaurants – about \$25 million.
  - Live venues can apply for some relief funds.
  - Money for State's small business credit initiative.

- Extra money for vaccine distribution. Sen. Tester has pushed to make sure MT gets its fair share, and we are.
- Holly: Has March 31 PPP deadline been extended?
  - Molly isn't sure, but more money has been added, so they will likely adjust deadline. Molly will look into it.
- Steve: Any numbers on what money for counties will be?
  - Molly will try to get this.
- Holly: The loans that will be forgiven at 120% - are those on FSA direct loans or FSA guaranteed loans? Any more information on that?
  - Molly will look into that for Holly.
- Can also contact Molly if you have questions.

### **Treasurer/Financial Reports**

9. Treasurer Update
  - a. Pg. 15 in packet – Beartooth Books. Plenty of money in both checking and savings account. We are where we need to be at this part of the year.
  - b. Contractual Expense = part of the Audit fee
  - c. Pg. 16 – RLF Books
    - i. Plenty to lend – getting more payoffs than loans right now.
    - ii. 1 loan (\$200K) approved for spring is ahead of schedule.
10. De-federalization of RLF Funds – need a motion for this
  - a. Jillann has begged for this for years. See p. 16 bank balances – Bank of Joliet EDA line item: this was a \$125K loan we started in 1994, we matched with \$83K. Have reported on this quarterly since 1994 & EDA requires that we do training once a year – flying out of MT, staying at hotels, etc to do training on a grant that is 27 years old.
  - b. They have a process that we can now de-federalize that money.
  - c. The money will remain in the fund to be loaned out.
  - d. Everything will remain the same except for the reporting – a great step by EDA to encourage people to apply for funding.
  - e. Jillann will need to give them about 12 things to meet their requirements, including the Board approval to de-federalize.
  - f. Lorene Hintz motioned to de-federalize the loan, Jeff McDowell seconded. Motion carried.
  - g. Ryan: Can we put it into the same account as others? Jillann says no – other agencies won't allow that.
11. Approval of the RLF Financials & BRC Financials: Ryan Van Ballegooyen motioned, Melanie Roe seconded. Motion carried.

### **New Board Members**

- Charli Smith from Big Timber joined us for our last meeting. Would like to invite her to be a special appointment on the Board since she represents Chamber & Economic Development in Big Timber/Sweet Grass County.
  - Melanie Roe motioned to approve Charli, Scott Miller seconded. Motion carried.

### **Executive Committee**

4. Executive Committee Activity Report
  - a. Discussed what next Board meeting would involve.
  - b. When to have in-person meetings again.
  - c. Addition of special appointment (Charli Smith).
  - d. Steve discussed that CEDS comes due one year early (2022). Also discussed Broadband & potential Economic Development Director in Big Horn County.

- e. Legislative updates: Things that might impact the BRCD region economically/legally.
  - i. Joel said that program funding has been going well so far.
  - ii. \$350 million will be dedicated to Broadband/internet improvement in MT.
    1. Ryan said this is huge for MT. Many opportunities for companies/employees.
  - iii. Bill regarding outfitters and how it could impact the hunting economy.
    1. Melanie said the local guy who was sponsoring it pulled out.
  - iv. Ryan: Unemployment Insurance – 80% of people are probably better off than they ever have been with stimulus packages.
    1. Unemployment rates in many parts of MT are approaching pre-pandemic levels.
    2. Legislators working on cleaning up unemployment fraud – which is a big issue. A bill is on the table to help decrease fraud and clean up the system.
  - v. PPP updates
- f. Steve has a training opportunity for interested Board members:
  - i. ED101 Board Training <https://nextmoveondemand.com/ed-101-training-for-newly-elected-officials-board-members/?purchased=true>
    1. Login: [ssimonson@beartooth.org](mailto:ssimonson@beartooth.org)
    2. Password: SSimonsonNMG2021

#### **CEDS: Steve Simonson**

- CEDS = Regional planning document for 5 counties we serve.
- EDA put us on a fast-track so all MT EDs are renewed at the same time.
- Need to update the planning document by end of 2022.
- We need your input for any county/local planning you have been doing.
  - Note the CEDS topics, e.g. Affordable Housing, and give input
- Joel: CEDS is our guiding document for BRCD, required by US Dept. of Commerce & EDA. Provides us with a vision for the future. Try to encapsulate the 5 areas of the economy.
  - It's an opportunity for communities to point out anything in the next 5-year cycle that we should pay attention to – things that could help them.
- Ryan: said it's helpful as a support to communities as they write grants & do their own planning.
- Big Sky Trust Fund application (for example) – some energy requirements were captured in the CEDS and made it easier to add to the application.

#### **Staff Reports – Program/Project updates**

##### **9. Food/Ag Program – Joel Bertolino**

- a. P. 17 – new format
- b. Capture the number of new businesses and clients, and number of hours worked with them.
- c. Brief outline of new projects
  - i. Joe Murdoch-Lodge Grass. Raises sunflower & safflower. Wants to bag it and sell.
  - ii. JWK Enterprises – raise beef near Busby. USDA Value-Added Producer Grant. She is almost done with the application. Looking for more money to get started. In 2<sup>nd</sup> year. Good app.
  - iii. F-Bar-3 Vineyard – Growth Through Ag applicant in the final round. Great project outside of Laurel – look up on Facebook. Harvesting grapes near Laurel.
- d. Value-Added Producer Grants
  - i. Extended the deadline to May 4<sup>th</sup>.
  - ii. Doubled the amount of budget & increased staffing. Want to get money out to people who need it.
  - iii. Reduced match money to 90-10. Can also use more in-kind contributions.
  - iv. 2 or 3 others interested in finalizing applications.
- e. RFP for funding for Food & Ag Center – putting together for Dept. of Ag.
  - i. 6-week process to put that all together.

- f. Meat processing Infrastructure grants
  - i. Construction part is taking longer & costlier than expected.
- g. Pryor Wind Farm Project
  - i. Getting close to turning on turbines
- g. RCPP Grant – final documents in packet & attachments on the economic impact of the grant in 3-county area (BHC, Carbon, and Yellowstone). Worked with Miller-Coors and Western Sugar. Created over \$2 million in economic output in the region. Great NRCS Conservation Districts project. Took a lot of acreage and added a lot of economic impact.

**5. Revolving Loan Fund – Jillann Knutson**

- a. Pryor Mountain Wind Farm: down to 3 campers on Jillann's property, about 20 workers onsite. Looking at mid-May for completion now. They have hired the 10 permanent workers (4 in Bridger).
- b. Wildflower Weddings – loan written in 2014, they defaulted right away. Going through legal process of unwinding that payoff. Able to capture the full principal, 7 years of interest, and legal fees. \$120K loan; they paid out \$180K.
- c. Stillwater County grants to small businesses. Awarded 77 businesses (of 99 apps) that had complete applications. \$2,857 grant to each business who qualified. Checks went in the mail on Monday. Kudos to Stillwater County for this. They also gave BRCD \$1500 to administer the program.
  - i. Source of the funds came out of the Metal Mine Economic Dev. Fund (per Steve Riveland).
- d. Encouraged by how many people want to start businesses. Struggling to get money OUT because people are waiting to see what grant money will be coming, as well as stimulus dollars. People want to be given the money rather than borrowing.
- e. Encourage everyone to get paperwork in for PPP loan forgiveness – if they don't get that in, it has to be repaid! Jillann has reached out to clients.

**6. Economic Development / CRDC – Steve Simonson**

- a. P. 21
- b. 3 legs of the stool – affordable housing, targeted economic recovery, and general economic recovery – all are going well.
- c. Housing is much less affordable due to an increase in constructions costs. Wages are not keeping up. Concern in all the counties. Myrna & Steve were on a call again this morning with Dept. of Commerce and Big Horn County.
- d. Big Horn County Economic Director position – 3-year grant application submitted to build capacity within the county for economic development and housing. It was a lot of work to get across the finish line.
- e. Carbon County – Scott Miller & Steve working on Bridger Senior Center repairs. Engineering drawings submitted last week.
- f. Pryor Mt Wind Farm project – maybe a tour of that this summer for the Board.
- g. Big Sky Trust Fund letters of support.
- h. Pea Cannery owners – working on building and transition. Hope to hear something by April 1.
- i. Stillwater County mini-grants – helped review with ED committee.
- j. Approved for BSTF grant for feasibility study of repurposing Sandstone School in Absarokee. Targeted Brownfields Assessment underway.
- k. Rapelje students took 3<sup>rd</sup> place in statewide MT Chamber of Commerce Business Plan study. They won last year.
- l. Sweet Grass County:
  - i. Melanie: Sibanye-Stillwater Mine: Progressing with expansions. Expanding tailings pond & other odds & ends. Depends on price of metals. Everything is on track. 50 new employees coming - but nowhere to live here!
  - ii. Possible housing development on east side of town – Steve is meeting with them in April.
- m. Yellowstone County:
  - i. Meet on bi-weekly basis with economic recovery team.
  - ii. Approved for BSTF grant for feasibility study on Laurel West Interchange.

- iii. S2A Modular Homes – possible project; meeting with them next week.
  1. Could produce 500 homes, 250 jobs - \$70K per job.
  2. We have a need for 1400 new homes per year in Yellowstone County. That was before the new medical school, which brings another 700 homes on top of that.
  3. Huge hole in housing across the region.
  4. This would be a great help to the housing needs in the area. Payback is 2 years. \$20 million upfront investment, but \$20-\$50,000 per home net profit level. Labor force & materials will be an issue.
    - a. Little Big Horn College put in a trades program recently. Started with 13 and are down to 4. We need workers!
- iv. Affordable Housing Conference May 18-19. If anyone is interested in being part of that, Myrna can register you under the BRCD registration.

#### 7. Operations Support- Myrna Lastusky

- a. Primarily assisting Steve in his work.
- b. Bozeman Trail work
  - i. Working with group of regional people to find economic & recreational opportunities in the region.
  - ii. Many new contacts for this. 2<sup>nd</sup> meeting is Mar. 19<sup>th</sup>
  - iii. Steve mentioned that there is NO risk to landowners and their rights. Please spread the word on this!
- c. Assisted Steve on RCDI grant app.
- d. Lots of communications!

**Regional Roundup:** Report on what is happening in your area & also ask for help/advice on anything on this list.

- Infrastructure: Housing, Transportation, & Broadband
- Economy: Upturns or downturns in industry sectors & New business openings (or closures)
- Communication: Marketing and outreach
- Services: Healthcare
- Natural Resources: Agriculture & Energy
- Human Capital: Workforce & Education

Ryan:

- Unemployment numbers are at almost pre-pandemic levels.
- Job postings are through the roof – 2,000 just in Yellowstone County.
- Some people getting stimulus money that may choose not to go back to work because they are getting extra money. That money is also supporting some people who *can't* go back.
  - Keep discussing this with people – that the extra money won't always be available, and what will you do then? Make a move before jobs disappear.

Melanie – Sweet Grass County update:

- Entrepreneurs and ranchers trying to take product into niche markets.
- Discussion with commissioners on how to spend the stimulus money – not sure what rules & parameters will be. Having some Town Hall meetings to see what constituents think.
- MT DOT is putting Rapelje Road up for bid – may bring more people to town. Still nowhere to live.
  - Put gravel on 23 miles of dirt road & hope to fix some other county roads
- Civic Center had big fundraiser – almost \$500K raised to replace the floor, put in new baskets, fix the bleachers, etc.

Lorene Hintz, Big Sky EDA:

- Doing Road Map training.

- Doing a Pitch Competition – 6 business startups and 8 investors involved.
- Working on a documentary with some CARES Act money – hope to partner with BRCD on that. Upcoming meeting with Steve to discuss that.

Steve Riveland, Stillwater County:

- Redirection on facility's capital improvement project. Different approach to what that plan looks like.
- Working on other grants/funding for county roads & other programs.
- Business as usual.

Bill Foisy:

- Carbon Area Rural Transit project (CART) – has been fully operational for a month.
  - 1 vehicle
  - 3 days a week
  - Doing great – taking people to clinic, pharmacy, Covid shots, etc.
  - Will start making trips to Billings once per week.
  - Funded by MT DOT and MT Healthcare Foundation.
- MDT doing Hwy 212 between Roberts and Red Lodge
  - Starts in 2022
  - Running fiber along is an issue
- Flashes on Broadway closed – was there 50 years. Owner retired.
  - Grizzly Peak Outdoors moved in (Red Lodge Mountain).
- City Planning Board approved design for HS trade school/tech center.
- City Council approved bid for \$1.7 million for new city pool.
- A couple of local tourism grants that are pending – waiting for State to announce.
- Historic preservation grants at state level – 80 apps for redevelopment projects, only funding 15.
- Red Lodge Mountain fully open and will be for another 2 weeks.
  - Typically have 150-day season at the Nordic Center. Only open about 50 days due to snow deficiency.
  - Snow is half-melted in Red Lodge.

Holly Higgins:

- Shipton's opened on March 1<sup>st</sup> – very busy, good addition to Hardin.
- Hospital wants to do improvements to long-term care/assisted living facility.
- Meat Processing plant that Caleb Scott bought - have someone that used to work at IGA as a butcher.

Jeff McDowell:

- Nothing to add - Holly hit the high points.

Barb Wagner – Yellowstone Conservation District:

- April 30<sup>th</sup> is annual Arbor Day tree giveaway. Giving away 600 trees.
- Zoo Montana is planning new waterfowl exhibit. Hoping to finish by fall.
- Lake Elmo has done their water drawdown and working on AIS solutions. Going well.
- Working on Realtors Education Workshop to educate realtors as they sell land to new owners on a stream or the river – make them aware of 310 laws and other issues they need to be aware of. Hope to be ready to do those in June/July when things open up.
- Audubon Center & Community Gardens: Doing education workshops on pollinators and conservation methods.
- Many 310 permits and applications. Approved 6 of those.
- Busy spring and will get even busier!

Scott Miller, Carbon County:



- Broadband is a big deal here – need to get it to farmers/ranchers. Thanks for BRCD's hard work on that.
- Chance Bridge – start in 2023. Doing an Open House at Belfry High School. Over \$1 million. It has taken a long time to get DOT down here, so this is a big deal.
- Road project on 212 – everything is moving forward.
  - Small issue with a property that has a spring/pond. Making sure the property is being taken care of correctly due to the pond.
  - Lot of people moving in, including Amish, so we need to get this project done to keep everyone safe.
- Big Sky Rail Authority coming into southern part of MT. Resolution for us to go into that Authority (Carbon will be the 13<sup>th</sup> county & this will happen in April – Scott will be on Board).
  - Only county to go north & south). \$2.9 billion for Amtrak. MT Rail will be host of it. Sen. Daines & Tester are part of it.
  - 3-5 years before it's done.
  - Will not go through Big Horn because they're not part of the Rail Authority.
  - Want to put depot in Bridger – create some jobs.
  - Will not cost taxpayers in Carbon County any money.
- Carbon County Detention Center
  - 50-53 beds
  - \$19 million
  - 20-25 jobs
  - Going to MT legislation & asking for Covid money
  - Bond/levy vote in August
  - Good support from federal entities and counties who want to be part of it/rent beds.
- Revamping road crew management – changing how commissioners run the 3 road crews. Hope to put a supervisor over the 3 road crews.
- Thank you, Steve, for your work at Bridger Senior Center. Hope to finish it in next couple months so the senior citizens can finally get back together.

Heidi Sparks:

- Infrastructure projects in Laurel
  - Storm water study on south side of Laurel – part of bigger picture.
  - Hoping to re-do West Railroad Street (from 8<sup>th</sup> to 1<sup>st</sup>).
  - Many other little infrastructure projects with water system – new reservoir in next 3-5 years.

Next Beartooth RC&D Area, Inc. Board of Directors Meeting:  
May 20th, 2021 in Columbus (or Potential Zoom)

Meeting adjourned at 2:28 p.m.

Beartooth Books- Reporting Ending February 2021			
	Budgeted	Actual	% of budgeted
<b>Income</b>			
AG-FOOD AND AG CENTER	85,007	17,961	21%
AG-MCDC	1,000	0	0%
BOARD - EDA SPONSOR DUES	55,907	42,389	76%
BOARD-INTEREST INCOME	400	10	3%
BOARD-FOUNDATION MONEY	3,700	0	0%
RLF-STAFF REIMBURSE	18,000	0	0%
RLF-ORIG FEES	5,000	0	0%
CRDC	71,907	0	0%
MISC GRANT ADMIN \$	10,750	0	0%
EDA - GRANT	70,000	0	0%
NOT BUDGED INCOME	-	0	0%
<b>TOTAL INCOME</b>	<b>321,671</b>	<b>60,360</b>	<b>19%</b>

### Expense

TOTAL STAFF EXPENSE	256,044	41,793	16%
COMMUNICATIONS	6,000	1,419	24%
EQUIPMENT & VEHICLE	8,520	425	5%
CONTRACTUAL	21,220	10,600	50%
SUPPLIES	9,800	1,671	17%
TRAVEL	10,140		0%
OTHER	8,430		0%
RESERVE	-		
<b>EXPENSE TOTAL</b>	<b>320,154</b>	<b>55,907</b>	<b>17%</b>

### Account Balances

Bank of Joliet-Building Account	\$4,473.00
Bank of Joliet- Savings Account	\$75,365.55
Bank of Joliet- Checking Account	\$104,140.12

## Revolving Loan Fund Books- February 2021

### Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loaned out</u>
Big Horn	2	\$171,075
Stillwater	3	\$429,198
Yellowstone	8	\$388,712
Carbon	3	\$23,081
Sweet Grass	2	\$175,435

- A \$200K loan has been approved for Yellowstone County. This will not be funded until Spring 2021
- Our loan clients (so far) are weathering the COVID storm. We had one very large payoff, and I anticipate another payoff soon.
- I have 4 pending applications in various forms that will hopefully head to the RLF meeting.

<u>Bank Balances as of February 2021</u>		<u>Total available for lending</u>
Bank of Joliet- EDA	\$37,177	37,177
Bank of Joliet-CDBG	\$380,671	380,671
Bank of Joliet- IRP	\$368,480	117,480
Bank of Joliet-Fromberg	\$29,811	<u>29,811</u>
		\$565,139

## Beartooth Books- Reporting Ending April 2021

	<u>Budgeted</u>	<u>Actual</u>	<u>% of budgeted</u>
<b>Income</b>			
AG-FOOD AND AG CENTER	85,007	38,728	46%
AG-MCDC	1,000	0	0%
BOARD - EDA SPONSOR DUES	55,907	42,664	76%
BOARD-INTEREST INCOME	400	10	3%
BOARD-FOUNDATION MONEY	3,700	3,372	91%
RLF-STAFF REIMBURSE	18,000	0	0%
RLF-ORIG FEES	5,000	0	0%
CRDC	71,907	0	0%
MISC GRANT ADMIN \$	10,750	0	0%
EDA - GRANT	70,000	0	0%
NOT BUDGED INCOME	-	354,999	0%
<b>TOTAL INCOME</b>	<b>321,671</b>	<b>439,773</b>	<b>137%</b>

<b>Expense</b>			
TOTAL STAFF EXPENSE	256,044	83,166	32%
COMMUNICATIONS	6,000	3,175	53%
EQUIPMENT & VEHICLE	8,520	1,110	13%
CONTRACTUAL	21,220	322,166	1518%
SUPPLIES	9,800	3,758	38%
TRAVEL	10,140	262	3%
OTHER	8,430	6,708	80%
RESERVE	-		
<b>EXPENSE TOTAL</b>	<b>320,154</b>	<b>420,345</b>	<b>131%</b>

### Account Balances

Bank of Joliet-Building Account	\$4,474.10
Bank of Joliet- Savings Account	\$75,422.56
Bank of Joliet- Checking Account	\$130,057.33

## Revolving Loan Fund Books- April 2021

### Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loaned out</u>
Big Horn	2	\$170,289
Stillwater	3	\$429,198
Yellowstone	8	\$388,027
Carbon	2	\$20,900
Sweet Grass	2	\$173,312

- A \$200K loan was for Yellowstone County. This will not be funded until Spring 2021.
- I had a loan paid off in May.
- Loan activity is very slow, people are holding out to see if and what grants might be available.
- Work is being done to de-federalize the EDA funding, I hope to have this completed and approved soon.

<u>Bank Balances as of April 2021</u>	<u>Total available for lending</u>
Bank of Joliet- EDA	\$38,195
Bank of Joliet-CDBG	\$381,999
Bank of Joliet- IRP	\$373,224
Bank of Joliet-Fromberg	\$29,836
	<u>29,836</u>
	\$568,642

## FOOD AND AG CENTER MANAGER REPORT

### **MONTANA FOOD AND AGRICULTURE DEVELOPMENT CENTER REPORT Beartooth Food and Ag Center**

Beartooth FADC activities have been focused on assisting producers with the USDA Value Added Producer Grant, which closed April 28<sup>th</sup>. Our FADC has been completed a proposal to the Ag Development Council for refunding and will be doing a short zoom presentation on May 18<sup>th</sup>. The Department of Ag has released a preliminary program proposal called the Montana Agriculture Resiliency Program utilizing American Rescue Plan Act funding this will be presented to the Economic Transformation & Stabilization Workforce Development Advisory Commission for approval. To view the proposal you can go to their website using this link

<https://agr.mt.gov/Portals/168/Documents/Resiliency%20Program/MARP%20Program%20Overview.pdf?ver=2021-04-29-170351-290>

#### **Growth Through Ag Projects**

Beartooth FADC has worked with several businesses Growth Through Ag grant some of these will have an opportunity to be granted funding and we will continue to assist them in completing their business expansion projects.

Business/ Project Name: **Joe Murdock**

Contact- Joe Murdock

Location- Lodge Grass, MT

Joe Murdock farms acreage in southern Big Horn County and raises sunflower and safflower. Beartooth FADC has been in discussions with him on finance opportunities to purchase equipment to bag the seed for sale as bird feed to supplement his farming operation. He is looking at developing a Growth Through Ag grant for the next cycle in the fall of 2021.

Business/ Project Name: **F Bar 3 Vineyard**

Contact- Kasey Krum Felder

Location- Laurel, MT

F Bar 3 Vineyard is a small family owned vineyard in Yellowstone County growing hybrid grape varieties including Frontenac, Marquette, Itasca, Petite Pearls and Crimson Pearls. Beartooth FADC has assisted the business in applying for a Growth Through Ag Grant to expand their operation. Their proposal was not funded

### **On Going Projects**

**Business/ Project Name: JWK Enterprises LLC**

**Contact- Justine Koughl**

**Location-Busby, MT**

The Koughl family raises grass fed hormone free beef in Big Horn County and is developing a profitable business that adds value to their beef production business. This project takes the raw commodity of beef cattle livestock and changes the physical state to packaged, labeled for re-sale meat products. These products will be marketed as grass-fed grain-finished, locally grown, and made/produced by an American Indian. Beartooth FADC is assisting this business with a USDA Value Added Producer Grant application to help them expand their business to increase the number of animals processed and sold in an effort to meet increased demand.

**Business/ Project Name: Basin Inc**

**Contact- Judy Edwards**

**Location-Big Timber, MT**

The Hagerman family raises natural grass fed beef in Sweet Grass County and is developing a fresh beef business that will add value to their beef production business. These products will be marketed as grass-fed locally grown beef. Beartooth FADC is assisting this business with a USDA Value Added Producer Grant application to help them expand their business to increase the number of animals processed and sold in an effort to meet increased demand for local beef.

**Business/ Project Name: Charter Ranch Vermicast Soil Amendment**

**Contact-**

**Location-Sheperd, MT**

The Charter Ranch has developed a regenerative vermicast soil amendment using the cultivation of worms adding non-chemical nutrients to soil. Beartooth FADC assisted them with the development of a Growth Through Ag Grant that was funded for \$14,000 to expand their operation.

**Business/ Project Name: Yellowstone Valley Food Hub**

**Contact- Schahczenski**

**Location-Billings, MT**

The Yellowstone Valley Food Hub is looking to expand their business and add space for aggregating locally produced foods. Beartooth FADC assisted them with applying for a Growth Through Ag Grant that was approved for \$20,000.00 to expand.

### **Carbon County Pryor Mountain Wind Farm**

Location- Warren, MT

Contact- PacifiCorp

The wind development South of Bridger, MT is nearing completion, the construction of all the wind towers is completed and they are finishing the final phase of the project with all the towers erected the project is now completed.





Business/ Project Name: **406 Bovine LLC**

Contact- Bryan Elliott

Location-Laurel, MT

406 Bovine LLC has worked with Beartooth staff and is nearing the commercialization and launch of his Ag Tech product. Bryan Elliott has developed a facial recognition software that can be used on computer and iphones to track livestock. He has produced a youtube video outlining his product that can be viewed via this link. <https://youtu.be/kTwkhUj9leA>



### **Stillwater Packing Co/ Emmett's Meats**

Location- Columbus, MT

Contact- Jason Emmett

Stillwater Packing has been working through an increase in business due to the COVID 19 having shut down some large national meat plants shifting some buyer interest to smaller plants like theirs. Beartooth FADC staff assisted them with a proposal for funding to expand their business through the Montana Meat Processing Infrastructure grant their proposal was funded late in August.



### **Pioneer Meats**

Location- Big Timber, MT

Contact- Brian Engle

Pioneer Meats received a Montana Meat Processors Infrastructure grant of over \$100,000.00 which will allow them to expand their meat processing business, they have purchased another meat processing location in Big Timber that will allow them to process wild meat at one location while expanding their beef, pork, bison and lamb processing at their main facility. Beartooth FADC staff will continue to work with Pioneer to utilize any new funding opportunities in completing their expansion.



### **Millers Custom Processing**

Location- Roberts, MT

Contact- Tom Miller

Tom Miller became a custom exempt meat processor approximately three years ago and has experienced an increase in demand every year and a dramatic increase in demand lately for processing Beef and Pork. We assisted him with a GTA grant in December that unfortunately was not funded, Beartooth FADC staff assisted him with the development of a Montana Meat Processing Infrastructure Grant for equipment and building a larger processing space that will increase his cooler space. They have purchased and installed the equipment and are close to completing the construction portion of the project.



### **Controlled Environments Construction**

Contact- Gary Guesman

Gary Guesman is working with Big Sky EDA the Department of Ag and Beartooth FADC on their potential 300-500 head a day meat processing project they are interested in developing in the Yellowstone County area. Beartooth FADC staff met August 21<sup>st</sup> to discuss the project and initial steps and potential barriers to the project with Allison Corbin, Ty Thompson, Joe Goggins, Weston Merrill from Montana Department of Ag as well as Gary Guesman. Beartooth FADC staff look forward to the potential to utilize MARP funding to assist with this project.

### **Yellowstone Region Ag Sustainability Project- RCPP**

Location- Huntley,

Contact- Dave Dougherty

The group had their last meeting in September, to discuss the final reporting for the project and the success of the funded projects. The final reporting completed by NRCS shows the positive impacts this project has had on value added agriculture. The final summary of the economic impacts of this project was submitted to us by NRCS and is on our website for review and we have met with the group to determine the final reporting and the possibility of having field tours of the projects this summer.



### **Becky's Berries- Absarokee, MT**

Location-Absarokee

Becky Stahl has been a client of Beartooth for several years and we last assisted her with development of an expansion plan for her Jams, Jellies and Barbeque sauce business. She has completed construction of the facility. Beartooth staff assisted Becky with the development of a successful Ag Adaptability Grant for \$9,000.00 for a makeup air system in her new processing facility and a commercial food processor. She has installed the commercial food processor and the new makeup air system has been installed.

## Economic Development Director Report for May 2021

Regional projects on the CARES ACT economic recovery plan continue. Interviews with key businesses and housing service providers in the region are underway on the affordable housing study. Partner meetings with Big Sky EDA, Big Horn County, and Red Lodge Area Community Foundation housing committee continue. The Billings Area Realtors Association reports an annual shortage of 1400 new homes and an additional 700 will be needed if the new medical school comes to Billings. Discussion with a modular home building system (S2A) is underway. A possible CDBG/BSTF or other planning grant may be sought in June for a feasibility study.

Deb Brown, with Save Your Town, continues to host watch parties with interested Chamber directors, staff and businesses in the region. Deb plans to attend the BRCD board meeting in May and I would encourage you to ask questions on the targeted small business recovery efforts underway.

The third leg of the CARES Act funding with Big Sky EDA taking the lead continues to explore and develop economic recovery efforts primarily in Yellowstone County. A joint strategic planning session is scheduled for Thursday morning in Billings with City/County elected officials, board members, and staff with BSEDA, BRCD, Billings Chamber and Downtown Billings Alliance.

The initial CDBG public hearings have been held in all five counties in our region. An additional round of planning grant funding was recently announced with applications due by June 18<sup>th</sup> to the Montana Department of Commerce.

### **County specific projects underway:**

**Big Horn County:** Progress continues on the affordable housing calls with city and county elected officials. A grant to establish a full time Economic Development and Housing Director Position was submitted to USDA Rural Development. **We won't know until September/October if the grant** application was successful. Interactions with tribal economic developers continue with coordination of economic recovery efforts and remote worker training. A business lead was responded to by Jeff McDowell and me for the Hardin Industrial Park that would create 125 new jobs.

**Carbon County:** Projects include the regional detention center, wind farm, business assistance in Edgar and Bridger are underway. Joliet has formed a community improvement group to spruce up Main Street. A community assessment through the Montana Economic Developers Association (MEDA) is under discussion in order to get the Montana Main Street program application submitted later this year. \$25,000 is available through the Montana Main Street program to assist a community with a project that was identified through the community review process. Community housing and workforce shortages continue to dominate the discussions in Red Lodge.

**Stillwater County:** The Sandstone School Big Sky Trust Fund application was approved. MT DOC is reviewing the bid document from High Plains Architecture which was determined by the review committee to be the best bid and fit the budget. I have discussed assisting the City/County with a planning grant for a business/industrial park that could be the location of S2A modular house building system. A Targeted Economic Development District has been mentioned to the County as a possible economic development tool to consider.

**Sweet Grass County:** A housing developer met with me who is considering building up to 43 homes near the City limits of Big Timber. I've asked the developer to submit the required documents for the subdivision to the County planner before we can get involved further in the discussion of assisting with grant or loan programs.

**Yellowstone County:** Regional economic recovery efforts dominate the discussion and meetings across the county. The Laurel west interchange project, using the BSTF was approved for a feasibility study on industrial/commercial development and infrastructure is taking shape. I'm waiting on the City for documentation of the procurement process to hire the existing engineering firm KLJ, and the scope of work as part of the requirements before starting the project.

**New Funding:** EDA has informed us that additional money will most likely be going to the State and not the 11 Economic Development Districts as originally reported. In addition, the State will be also be supplementing local funding as the rules most likely will be announced after the current legislative session.

As a side note, BRCD has had as much business development activity in the first quarter as we experienced all of last year. This has led to discussing a tracking system to keep everyone informed about projects and progress so that clients don't slip through the cracks.

Respectfully submitted,  
Steve Simonson



### **Frequently Used Acronyms**

BEAR – Business Expansion and Retention  
BIA – Bureau of Indian Affairs  
BLM – Bureau of Land Management  
BRCD – Beartooth RC&D  
BSEDA – Big Sky Economic Development Association  
BSTF – Big Sky Trust Fund  
CDBG – Community Development Block Grant  
CRDC – Certified Regional Development Corporation  
CEDS – Comprehensive Economic Development Strategy  
CTEP – Community Transportation Endowment Program  
EDA – Economic Development Administration  
EDD – Economic Development District  
ESRI – Environmental Systems Research Institute, Inc.  
GIS – Geographic Information Systems  
GPS – Global Positioning System  
HOME – Montana Home Investment Partnerships Program  
HUD – US Department of Housing and Urban Development  
IRP – Intermediary Relending Program  
LESA – Land Evaluation Site Assessment  
MBI – Montana Board of Investments  
MDOC – Montana Department of Commerce  
MDOL – Montana Dept. of Labor  
MDOT – Montana Dept. of Transportation  
MDFWP – Montana Dept. of Fish, Wildlife and Parks  
MEDA – Montana Economic Developers Association  
NADO – National Association of Development Organizations  
NCOC – National Carbon Offset Coalition  
NHS – Neighborhood Housing Services  
NRCS – Natural Resource Conservation Service  
RBEG – Rural Business Enterprise Grant  
RBOG – Rural Business Opportunity Grant  
RC&D – Resource Conservation & Development Area, Inc.  
RCDI – Rural Community Development Initiative  
RD – Rural Development (a division of USDA)  
RCPP- Regional Conservation Partnership Program  
RLF – Revolving Loan Fund  
RTA – Resource Team Assessment  
SBA – Small Business Administration  
SBDC – Small business Development Center  
TIFD – Tax Increment Finance District  
TSEP - Treasure State Endowment Program  
USDA – United States Department of Agriculture  
USFS – United States Forest Service

April 27, 2021

As a Joliet City Council person and liaison to Beartooth R C & D, I have been asked to appeal to your board for consideration for the Community Grant Assessment Project, in reference to creating a local beautification committee for the town of Joliet.

Sincerely,  
Emily Ringer  
P.O.Box 75  
Joliet, MT 59041

**File Attachments for Item:**

3. Reappointment Letter for Ron Benner to the City-County Planning Board.



# Yellowstone County

COMMISSIONERS  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
commission@co.yellowstone.mt.gov



May 11, 2021

Mr. Ron Benner  
1408 East Maryland Ln.  
Laurel, MT 59044

RE: Re-appointment to Laurel City/County Planning Board

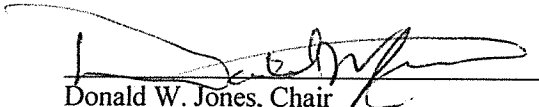
Dear Mr. Benner,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be to June 30, 2023.

We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

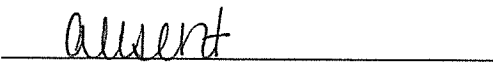
BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA



Donald W. Jones, Chair



John Ostlund, Member



Denis Pitman, Member

BOCC/eg

c: Board File - Clerk & Recorder  
Ms. Brittney Moorman, Po Box 10, Laurel, MT 59044

**File Attachments for Item:**

6. Budget/Finance Committee Minutes of April 27, 2021.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, April 27, 2021**

**Members Present:**    **Emelie Eaton**                      **Bruce McGee**  
                                 **Richard Klose**                      **Scot Stokes**

**Others Present:**    **Mayor Nelson**  
                                 **Bethany Langve, Clerk/Treasurer**  
                                 **Nathan Herman, Plants Superintendent**

The meeting was called to order by the Committee Chair at 5:32pm.

**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 was no public input.

**General Items –**

1. Review and approve the April 13, 2021 Budget and Finance Committee meeting minutes. Richard Klose moved to approve the minutes of the April 13, 2021 Budget and Finance Committee meeting. Emelie Eaton seconded the motion, all in favor, motion passed.
2. Review and Approve purchase requisition – The Committee was with a purchase requisition from the Water Department for replacement turbidity meters. Nathan Herman, City of Laurel Plants Superintendent, presented the Committee with the purchase requisition. He explained the current turbidity meters were approximately 15 years old and at the end of their useful life. Replacement parts for the current meters are very hard to find. Nathan explained the turbidity meters see how clean the water is after it has been treated. The current meters use a white light, and the new ones use a laser, so they are more accurate. The newer ones read across and at 90-degree angles. The three units would cost \$13,200. The Committee asked if this expenditure was budgeted. Nathan explained the Water Department budgets equipment replacement each year, and with the replacement parts getting harder and harder to find, it is time to replace the entire unit. Bruce McGee made a motion to approve the purchase requisition from the Water Department for three new turbidity meters. Richard Klose seconded the motion, all in favor, motion passed.
3. Review and Approve purchase requisition – The Committee was presented with two purchase requisitions from the Fire Department. The two purchase requisitions were presented together because they would either be approved together or denied together. The Fire Department would like to purchase a new Command Truck using CARES funds. The cost of the command truck is \$72,259.87. The Committee asked is the City had to save the CARES funds. The Clerk/Treasurer stated she had asked this question of the auditors, and they said no the City only had to abide by the purchasing policy. The Clerk/Treasurer also stated the funds had to be spent on the fund that the originally expended the money. She stated most of the money was originally expended out of the General Fund. The Committee asked what the expected time frame for delivery of the vehicle was. The Mayor and Clerk/Treasurer did not have this answer, so they were going to ask the Fire Chief and report back next Tuesday. The second purchase requisition was for the purchase and installation of radio equipment for the Command Truck. Bruce McGee made a motion to approve the purchase requisition from the Fire Department for the Command Truck. Scot Stokes seconded the motion, all in favor, motion passed. Bruce McGee made a

motion to approve the purchase requisition from the Fire Department for the purchase of radio equipment for the new Command Truck. Scot Stokes seconded the motion, all in favor, motion passed.

4. Review and recommend approval to Council, Claims entered through 04/22/2021. The claims and check register had previously been reviewed by the Committee. The Committee asked about the purchase of a new vacuum. The Clerk/Treasurer explained the Chief of Police purchased the vacuum for Calvin. The Committee asked why we had Calvin back if we had a contract with a cleaning lady. The Clerk/Treasurer explained with all the City Staff back in the offices Calvin was recalled from him layoff, and the contract with the cleaning lady was terminated. The Committee asked how many Roomba vacuums the City had. The Clerk/Treasurer stated there were two. Once in the Finance area and one in the City Court area. She explained Calvin cannot vacuum in the Finance area during the day because it is too disruptive, so the Roomba runs every day at 6:00pm. Emelie Eaton made a motion to approve the claims entered through 04/22/2021. Richard Klose seconded the motion, all in favor, motion passed.
5. Review and approve the December 2020 Utility Billing Adjustments. There were no questions or comments. Emelie Eaton made a motion to approve the December 2020 Utility Billing Adjustments. Richard Klose seconded the motion, all in favor, motion passed.
6. Review and approve the January 2021 Utility Billing Adjustments. There were no questions or comments. Emelie Eaton made a motion to approve the January 2021 Utility Billing Adjustments. Scot Stokes seconded the motion, all in favor, motion passed.
7. Review and approve the February 2021 Utility Billing Adjustments. There were no questions or comments. Emelie Eaton made a motion to approve the February 2021 Utility Billing Adjustments. Bruce McGee seconded the motion, all in favor, motion passed.
8. Review and approve the March 2021 Utility Billing Adjustments. There were no questions or comments. Emelie Eaton made a motion to approve the March 2021 Utility Billing Adjustments. Richard Klose seconded the motion, all in favor, motion passed.
9. Review and approve Payroll Register for pay period ending 04/18/2021 totaling \$192,766.22. Emelie Eaton made a motion to recommend approval of the payroll register for pay period ending 04/18/2021 totaling \$192,766.22. Scot Stokes seconded the motion, all in favor, motion passed.

#### **New Business – None**

#### **Old Business –**

10. The Mayor stated the Meal Pay and Drill Pay resolutions were just about done and should be presented at the May 11<sup>th</sup> Budget and Finance meeting.
11. Regarding the cemetery parking lot, the Planning Director was going to get some legal descriptions.

#### **Other Items –**

12. Review the Pay Period Ending 04/18/2021 Comp/Overtime Report. The Committee reviewed the comp/overtime reports and had no questions or comments.
13. Clerk/Treasurer Update – The Clerk/Treasurer stated with the recently passed American Rescue Plan, there is a provision in it that Government Entities must pay COBRA premiums for terminated or laid off employees. The Clerk/Treasurer stated she tried to get some information regarding this provision from MMIA and Montana Leagues of Cities and Towns but has yet to receive anything. The Committee asked if the City of Laurel had anyone that would possibly have their COBR premiums paid for. The Clerk/Treasurer stated there were 3, and the City's health insurance provider would handle all the notices to those individuals.



14. Mayor Update – The Mayor stated there will be no health insurance premium increases this next fiscal year. Recently there were 19 Ambulance calls and only three had no driver. He said there were 6 calls today, with 3 calls in a row. He stated the Ambulance Director has requested sleeping quarters for the employees and he is looking into making that happen as it is a much needed for them. The staff work 24 and 16 hour shifts in the ambulance department. The Mayor stated he is working with the Police Chief to remodel the Police Department breezeway. The Committee asked if the Police Department was getting an additional officer. The Mayor stated the only additional officer was the K9 Officer, Colt.

**Announcements –**

15. The next Budget and Finance Committee meeting will be held on May 11, 2021 at 5:30pm.  
16. Richard Klose will be reviewing the claims for the next meeting.

Respectfully submitted,



Bethany Langve  
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:**

7. Library Board Minutes of March 9, 2021.

MINUTES  
CITY OF LAUREL  
Library Board

03/09/2021

06:48 PM

Laurel Public Library

**COMMITTEE MEMBERS PRESENT:**

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

**OTHERS PRESENT:**

**1. Public Input**

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

**2. General Items**

- a. The minutes for January 2021 and February 2021 were presented for approval by the Library Board members. Bill motioned the minutes be approved, Sam seconded the motion. Minutes were approved.
- b. The library received two items of correspondence: a \$50 donation from Ray Wells and \$240 in memorials for Dixie Feller.
- c. Circulation Report - Traffic: down 38.7%; circulation: all items circulated totaled 3,579 (including 426 eBooks), book circulation was down 18.7%, media circulation was down 39.3%, eBook checkouts for this month was 10.9% of total book circulation, we circulated 813 items to partners and 192 items from other libraries; computers: internet use was down 62.5%, children's use was down 90%, wi-fi use : up 7.2%; patron cards: city registrations made up 49.4% of library users, county patrons 46.5% and non-resident registered patrons 4.1%. There were 56 tech assists in February.

**3. New Business**

- a. Library staff have asked about revising the hours that the library is open to the public. After some discussion it was decided that the library would be open until 7:00 pm permanently (or until there is a need for longer hours) during the week with no change on Friday or Saturday.

- b. A piano has been donated to the library. It is currently sitting in the front entrance but may take up residence at another location in the library as needed. We may consider using the piano for lessons or fund raising in the future.
- c. The state library has provided 10 hotspots, 8 iPads, and 6 HP ProBooks. All of these are the property of the library. Sustainability on the hotspots has been discussed at the last NAC meeting. The State Library Commission is considering providing funding for the hotspots for at least one more year.
- d. There is legislature before Congress to provide funding for libraries across the nation. The State Library is sending out weekly reported on this. If approved, it will be provided through IMLS (Institute of Museum and Library Services). This could provide over \$2 million dollars to the Montana State Library for current needs.

#### 4. Old Business

- a. The book sale is being held March 29 – April 10<sup>th</sup>. The hours will be 9:00 am – 7:00 pm Monday-Thursday, 9:00 am – 5:00 pm Friday, and 9:00 am – 3:00 pm on Saturday. We are looking for volunteers to help set up and work the sale.
- b. For the vacancies on the Board, Katie Fjelstad and Clara Killebrew have submitted letters of interest. The letters will be forwarded to the Mayor with a letter stating a preference for which person to place on the Board.
- c. The budget amendment proposed by Clerk/Treasurer Langve was approved by the Council. There will be an amended amount moved from the General Fund to the Library Fund to cover some items that were budgeted lower than actual amounts. The amount of the amendment was over \$6,200.00
- d. Foundation update: the monies received from the book sale will go into the Foundation account. There were some small miscellaneous charges to the Foundation for the library, mostly office supplies and computer items. Mike and Nancy also went to Barnes & Noble to purchase new books for circulation. Patrons should be happy for a few weeks.

#### 5. Other Items

- a. Upcoming Items:  
The South Central Federation meeting is being held via Zoom on Saturday, March 27<sup>th</sup> at 10:00 am. I will be attending from the library and Arthur will attend from work. Anyone else wanting to attend will be logged in at the library or sent the link to their email so they may attend through Zoom.
- b. There is a meeting with the Mayor's office, Union Reps, Library Director and Board Chair on Wednesday, March 14<sup>th</sup> at 9:00 am concerning the library staff



being allowed to join the union. Nancy and Arthur will report on the results at the next Board meeting.

6. Announcements

- a. Next regular meeting is Tuesday, April 13, 2021 at 6:30 pm in the Community Room of the Laurel Public Library. Meetings from this date forward will stay on the 2<sup>nd</sup> Tuesday of each month but will start at 6:30 pm.

Sam motioned the meeting be adjourned at 7:31 pm. Bill seconded the motion, meeting adjourned.

Respectfully submitted,

A handwritten signature in cursive script that reads "Nancy L Schmidt".

Nancy L Schmidt  
Secretary for the Board

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

**File Attachments for Item:**

8. Library Board Minutes of April 13, 2021.

MINUTES  
CITY OF LAUREL  
Library Board

04/13/2021

06:30 PM

Laurel Public Library

**COMMITTEE MEMBERS PRESENT:**

Vacant  
X Bill Hanson, Vice-Chairman  
X Nancy Schmidt, Secretary  
Clair Killebrew – Foundation Liaison

X Arthur Vogeles, Board Chair – via phone  
Samantha Barnhart –  
Vacant

# No Quorum – Meeting Canceled

**OTHERS PRESENT:**

1. Public Input

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

2. General Items

- a. Circulation Report -Traffic: down 50%; circulation: all items circulated totaled 4,101 (including 428 eBooks), book circulation was up 9.8%, media circulation was down 7.8%, eBook checkouts for this month was 11.6% of total book circulation, we circulated 969 items to partners and 129 items from other libraries; computers: internet use was down 6.8%, children's use was up 16.7%, wi-fi use was up 11.3%; patron cards: city registrations made up 52% of library users, county patrons 44% and non-resident registered patrons 4%. There were 40 tech assists in March.

3. New Business

- a.

4. Old Business

a.

5. Other Items

a.

6. Announcements

a.

Respectfully submitted,

*Nancy L Schmidt*

Nancy L Schmidt  
Secretary for the Board

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

**File Attachments for Item:**

9. Park Board Minutes of May 6, 2021.

May 6, 2021

## Laurel Park Board Meeting

Started 5:36 PM with Irv Wilke, Jon Rutt, Evan Bruce, Phyllis Bromgard, Matt Wheeler.

No Public Comment

Phyllis moved Evan 2<sup>nd</sup> to approve the minutes of the April 1st meeting.

### New Business:

Pickle Ball organization represented by Lisa Thompson is beginning to fundraise approximately \$30,000 for 2 courts in a Laurel Park. Several locations were discussed. Smaller than a tennis court, approximately 44 feet by 20 feet. Park board approved sending the information to the City Council for support. Possibly present to workshop on May 18<sup>th</sup>.

### Old Business:

Riverside Park tree was removed. Online campground reservation is with city attorney. Repairs to Jaycee Hall to repair wiring and safety lighting were quoted with Canyon Electric having the best price. Evan made a motion to recommend proceeding with repairs to get Jaycee hall opened, Phyllis 2<sup>nd</sup> and it passed.

Kids Kingdom updated us on the funds raised, \$80,000 towards a \$150,000 budget. The Laurel Park Board agreed that the City Council should consider adding the funds needed to get the project done this summer. MOU was finalized to allow the City to consider this. The playground would be installed by a professional company in the business of Playground erection. This was approved to be forwarded to the council.

Skateboard Park Group in Laurel has organized is actively raising funds The group is scheduling activities to raise awareness of the benefits of skateboarding to the community and gather support for this project. They have signed an agreement with the Laurel Montana Community Foundation to provide fiscal sponsorship and raise funds with tax deductible donations.

Meeting adjourned at 7:25

Jon Rutt

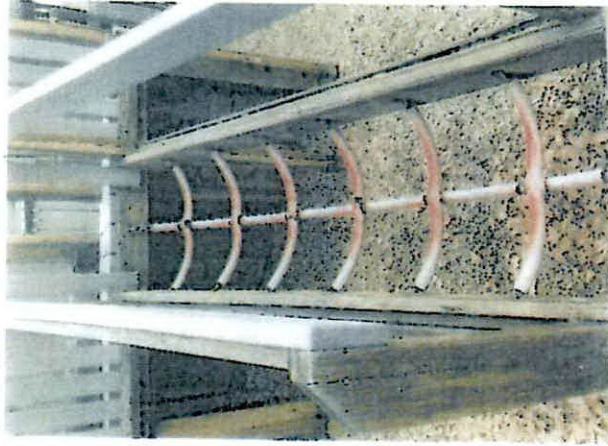
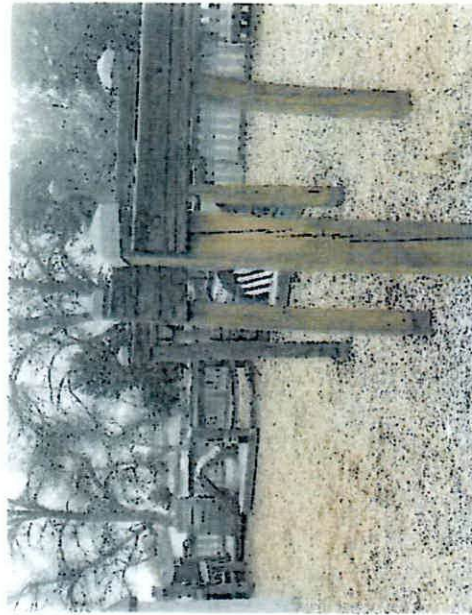


## Kids' Kingdom Playground Restore or Rebuild

COST/ANALYSIS/RECOMMENDATION

Grace Bible Church/Playground Restoration Team







**LEATHERS & ASSOCIATES, INC.**  
725 North A1A, Unit C201  
Jupiter, FL 33477  
(877) 564-6464  
<http://www.leathersassociates.com>



## INVOICE

**BILL TO**  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044

**INVOICE # 11351**  
**DATE 10/14/2020**  
**DUE DATE 10/29/2020**

DESCRIPTION	AMOUNT
Playground Assessment by William Hugli on 10/16-17/20	1,800.00
<hr/>	
<b>BALANCE DUE</b>	<b>\$1,800.00</b>

**Make checks payable to Leathers & Associates. We also accept credit cards. Card payments over \$2,000 will be assessed a 2.5% fee. A finance charge of 1.5% per month is added to any outstanding balances after due date.**



**Playground renovation Proposal  
Kiwanis Park Playground**

City of Laurel, MT  
115 West 1<sup>st</sup> Street  
Laurel, MT 59044

DATE: 12/27/20  
Project Manager: TBD  
Construction Week: 12-16 May 2021

**READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.**

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard services based on our community build model as summarized in the "Playground Planning Guide" and this document. The fees outlined here will vary only if additional work is requested or required. Examples of work that would generate additional fees include details above and beyond those necessary for us to build the project, a major change in project's scope, or a change of site.

The construction phase will not change except by mutual agreement between Leathers & Associates and the community. Certain conditions may be encountered during construction that significantly affects consultants' total number of hours. Variables such as weather and low volunteer turnout are impossible to identify until the time of construction and may affect the total hour's necessary for construction consultation. However, additional fees will be charged only if construction continues beyond the final scheduled day.

The following pages contain an outline of the remaining services we are to provide. If you have any questions about this proposal, please contact us by 1/27/21. Otherwise, we will assume the proposal is acceptable and will proceed with your project.

The following is an outline of fees for Leathers & Associates' professional services:

<b><u>Design Phase</u></b>	<b>\$ 2,500</b>
<b><u>Construction Phase Fee</u></b> <i>(The Construction Phase fee confirms your construction date and is due upon acceptance of your proposal.)</i>	<b>\$ 950</b>
<b><u>Design Development &amp; Construction Documents Phase</u></b>	
Design Development, Detailed drawings, Rendering	<b>\$ 12,600</b>
Project management services, Materials list	<b>\$ 4,400</b>
<b><u>Organization Phase</u></b>	
Organization Phase Fee	<b>\$ 1,900</b>
Estimated travel expenses	<b>\$ 1,200</b>
<b><u>Construction Consultation</u></b>	
Construction Consultants (estimated 5 days)	<b>\$ 17,900</b>
Estimated travel expenses. *Hotel accommodations are <u>not</u> Included and are typically donated.	<b>\$ 3,000</b>
<b><u>Estimated materials</u></b>	
(TBD upon completion of Schematic design)	<b>\$ 100,000</b>
<b><u>Sub-total</u></b>	<b>\$ 145,550</b>
Materials contingency	<b>\$ 2,500</b>
Project contingency	<b>\$ 4,000</b>
<b><u>TOTAL ESTIMATED BUDGET</u></b>	<b>\$ 152,050</b>

725 North A1A, Unit C201, Jupiter, FL 33477  
Toll Free 877-564-6464 Florida 561-746-9581  
[www.leathersassociates.com](http://www.leathersassociates.com)

## **CONSTRUCTION OPTIONS**

Most of our projects are constructed through community volunteers. This process is L&A's heart and soul. The community build method not only saves money but empowers communities with limitless potential and benefits. At the same time, we understand that the community build model may not be an option or the best choice. In those situations, we also can work with contractors, city workers, volunteers, and a variety of combinations. In many cases L&A can also provide a turn-key option for the project. Our goal is to find the right solution for your community and situations.

## **ASSOCIATED COSTS**

An estimate for the proposed scope of work above including L&A fees (design, project management and construction consultation) and all materials is estimated at around \$140,000. It's anticipated that the work can be completed in five days.

As a reminder this is just an estimate until we define the final scope of work and get actual quotes for the materials.

Due the structures age and condition, we have provided an estimated cost to replace the playground with a new design utilizing all of today's latest materials (no wood). Today's playgrounds are expected to last minimally 30 years with minimal maintenance needs.

A custom designed community build replacement estimate is around \$260,000 for a playground with similar square footage as your existing playground. This cost estimate is based on utilizing our community built model.. It's anticipated that the work can be completed in five days. While a renovation is an option, consideration should be given to the total amount budgeted vs. the expected longevity of each option. Also yearly maintenance cost and needs for upkeep must be kept in mind.

Removal or demo of the existing playground is not included in any of these estimates. If neither of the two options above are within an obtainable budget a smaller scope based on a reduced budget could be developed.

## **NEXT STEPS**

Work with L&A to develop a final scope of work based on your budget and our recommendations. Review when you would want the work completed by and develop a timeline from there. Please contact us if you have any questions. We truly appreciate the opportunity to work with your community again.



6100 3rd Ave South, Great Falls, MT 59405

## QUOTATION

406 / 454- 0420  
FAX ----- 406 / 454- 0439

Quotation #	
P.O. #	

PREPARED FOR:

NAME: Tami  
SCHOOL: Grace Bible Church  
ADDRESS: 917 Washington Ave  
Laurel, MT

Revised 1-19-2021

INQUIRY #	DUE DATE	COUNTY	DISTRICT	STATE	SALESMAN

QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
		Playcraft		
		R5 Custom Play System - R5053D8FA		
		PC 3490 Toddler Train, Engine		
		PC 2474 Stand-n-Spin (Enclosed)		
		PC 2479 Mini-Go-Round		
		PC 1347 Astro Rider		
		PC 2442 Spring Fling, Duo		
		PC 2120 Arch Swing (2B)		
		PC 2010 7ft Arch Tire Swing		
		PC 2190 T-Swing (2FB		
		Access Ramp (1-Section, Female Pivot		
		Border Timber w/ Stake		
		Freight	\$	3,200.00
		Equipment Total	\$	74,738.00
		EWf 300 Cubic Yards	\$	5,850.00
		Freight	\$	1,125.00
		EWf Total	\$	6,975.00
		Install of EWf and Equipment	\$	29,500.00
		Total	\$	111,213.00
		Does not include extreme digging,ground prep or tear !out		

TERMS: NET 30 DAYS  
FREIGHT: FOB-----  
PRICES FIRM FOR 30 DAYS ONLY  
SPECIFICATIONS: ALL manufacturer's  
standard construction and finishes.

THANK YOU ----  
BY: Bob Remy  
[bob@mtschoolequipment.com](mailto:bob@mtschoolequipment.com)  
Title ----- contract sales dept.  
Montana School Equipment Co.

MSEC 5/6/2021

--RS--





# GRACE CHURCH TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	6/3	0	1/2	2/2

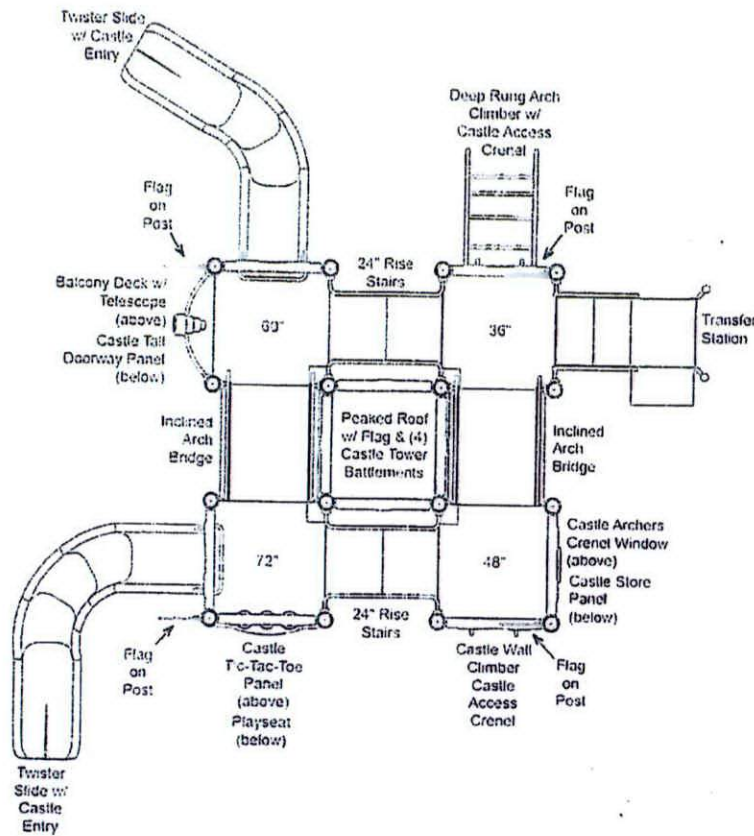
R5

FOR KIDS  
AGES  
2-12

## GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

**WARNING:** Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R5053D8FA

PROJECT#: MSE212D938B

DATE: 1/18/2021 | DRAWN BY: Alyssa

MIN. USE ZONE: 35' x 36'

PLAYCRAFT REP:

Montana School Equipment Con

# GRACE CHURCH SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	6/3	0	13/2	4/2

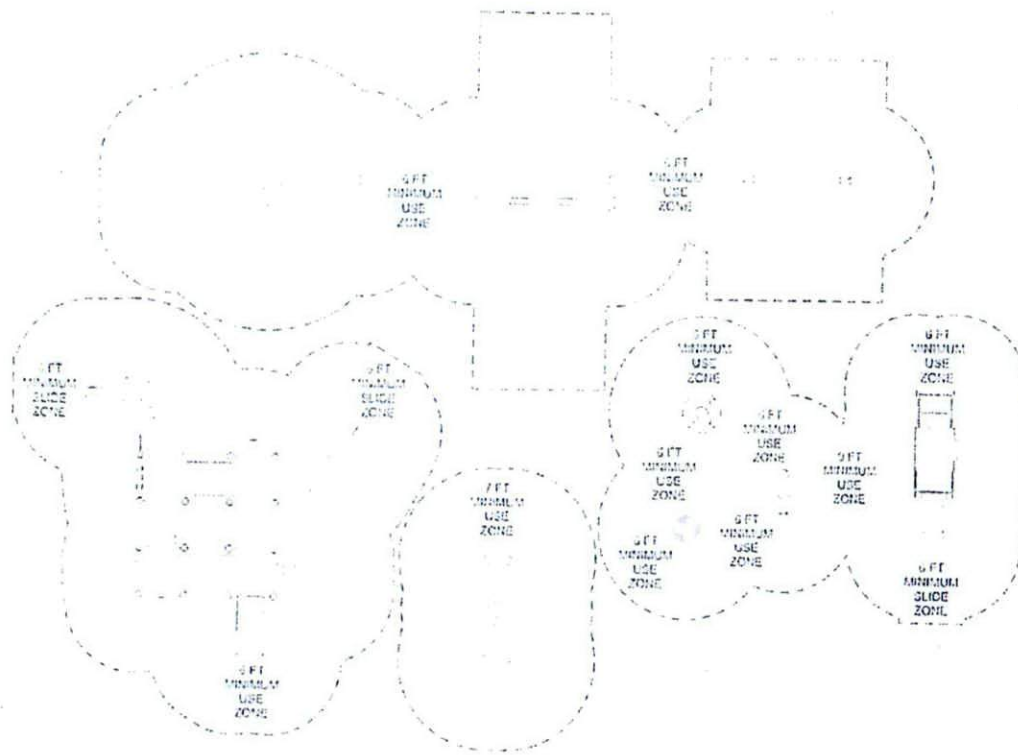
**R5** FOR KIDS  
AGES  
[Mixed]

## GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

**WARNING:** Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: MSE212D938B

DATE: 1/18/2021 | DRAWN BY: Alyssa

MIN. USE ZONE: 85' x 60'

PLAYCRAFT REP:

Montana School Equipment Con



Laurel, MT, USA

IS 4ALL M IS 4ALL M

18 4711 M

Mountain View Ln  
Mountain View Ln

Mountain View Ln  
MO



4' Grade Chain Link \$9.925.  
4' Black Chain Link \$12.480.

6' Gray Glean Link \$11.385. 4' V2 steel \$20.875.  
6' Black Glean Link \$13.675. New Frame work.

052 Sl\$ Sp Rd No 101

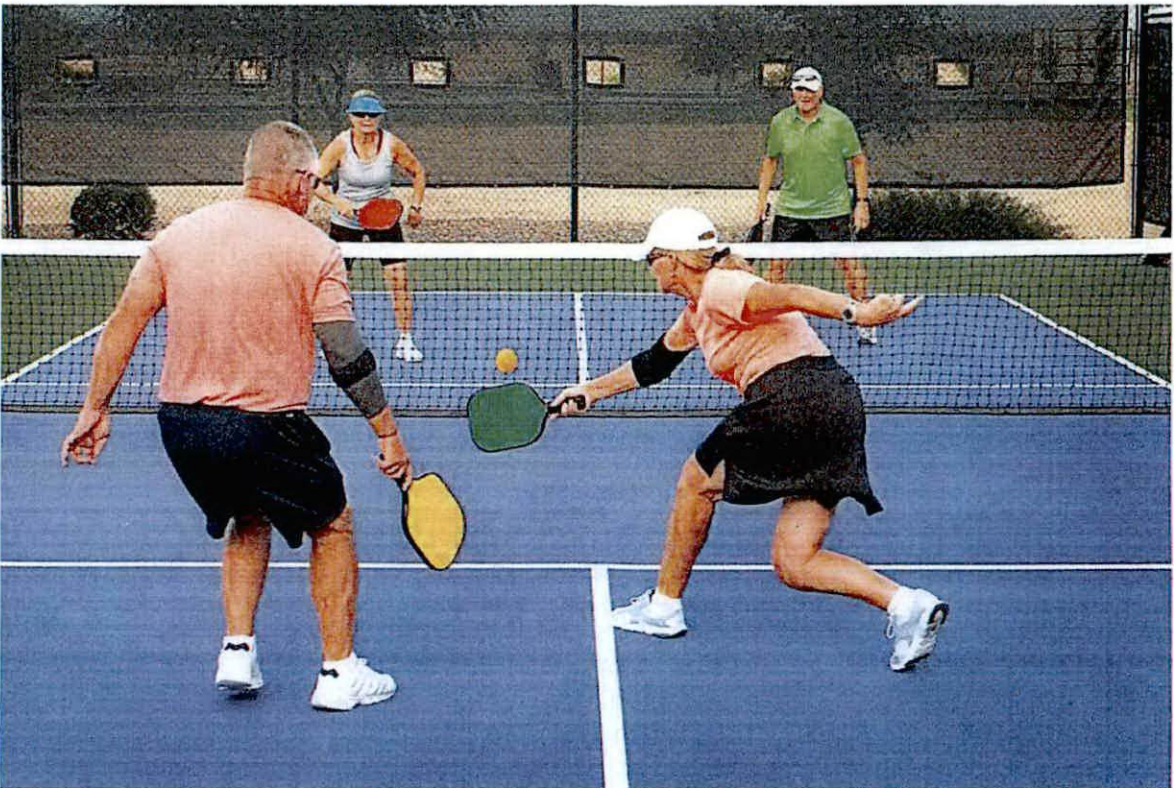


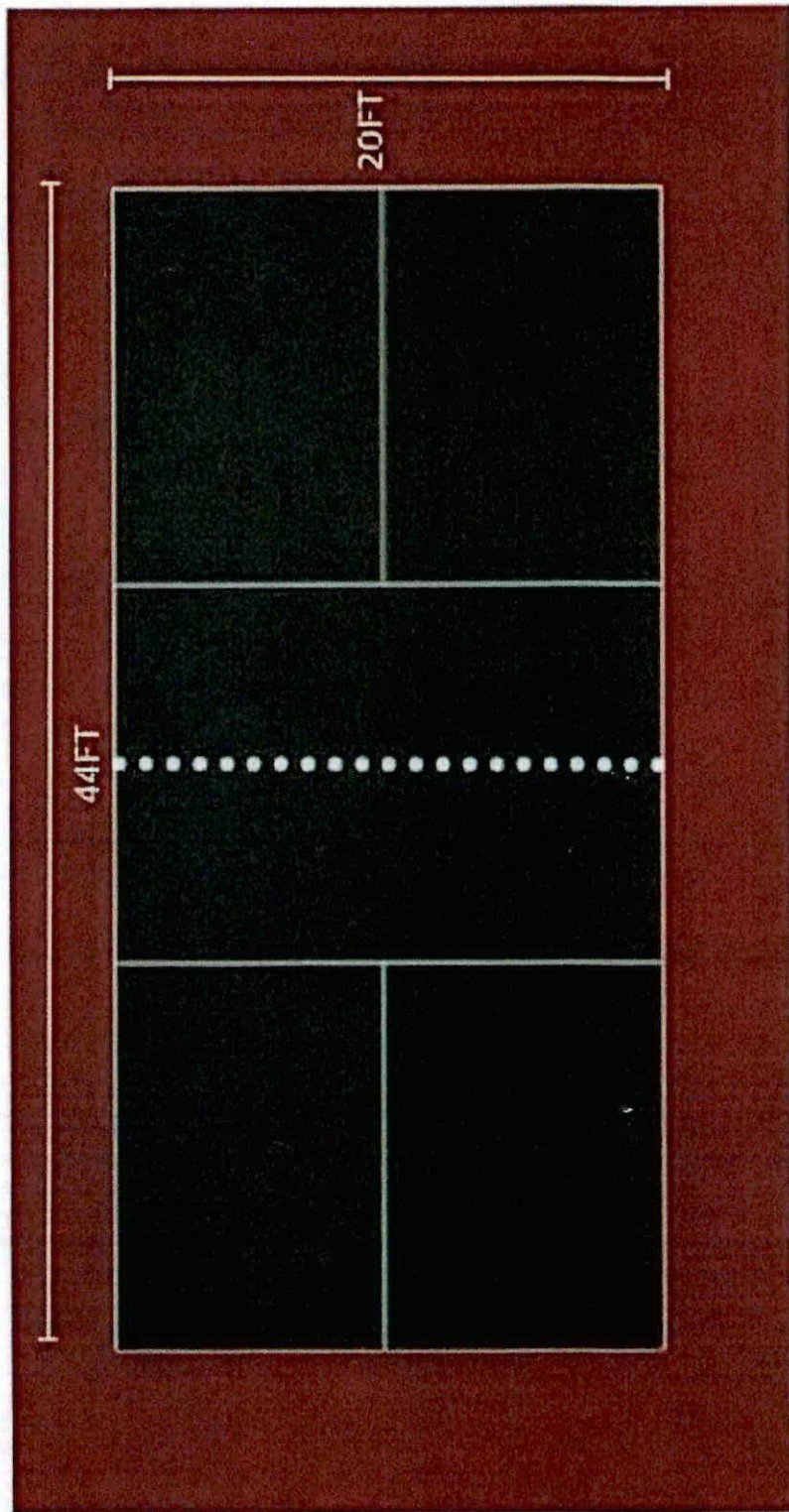














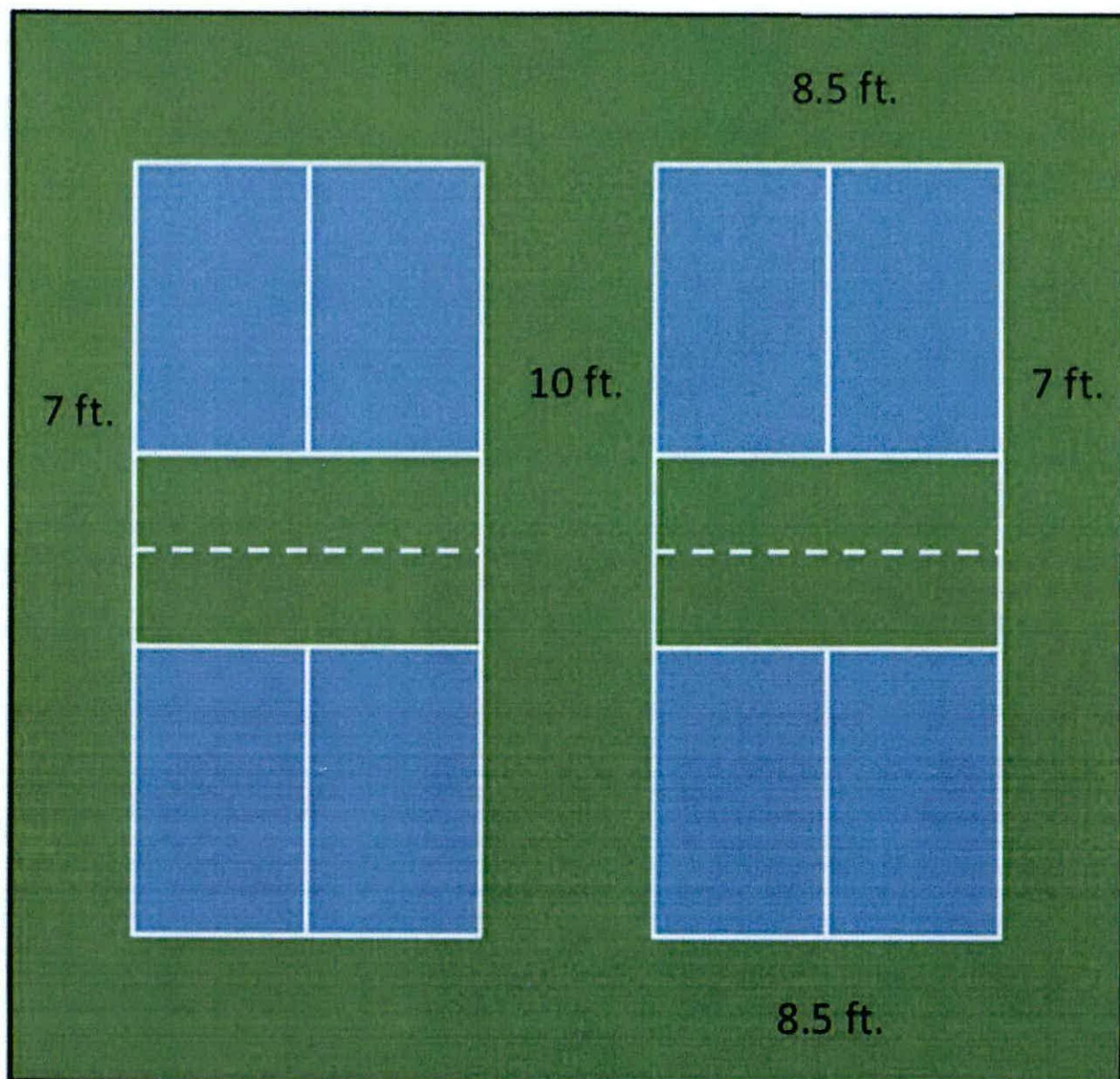


# AccessFixtures

High-Performance Lighting Solutions

AccessFixtures.com 800.468.9925 Sales@AccessFixtures.com

Single Pickleball Court Area 44' Long x 20' Wide  
Twin Pickleball Court Fenced in Area 61' Long x 64' Wide





### Who is Eligible for State-side LWCF funds?

There are several state entities that are eligible for LWCF state-side funds, they include incorporated cities, towns, counties, school districts, state agencies, and tribal governments. We want to highlight that all tribal entities in Montana are eligible to apply for these funds. If you have questions about eligibility please reach out to Montana State Parks: <http://stateparks.mt.gov/recreation/lwcf.html>.

### Utility of SCORP

This plan acts as a resource for outdoor recreation providers and organizations. The goals and recommendations should guide future planning efforts, assist with grant applications, and be a unifying vision of outdoor recreation for the state. Specifically, applications for LWCF state-side grants should use language from this document when applying for funding. We recommend highlighting how individual projects align with the SCORP goals and recommendations. These plans are produced by all 50 states and are recognized by local, state, and federal agencies as being the primary guiding documents for outdoor recreation. This means this SCORP document can be used as justification in grant applications, future planning efforts, and can assist organizations in justifying resources. The Society of Outdoor Recreation Professionals (SORP) (<https://www.recpro.org/>) is a resource for organizations who want to know how to utilize SCORP for planning, management, and research. Additionally, SORP has an electronic database of all 50 states' SCORP reports.

### Planning Process

This plan is possible because of the hard work and dedication of our SCORP Advisory Committee (see pg. II). The Advisory Committee was comprised of outdoor recreation representatives from public and private sectors, local, state, and federal agencies, and advocacy organizations. With the guidance from the Advisory Committee we developed a planning process that met the intent of SCORP. The approach was to utilize facilitated group discussions to gather input from the outdoor recreation community and pair that with existing data sets to develop a robust set of goals and recommendations.

The primary data collection effort took place during three facilitated discussion groups held in March of 2019 in Kalispell, Butte, and Billings. Over 300 outdoor recreation related people were invited to attend our meetings to share ideas about trends, needs, and goals for the next five years (Appendix A). We then paired the major themes from the discussions with existing data on recreation trends in Montana (Appendix C). This provided a foundation for our SCORP Advisory Committee to develop goals and recommendations.

### REFERENCES

- Grau, Kara; Nickerson, Norma P.; Sage, Jeremy L.; and Schultz, Megan, "Resident Travel in Montana" (2018). *Institute for Tourism and Recreation Research Publications*. 369.
- Moore, R.L., Driver B.L. (2005) Introduction to Outdoor Recreation: Providing and Managing Natural Resource Based Opportunities. Venture Publishing, Inc. State College, Pennsylvania.
- United States Forest Service. Developing Forest-Wide Plan Components. 2016.
- Vincent, C.H, Hanson, L., Argueta, C. (2017). Federal Land Ownership: Overview and Data. Congressional Research Service, 1–25.

### 2020–2024 SCORP Goals



**GOAL 1: Promote Outdoor Recreation Opportunities for All Montanans**



**GOAL 2: Enhance Public Access to Outdoor Recreation Resources and Facilities**



**GOAL 3: Support Economic Vitality of Communities and State**



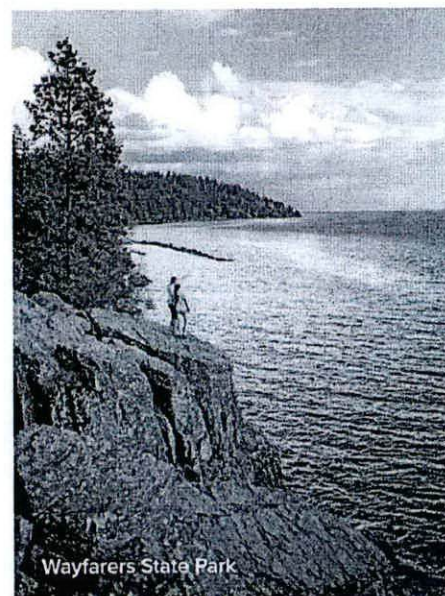
**GOAL 4: Improve Quality of Life through Outdoor Recreation Experiences**



**GOAL 5: Adapt Outdoor Recreation for a Changing Environment**



**GOAL 6: Honor Montana's Outdoor Legacy**



Andy Austin (andydustinphoto.com)

**File Attachments for Item:**

10. Public Works Committee Minutes of April 19, 2021.



**MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, APRIL 19, 2021**

The Public Works Committee meeting was called to order at 6:00pm on Monday, April 19, 2021 by Committee Chair, Heidi Sparks.

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice Chair, Richard Herr, Don Nelson, Dan Koch

**Others Present:** Kurt Markgard- Public Works Director

**Public Input:** None

**General Items:** None

**New Business**

1. Emergency Call Out Report- Report attached
  - a. Addition to the report: 4/19/21- water turn on. This item missed the report due to call out was same day as the meeting
2. KLJ Engineering Report- Report attached
  - a. 5<sup>th</sup> Ave Water Re-route- the water line currently runs under 8 homes. Work needs to be completed by Oct 15<sup>th</sup> for paving to take place
  - b. Water Tank Recoat- Recoating will take place on the roof. Temperatures need to be consistently over 50 degrees both day and night before work can start

**Old Business:** None

**Other Item:** None

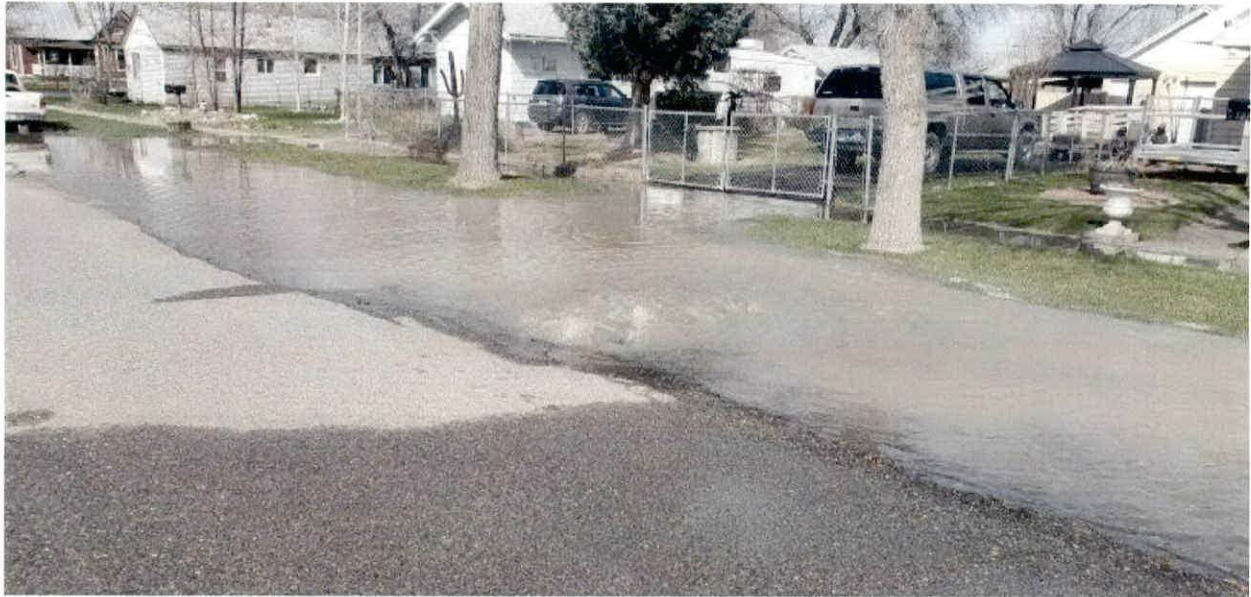
**Announcements**

3. City Cleanup will be May 1-2, 2021
4. Next Meeting will be Monday, May 17, 2021 at 6:00pm

Meeting adjourned at 6:45pm.

## Emergency Call Out for April 19th, 2021 Public Works Meeting

- 3-17-2021 water turn on
- 4-1-2021 water break on West Ave and S 4<sup>th</sup> Street
- 4-17-2021 Water main break Juniper and East 6<sup>th</sup> Street





### **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 the booster station alternatives with regards to the new proposed school location, analyze up to 3 different sites for a new water tank, and explore funding alternative for all potential projects.

*Current Status:*

- Task Order approved on February 23, 2021.
- Kickoff Meeting on April 5<sup>th</sup>.
- Final Report is due Sept. 1<sup>st</sup>.

### **5<sup>th</sup> Ave. Water Re-Route (KLJ #2104-00118)**

Reason for Project: To abandon the existing waterline between W. 11<sup>th</sup> and W. 12<sup>th</sup> Streets that crosses existing properties without an easement.

Project Scope: Abandonment of a 12" waterline that connects 11<sup>th</sup> St. to 12<sup>th</sup> St north of 5<sup>th</sup> Ave. in Laurel. A new 12" waterline will connect at the intersection of 5<sup>th</sup> Ave. and 11<sup>th</sup> St, route east to 4<sup>th</sup> Ave. and then north to 12<sup>th</sup> St. where it will turn back west and connect at the original connection point along 12<sup>th</sup> St.

*Current Status:*

- Advertisement started on April 15<sup>th</sup>, 2021
- Bid Opening to be April 29<sup>th</sup>.
- Council Workshop on May 4<sup>th</sup>.

### **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:*

- Kickoff meeting held on April 5<sup>th</sup>.
- Final Report is due September 1<sup>st</sup>, 2021

### **WWTP Screw Pump B Replacement (KLJ #2004-01359)**

Reason for Project: To replace screw pump B at the Laurel Wastewater Treatment Plant.



## City of Laurel Project Status Update April 15, 2021



Project Scope: Reconstruction and rehabilitation of the Archimedes Screw Pump “B” at the City of laurel Wastewater Treatment Plant.

*Current Status:*

- Submittal to DEQ May 1<sup>st</sup>, 2021
- Advertise on May 27<sup>th</sup>.
- Bid Opening June 10<sup>th</sup>.

### **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:*

- DEQ Submittal on May 15<sup>th</sup>.
- Advertise July 15<sup>th</sup>.
- Bid Opening July 30<sup>th</sup>.
- Council Workshop on August 3<sup>rd</sup>, 2021

### **2021 Pavement Maintenance Project (KLJ #2004-00831)**

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:*

- Advertise April 8<sup>th</sup>.
- Bid Opening on April 23<sup>rd</sup>.
- Start Construction June 1st

### **Sanitary Sewer H<sub>2</sub>S Remediation (KLJ #1804-00122)**

Reason for Project: Buildup of H<sub>2</sub>S within the WW collection system has led to deterioration of manholes and other system components.

Project Scope: Complete design and construction administration to address H<sub>2</sub>S build-up in the system.

*Current Status:*

- Waiting on Pricing to come back from supplier





### ***Water Tank Recoat (KLJ #1904-01843)***

Reason for Project: The coating on the City water tank has deteriorated to the point where it is flaking and peeling.

Project Scope: Design, bid, and administer the recoating of the water tank.

*Current Status:*

- Contract has been executed
- Schedule is being prepared

### ***Yellowstone River Crossing (KLJ #2004-00542)***

Reason for Project: The 4" waterline that serves Riverside park campground freezes during the winter months and leaks where it crosses the Yellowstone River.

Project Scope: Design, bid, and administer the replacement the waterline that is attached to the bridge crossing the Yellowstone River

*Current Status:*

- Advertise on April 15<sup>th</sup>.
- Bid Opening on April 29<sup>th</sup>.
- Council Workshop May 4<sup>th</sup>.

### ***Data and Asset Management (KLJ # 1804-00461)***

Reason for Project: Consolidate infrastructure information

Project Scope: Assemble city infrastructure data into a single source, which can be used to track and manage assets

*Current Status:*

- Final comments incorporated and set delivered to City

### ***Design Standards & Rules Update (KLJ # 1804-02569)***

Reason for Project: Update old standards

Project Scope: Develop a set of cohesive and concise design standards for public improvements to help facilitate reviews of new developments and ensure the public improvements are designed in the City of Laurel's best interest.

*Current Status:*



## City of Laurel Project Status Update April 15, 2021



- Drafts of the all sections of the manual are complete
- Final sections of streets, water and sewer are complete

### ***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:*

- Floodplain Management – Joint Application for improvements at Riverside Park has been approved
- Subdivision Review – Goldberg Sporting Estates Meeting on April 20<sup>th</sup>, 2021
- Subdivision Review – Cherry Hills 3<sup>rd</sup> Filing Preapplication Meeting Jan 7, 2021
- Growth Policy Update – Completed December 15, 2020
- Iron Horse Station Subdivision – Revised Water & Sewer Delivered April 14, 2021

### ***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 FY21 Projects

1. West Railroad Street Reconstruction- Proposal submitted
2. South Side Drainage Plan and Traffic Study
3. Water Storage Tank Recoat - 2021
4. Water System Planning
  - a. Master Plan Update (potentially update PER concurrently)
  - b. Booster station rehabilitation or replacement (task order forthcoming)
  - c. Water storage tank Preliminary Engineering Report
5. Capital Improvement Plan (CIP) assistance – CDBG Grant Applied.
6. Water Line/Yellowstone River Crossing- Task Order
7. Sewer Main Repair of Elm Lifts station
8. WWTP Archimedes Screw Rehabilitation
9. 7<sup>th</sup> Street reconstruction from 1<sup>st</sup> Street to
10. Replace Water main located under houses in 12 Street
11. Waterline extension out to Golf Course Road



*City of Laurel Project Status Update*  
*April 15, 2021*



---

Other Potential Future Projects

1. West Side TIFF
2. Sewer pipe under Interstate at Lindy Lane.

**File Attachments for Item:**

11. Resolution No. R21-32: Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-09138.



**RESOLUTION NO. R21-32**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE  
AVAILABLE REVENUE IN THE CITY'S WATER FUND TO PREPAY AND RETIRE DNRC  
LOAN WRF-09138.**

WHEREAS, in 2009 the City previously obtained a loan from the Montana Department of Natural Resources and Conservation ("DNRC") Revolving Fund Program in order to finance and pay for a water system improvement project; and

WHEREAS, the City successfully constructed and completed the water system improvement project and has been making payments on Loan WRF-09138 including principle and interest; and

WHEREAS, the City Clerk and Mayor determined there are sufficient funds available in the City's Water Fund to prepay the loan in its entirety which will save the City interest and improve the City's capacity to obtain financing for other water projects; and

WHEREAS, DNRC provided a payoff amount of \$234,782.39 which will completely retire the debt; and

WHEREAS, the City Clerk and Mayor are recommending the City Council's authorization and approval of the proposed loan payoff since it appears to be in the City's best interest at this time.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby resolves, authorizes, and approves the following:

1. Pursuant to the City Mayor and City Clerk's recommendation, the City Council hereby authorizes and approves the use of the available funds in the City's Water Fund to payoff the DNRC Loan #WRF-09138 in the amount of \$234,782.39 as provided in the attached payoff statement; and
2. The Mayor and City Clerk are authorized to execute any documents required to effectuate the payoff authorized herein.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

WRF-09138  
50364533  
999CTLDX4

**STATE OF MONTANA  
GENERAL OBLIGATION BONDS  
DRINKING WATER  
(REVOLVING FUND PROGRAM)**

**FINAL SCHEDULE B**

BORROWER: Laruel City of	FINAL LOAN PAYMENT:	1/1/2029
PROJECT NAME: Wtr Sys Improvements	TOTAL # OF LOAN PAYMENTS:	40
LOAN COMMITMENT: \$500,000	PROJECT NUMBER:	
INTEREST RATE: 2.75%	DATE OF LOAN FUNDING:	3/3/2009

PAYMENT DUE	# DAYS DUE	ADM EXPENSE SURCHARGE	INTEREST PAYMENT	PRINCIPAL PAYMENT	O/S LOAN BALANCE	TOTAL PAYMENT	
01/01/21	180	918.75	2,450.00	13,000.00	232,000.00	\$16,368.75	
06/08/21	157	758.83	2,023.56	232,000.00	0.00	\$234,782.39	Amount due 06/08/21

**File Attachments for Item:**

12. Resolution No. R21-33: Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Water Fund To Prepay And Retire DNRC Loan WRF-03048R.

**RESOLUTION NO. R21-33**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE  
AVAILABLE REVENUE IN THE CITY'S WATER FUND TO PREPAY AND RETIRE DNRC  
LOAN WRF-03048R.**

WHEREAS, in 2003 the City previously obtained a loan from the Montana Department of Natural Resources and Conservation ("DNRC") Revolving Fund Program in order to finance and pay for a water system improvement project; and

WHEREAS, the City successfully constructed and completed the water system improvement project and has been making payments on Loan WRF-03048R including principle and interest; and

WHEREAS, the City Clerk and Mayor determined there are sufficient funds available in the City's Water Fund to prepay the loan in its entirety which will save the City interest and improve the City's capacity to obtain financing for other water projects; and

WHEREAS, DNRC provided a payoff amount of \$333,238.13 which will completely retire the debt; and

WHEREAS, the City Clerk and Mayor are recommending the City Council's authorization and approval of the proposed loan payoff since it appears to be in the City's best interest at this time.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby resolves, authorizes, and approves the following:

1. Pursuant to the City Mayor and City Clerk's recommendation, the City Council hereby authorizes and approves the use of the available funds in the City's Water Fund to payoff the DNRC Loan #WRF-03048R in the amount of \$333,238.13 as provided in the attached payoff statement; and
2. The Mayor and City Clerk are authorized to execute any documents required to effectuate the payoff authorized herein.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

07/01/15

**STATE OF MONTANA  
GENERAL OBLIGATION BONDS  
DRINKING WATER  
(REVOLVING FUND PROGRAM) SER 11**

BORROWER: Laurel

PROJECT NAME: WRF-13279

FINAL LOAN PAYMENT: 1/1/2032

LOAN COMMITMENT: \$1,580,000

# OF LOAN PAYMENTS: 21

LOAN AMOUNT: 1,580,000

PROJECT NUMBER:

INTEREST RATE: 2.25%

DATE OF FUNDING: 12/6/2012

	PAYMENT	LOAN LOSS	ADM EXPENSE	INTEREST	PRINCIPAL	O/S LOAN	TOTAL AMOUNT	
	DUE	RESERVE	SURCHARGE	PAYMENT	PAYMENT	BALANCE	OF PAYMENT	
17	1/1/2021	512.50	1,537.50	2,562.50	80,000.00	330,000.00	\$84,612.50	
18	7/1/2021	359.79	1,079.38	1,798.96	330,000.00	0.00	\$333,238.13	Amount due 06/08/21

**File Attachments for Item:**

13. Resolution No. R21-34: Resolution Authorizing The Mayor And City Clerk To Utilize Available Revenue In The City's Sewer Fund To Prepay And Retire DNRC Loan SRF-10234.

**RESOLUTION NO. R21-34**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE  
AVAILABLE REVENUE IN THE CITY'S SEWER FUND TO PREPAY AND RETIRE DNRC  
LOAN SRF-10234.**

WHEREAS, in 2010 the City previously obtained a loan from the Montana Department of Natural Resources and Conservation ("DNRC") Revolving Fund Program in order to finance and pay for a sewer system improvement project; and

WHEREAS, the City successfully constructed and completed the sewer system improvement project and has been making payments on Loan SRF-10234 including principle and interest; and

WHEREAS, the City Clerk and Mayor determined there are sufficient funds available in the City's Sewer Fund to prepay the loan in its entirety which will save the City interest and improve the City's capacity to obtain financing for other sewer projects; and

WHEREAS, DNRC provided a payoff amount of \$167,546.23 which will completely retire the debt; and

WHEREAS, the City Clerk and Mayor are recommending the City Council's authorization and approval of the proposed loan payoff since it appears to be in the City's best interest at this time.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby resolves, authorizes, and approves the following:

1. Pursuant to the City Mayor and City Clerk's recommendation, the City Council hereby authorizes and approves the use of the available funds in the City's Sewer Fund to payoff the DNRC Loan #SRF-10234 in the amount of \$167,546.23 as provided in the attached payoff statement; and
2. The Mayor and City Clerk are authorized to execute any documents required to effectuate the payoff authorized herein.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney



SRF-10234  
50360347  
9999CTML8

**STATE OF MONTANA  
GENERAL OBLIGATION BONDS  
WASTE WATER  
(REVOLVING FUND PROGRAM)**

**Final Sched B**

BORROWER:	Laurel ARRA-B	FINAL LOAN PAYMENT:	7/1/2030
PROJECT NAME:	Wastewater Improv	TOTAL # OF LOAN PAYMENTS:	40
LOAN COMMITMENT:	\$359,300	PROJECT NUMBER:	
LOAN AMOUNT:	\$359,300	DATE OF LOAN FUNDING:	12/30/09
INTEREST RATE:	0.75%		

PAYMENT DUE	# DAYS DUE	ADM EXPENSE SURCHARGE	LOAN LOSS SURCHARGE	INTEREST PAYMENT	PRINCIPAL PAYMENT	O/S LOAN BALANCE	TOTAL AMOUNT OF PAYMENT	
01/01/21	180	0.00	0.00	660.00	9,000.00	167,000.00	\$9,660.00	
06/08/21	157	0.00	0.00	546.23	167,000.00	0.00	\$167,546.23	Due by 06/08/21

**File Attachments for Item:**

14. Resolution No. R21-35: A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection

**RESOLUTION NO. R21-35**

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE  
CITY OF LAUREL AND THE LAUREL AIRPORT AUTHORITY,  
SAID AGREEMENT RELATING TO FIRE PROTECTION**

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

Section 1: Approval. The Agreement between the City of Laurel and the Laurel Airport Authority, relating to fire protection for the fiscal year 2021-2022, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk/Treasurer of the City of Laurel are hereby given authority to execute said agreement on behalf of the City.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2020.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney



# LAUREL FIRE/EMS

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

March 10, 2021

Laurel Airport Authority  
PO Box 242  
Laurel, Mt. 59044

Dear Laurel Airport Authority Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer a contract with a 2% increase from last years contract. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, rising fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease			Annual Payment
2020- 2021	\$4992.98	x	.02	\$99.85	+	\$44992.98	= \$5092.83

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next year of service. Please sign and return to the following by April 16, 2021.

Brittney Moorman  
Council Secretary  
PO Box 10  
Laurel, Mt. 59044

Thank you for your support. If there is anything, we can do to help support the Fire District of the Laurel Airport Authority please don't hesitate to call us. Feel free to contact me with any questions or concerns.

Brent S. Peters  
Fire Chief, Laurel Fire Department  
bpeters@laurel.mt.gov  
406-628-4911

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2021, by and between the CITY OF LAUREL, a municipal corporation, Yellowstone County, Montana, hereinafter referred to as "City", and LAUREL AIRPORT AUTHORITY, hereinafter referred to as "Airport Authority".

WHEREAS, the said Airport Authority has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

### I.

That the City, in consideration of the covenants and agreements of the Airport Authority hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or any other emergency call to endangered property within the said Airport Authority district upon notification of the City.
2. It is expressly agreed and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or emergency calls shall occur simultaneously in the Airport Authority district and within the City's municipal boundaries that the City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over any call, demand of the Airport Authority.
4. The Chief of the City of Laurel Fire Department shall make the investigation of all fires within the organized fire district or explosions and attempting to determine the cause, origin, and circumstances of same.

### II.

The Airport Authority district in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of five thousand ninety two dollars and eighty three cents (\$5,092.83). One-half of the said fees shall be paid on or before December 31, 2021 and the remaining one-half shall be paid on or before June 30, 2022.
2. In the event that the Airport Authority district is enlarged or additional buildings built therein that the City may adjust the compensation upwards as required for the additional protection;

3. The Airport Authority agrees to cooperate with the City and the City Fire Department in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by the Fire Department personnel and/or the City Fire Inspector.

III.

It is mutually covenanted, agreed, and understood that the term of this agreement shall be for one (1) year, commencing on July 1, 2021 and expiring on June 30, 2022 subject to the extension provision below.

IV.

Prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new annual agreement. The parties may extend the agreement in writing that is accepted and signed by both the City's Mayor and the Airport Authority's Chairman.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

AIRPORT AUTHORITY

  
\_\_\_\_\_  
Randy Hand, Chairman

**File Attachments for Item:**

15. Resolution No. R21-36: A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 8 Relating To Fire Protection.



**RESOLUTION NO. R21-36**

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE  
CITY OF LAUREL AND LAUREL FIRE DISTRICT NO. 8  
RELATING TO FIRE PROTECTION.**

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

Section 1: Approval. The Agreements between the City of Laurel and Laurel Rural Fire District No. 8, relating to fire protection for the respective fiscal years: 2021-2022 and 2022-2023, and 2023-2024, copies attached hereto, be and the same are hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute said agreements on behalf of the City.

Section 3. Effective Date: The effective date of this Resolution is upon adoption by the City Council, and the Fire Agreements effective dates are provided within each Agreement.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



# LAUREL FIRE/EMS

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

March 10, 2021

Fire District 8

Dear Fire District 8 Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer contract with a 3% increase each year for the next three years. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, rising fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease				Annual Payment
2021- 2022	\$7417.01	x	.03	\$222.51	+	\$7417.01	=	\$7639.52
2022- 2023	\$7639.52	x	.03	\$229.18	+	\$7639.52	=	\$7868.70
2023- 2024	\$7868.70	x	.03	\$236.06	+	\$7868.70	=	\$8104.76

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next 3 years of service. Please sign and return to the following by April 16, 2021.

Brittney Moorman  
Council Secretary  
PO Box 10  
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Fire District 8 please don't hesitate to call us. Feel free to contact me with any questions or concerns.

Brent S. Peters  
Fire Chief, Laurel Fire Department  
bpeters@laurel.mt.gov  
406-628-4911

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2021, by and between the CITY OF LAUREL, a Municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 8, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

### I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

### II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$7,639.52, the same to be divided into two equal payments due December 31, 2021 and June 30, 2022.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of July, 2021 and ending on the 30<sup>th</sup> day of June 2022.

RURAL FIRE DISTRICT NO. 8



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2021, by and between the CITY OF LAUREL, a Municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 8, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

### I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

### II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

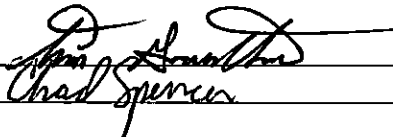
1. To pay to the City the total sum of \$7,868.70, the same to be divided into two equal payments due December 31, 2022 and June 30, 2023.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of July, 2022 and ending on the 30<sup>th</sup> day of June 2023.

RURAL FIRE DISTRICT NO. 8

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2021, by and between the CITY OF LAUREL, a Municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 8, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

### I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

### II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

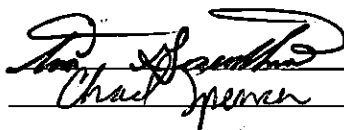
1. To pay to the City the total sum of \$8,104.76, the same to be divided into two equal payments due December 31, 2023 and June 30, 2024.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of July, 2023 and ending on the 30<sup>th</sup> day of June 2024.

RURAL FIRE DISTRICT NO. 8

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer



**File Attachments for Item:**

16. Resolution No. R21-37: A Resolution Approving Agreements Between The City Of Laurel And Laurel Fire District No. 5, Said Agreements Relating To Fire Protection

**RESOLUTION NO. R21-37**

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE  
CITY OF LAUREL AND LAUREL FIRE DISTRICT NO. 5,  
SAID AGREEMENTS RELATING TO FIRE PROTECTION**

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

Section 1: Approval. The Agreements between the City of Laurel and Laurel Rural Fire District No. 5, relating to fire protection for the respective fiscal years: 2021-2022, 2022-2023, 2023-2024, copies attached hereto, be and the same are hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute said agreements on behalf of the City.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter Civil City Attorney



# LAUREL FIRE/EMS

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

March 10, 2021

Fire District 5

Dear Fire District 5 Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer contract with a 3% increase each year for the next three years. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, rising fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease				Annual Payment
2018- 2019	\$17,577.35	x	.03	\$527.32	+	\$17,577.35	=	\$18,104.67
2019- 2020	\$18,104.67	x	.03	\$543.14	+	\$18,104.67	=	\$18,647.81
2020- 2021	\$18,647.81	x	.03	\$559.43	+	\$18,647.81	=	\$19,207.24

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next 3 years of service. Please sign and return to the following by April 16, 2021.

Brittney Moorman  
Council Secretary  
PO Box 10  
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Fire District 5 please don't hesitate to call us. Feel free to contact me with any questions or concerns.

Brent S. Peters  
Fire Chief, Laurel Fire Department  
bpeters@laurel.mt.gov  
406-628-4911

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2021, by and between the CITY OF LAUREL, a municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 5, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

### I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

### II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$18,104.67, the same to be divided into two equal payments due December 31, 2021 and June 30, 2022.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of July, 2021 and ending on the 30<sup>th</sup> day of June 2022.

RURAL FIRE DISTRICT NO. 5

William Strauch  
[Signature]  
[Signature]  
Sam Roberts  
Tim Dwyer

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2021, by and between the CITY OF LAUREL, a municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 5, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

### I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

### II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$18,647.81, the same to be divided into two equal payments due December 31, 2022 and June 30, 2023.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.

3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of July, 2022 and ending on the 30<sup>th</sup> day of June 2023.

RURAL FIRE DISTRICT NO. 5

William Strauch  
[Signature]  
[Signature]  
Sam Polk  
Tim Groshes

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2021, by and between the CITY OF LAUREL, a municipal Corporation, Yellowstone County, Montana, hereinafter known as the City, and RURAL FIRE DISTRICT NO. 5, a rural fire district, organized and established by the Board of County Commissioners, of Yellowstone County Montana, pursuant to the laws of Montana, made and provided, hereinafter called the FIRE DISTRICT.

WHEREAS, the said Fire District has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

### I.

That the said City, in consideration of the covenants and agreements of the said Fire District hereafter agrees as follows:

1. To dispatch the City fire equipment and personnel to fight fires, explosions, or to answer emergency resuscitation calls to endangered property within the said Fire District upon notification to the City.
2. It is expressly agreed and understood that the amount dispatched, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be at the sole discretion of the City and its personnel.
3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or resuscitation calls shall occur simultaneously in the District and within the municipal boundaries that the said City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over all call, demand of the District.
4. The City shall have the responsibility for investigating all fires within the District or explosions and attempting to determine the cause of same.

### II.

The District in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

1. To pay to the City the total sum of \$19,207.24, the same to be divided into two equal payments due December 31, 2023 and June 30, 2024.
2. In the event the District is enlarged or additional homes or buildings built therein, the City may adjust the compensation upwards as required for the additional protection.



3. The District agrees to cooperate with the City and City Fire Department in the inspection of property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by Fire Department personnel.

III.

It is mutually covenanted, agreed and understood that the term of the Agreement shall be for one (1) year, commencing on the 1<sup>st</sup> day of July, 2023 and ending on the 30<sup>th</sup> day of June 2024.

RURAL FIRE DISTRICT NO. 5

William Stroud  
J. B. East  
Officer  
Sam Roberts  
Tim Grossberg

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

**File Attachments for Item:**

17. Resolution No. R21-38: A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.



# LAUREL FIRE/EMS

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

March 10, 2021

Yellowstone Boys and Girls Ranch

Dear Yellowstone Boys and Girls Ranch Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer a contract with a 2% increase from last year. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease				Annual Payment
2021- 2022	\$10,287.28	x	.02	\$205.75	+	\$10,287.28	=	\$10,493.03

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next year of service. Please sign and return to the following by April 16, 2021.

Brittney Moorman  
Council Secretary  
PO Box 10  
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Fire District of the Yellowstone Boys and Girls Ranch please don't hesitate to call us. Feel free to contact me with any questions or concerns.

Brent S. Peters  
Fire Chief, Laurel Fire Department  
bpeters@laurel.mt.gov  
406-628-4911

**AGREEMENT FOR  
YELLOWSTONE BOYS AND GIRLS RANCH**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2021, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as "City" and the Yellowstone Boys and Girls Ranch, hereinafter referred to as the "Yellowstone Boys and Girls Ranch".

**W I T N E S S E T H**

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the Yellowstone Boys and Girls Ranch at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the Yellowstone Boys and Girls Ranch boundary description and map; and,

WHEREAS, the Yellowstone Boys and Girls Ranch desires to obtain the said fire services from the City by entering into a contract with the City for such services;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the Yellowstone Boys and Girls Ranch at the same level as such services are provided to properties and residents within the limits of the fire districts served by the City:

- a. fire protection and suppression;
- b. fire prevention;
- c. fire investigations;

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Yellowstone Boys and Girls Ranch.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the Yellowstone Boys and Girls Ranch as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Yellowstone Boys and Girls Ranch will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility of Yellowstone Boys and Girls Ranch.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2021, and shall terminate on June 30, 2022.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new annual agreement. The parties may extend the

agreement in writing that is accepted and signed by both the City's Mayor and an authorized official/agent of the Yellowstone Boys and Girls Ranch.

5. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be ten thousand four hundred ninety three dollars and twenty three cents (\$10,493.03). One-half of the said fees shall be paid on or before December 31, 2021. The remaining one-half shall be paid on or before June 30, 2022.

6. INDEMNIFICATION

The City will be liable for any injury to person or damage to property caused by negligence of the City or its employees in performance of its obligations under this Agreement. The City hereby agrees to indemnify and hold harmless the Yellowstone Boys and Girls Ranch from any claims for such injury or damage.

7. ANNUAL REPORT

The City will furnish an annual written report to Yellowstone Boys and Girls Ranch, which will include the number and type of incidents, responded to within the Yellowstone Boys and Girls Ranch by City personnel.

8. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

9. TERMINATION

Each party must give at least thirty (30) days written notice to the other party of the cancellation of the said Agreement. Cancellation can only occur on the termination date.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF LAUREL

YELLOWSTONE BOYS AND GIRLS RANCH

\_\_\_\_\_  
Thomas C. Nelson, Mayor

By

 CFO  
\_\_\_\_\_

ATTEST:

By

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

**RESOLUTION NO. R21-38**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY  
OF LAUREL AND YELLOWSTONE BOYS AND GIRLS RANCH,  
RELATING TO FIRE PROTECTION.**

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

Section 1: Approval. The Agreement between the City of Laurel and Yellowstone Boys and Girls Ranch, relating to fire protection, a copy attached hereto, be and the same is hereby approved.

Section 2: Execution. The Mayor and the City Clerk/Treasurer of the City of Laurel are hereby given authority to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



**File Attachments for Item:**

18. Resolution No. R21-39: A Resolution Approving Agreements Between The City Of Laurel And The Laurel Urban Fire Service Area (“LUFSA”) Said Agreements Relating To Fire Protection

**RESOLUTION NO. R21-39**

**A RESOLUTION APPROVING AGREEMENTS BETWEEN THE  
CITY OF LAUREL AND THE LAUREL URBAN FIRE SERVICE AREA  
("LUFSA") SAID AGREEMENTS RELATING TO FIRE PROTECTION**

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

Section 1: Approval. The Agreements between the City of Laurel and the Laurel Urban Fire Service Area ("LUFSA") relating to fire protection for the respective fiscal years: 2021-2022, 2022-2023, 2023-2024, copies attached hereto, be and the same are hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute said agreements on behalf of the City.

Introduced at a meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 28<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter Civil City Attorney



# LAUREL FIRE/EMS

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

March 10, 2021

Fire District: Laurel Urban Fire Service Area

Dear Fire District LUFSA Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer contract with a 3% increase each year for the next three years. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, rising fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease				Annual Payment
2021- 2022	\$94,015.49	x	.03	\$2820.46	+	\$94,015.49	=	\$96,835.95
2022- 2023	\$96,835.95	x	.03	\$2905.08	+	\$96,835.95	=	\$99,741.03
2023- 2024	\$99,741.03	x	.03	\$2992.23	+	\$99,741.03	=	\$102,733.26

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next 3 years of service. Please sign and return to the following by April 16, 2021.

Brittney Moorman  
Council Secretary  
PO Box 10  
Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Laurel Urban Fire Service Area please don't hesitate to call us. Feel free to contact me with any questions or concerns.

Brent S. Peters  
Fire Chief, Laurel Fire Department  
bpeters@laurel.mt.gov  
406-628-4911

**AGREEMENT FOR  
LAUREL URBAN FIRE SERVICE AREA (LUFSA) FIRE SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2021, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as the "City" and the Laurel Urban Fire Service Area, hereinafter referred to as the "LUFSA".

**WITNESSETH**

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided; and,

WHEREAS, the LUFSA has been duly and properly created by the Board of County Commissioners of Yellowstone County pursuant to the provisions of Sections 7-33-2401 through 7-33-2404, inclusive, of the Montana Code Annotated; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map; and,

WHEREAS, the LUFSA desires to obtain the said fire services from the City by entering into a contract with the City for such services; and,

WHEREAS, the Board of County Commissioners for Yellowstone County has transferred the management of the LUFSA to a Board of Trustees in accordance with Section 7-33-2403, MCA.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Services.

The City will furnish the following services to properties and residents within the LUFSA, at the same level as such services are provided to properties and residents within the limits of the fire districts served by the City:

- a. fire protection and suppression;
- b. fire prevention;
- c. fire investigations;

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the LUFSA. This fire protection service will be financed under separate contracts between Yellowstone County and the City of Laurel.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the resolution of the Yellowstone County Commissioners creating said LUFSA, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City.

3. ANNEXATION

In the event the City or its fire districts annex property located with the LUFSA said properties will automatically be excluded from the LUFSA only at the expiration of the contract term or at such time as this Agreement is otherwise terminated. Any properties within the LUFSA which are annexed into the City or its fire districts will continue to be responsible for payments of charges to LUFSA, attributable to the remainder of the contract period following the date of annexation. On the beginning of the new Contract period annexed property will no longer be required to pay charges for services provided through the LUFSA.

4. EFFECTIVE

This agreement shall be effective on July 1, 2021, and shall terminate on June 30, 2022.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be ninety six thousand eight hundred thirty five dollars and 95/100 (\$96,835.95). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2021. The remaining one-half shall be paid on or before June 30, 2022.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

7. INDEMNIFICATION

The City will be liable for any injury to person or damage to property caused by negligence of the City or its employees in performance of its obligations under this Agreement. The City hereby agrees to indemnify and hold harmless the LUFSA from any claims for such injury or damage.

8. ANNUAL REPORT

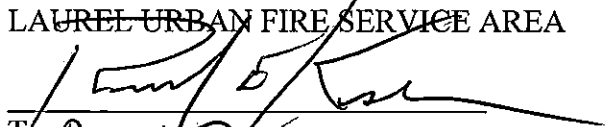
The City will furnish an annual written report to LUFSA, which will include the number, and type of incidents responded to within the LUFSA by City personnel.

9. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed by this Agreement the day and year first above written.

~~LAUREL URBAN FIRE SERVICE AREA~~

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

**AGREEMENT FOR  
LAUREL URBAN FIRE SERVICE AREA (LUFSA) FIRE SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2021, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as the "City" and the Laurel Urban Fire Service Area, hereinafter referred to as the "LUFSA".

**W I T N E S S E T H**

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided; and,

WHEREAS, the LUFSA has been duly and properly created by the Board of County Commissioners of Yellowstone County pursuant to the provisions of Sections 7-33-2401 through 7-33-2404, inclusive, of the Montana Code Annotated; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map; and,

WHEREAS, the LUFSA desires to obtain the said fire services from the City by entering into a contract with the City for such services; and,

WHEREAS, the Board of County Commissioners for Yellowstone County has transferred the management of the LUFSA to a Board of Trustees in accordance with Section 7-33-2403, MCA.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Services.

The City will furnish the following services to properties and residents within the LUFSA, at the same level as such services are provided to properties and residents within the limits of the fire districts served by the City:



- a. fire protection and suppression;
- b. fire prevention;
- c. fire investigations;

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the LUFSA. This fire protection service will be financed under separate contracts between Yellowstone County and the City of Laurel.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the resolution of the Yellowstone County Commissioners creating said LUFSA, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City.

3. ANNEXATION

In the event the City or its fire districts annex property located with the LUFSA said properties will automatically be excluded from the LUFSA only at the expiration of the contract term or at such time as this Agreement is otherwise terminated. Any properties within the LUFSA which are annexed into the City or its fire districts will continue to be responsible for payments of charges to LUFSA, attributable to the remainder of the contract period following the date of annexation. On the beginning of the new Contract period annexed property will no longer be required to pay charges for services provided through the LUFSA.

4. EFFECTIVE

This agreement shall be effective on July 1, 2022, and shall terminate on June 30, 2023.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be ninety nine thousand seven hundred forty one dollars and 03/100 (\$99,741.03). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2022. The remaining one-half shall be paid on or before June 30, 2023.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

7. INDEMNIFICATION

The City will be liable for any injury to person or damage to property caused by negligence of the City or its employees in performance of its obligations under this Agreement. The City hereby agrees to indemnify and hold harmless the LUFSA from any claims for such injury or damage.

8. ANNUAL REPORT

The City will furnish an annual written report to LUFSA, which will include the number, and type of incidents responded to within the LUFSA by City personnel.

9. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed by this Agreement the day and year first above written.

LAUREL URBAN FIRE SERVICE AREA

  
Trustee

  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

**AGREEMENT FOR  
LAUREL URBAN FIRE SERVICE AREA (LUFSA) FIRE SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2021, by and between the City of Laurel, Montana, a municipal corporation, hereinafter referred to as the “City” and the Laurel Urban Fire Service Area, hereinafter referred to as the “LUFSA”.

**W I T N E S S E T H**

WHEREAS, the City maintains a fire department and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided; and,

WHEREAS, the LUFSA has been duly and properly created by the Board of County Commissioners of Yellowstone County pursuant to the provisions of Sections 7-33-2401 through 7-33-2404, inclusive, of the Montana Code Annotated; and,

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map; and,

WHEREAS, the LUFSA desires to obtain the said fire services from the City by entering into a contract with the City for such services; and,

WHEREAS, the Board of County Commissioners for Yellowstone County has transferred the management of the LUFSA to a Board of Trustees in accordance with Section 7-33-2403, MCA.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Services.

The City will furnish the following services to properties and residents within the LUFSA, at the same level as such services are provided to properties and residents within the limits of the fire districts served by the City:

- a. fire protection and suppression;
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The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the LUFSA. This fire protection service will be financed under separate contracts between Yellowstone County and the City of Laurel.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the resolution of the Yellowstone County Commissioners creating said LUFSA, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City.

3. ANNEXATION

In the event the City or its fire districts annex property located with the LUFSA said properties will automatically be excluded from the LUFSA only at the expiration of the contract term or at such time as this Agreement is otherwise terminated. Any properties within the LUFSA which are annexed into the City or its fire districts will continue to be responsible for payments of charges to LUFSA, attributable to the remainder of the contract period following the date of annexation. On the beginning of the new Contract period annexed property will no longer be required to pay charges for services provided through the LUFSA.

4. EFFECTIVE

This agreement shall be effective on July 1, 2023, and shall terminate on June 30, 2024.

5. RENEWAL

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties.

6. CHARGES AND PAYMENTS

The fee for providing services for this Agreement shall be one hundred two thousand seven hundred thirty three dollars and 26/100 (\$102,733.26). One-half of the said fee shall be paid by Yellowstone County on behalf of the LUFSA, on or before December 31, 2023. The remaining one-half shall be paid on or before June 30, 2024.

The parties understand and agree that the Yellowstone County Commissioners shall annually establish, levy and collect an assessment against all structures located within the LUFSA, sufficient to pay all charges against LUFSA under this Agreement. These assessments shall be included on the annual property tax bills processed by Yellowstone County and shall be collected in the same manner as property taxes are collected.

7. INDEMNIFICATION

The City will be liable for any injury to person or damage to property caused by negligence of the City or its employees in performance of its obligations under this Agreement. The City hereby agrees to indemnify and hold harmless the LUFSA from any claims for such injury or damage.

8. ANNUAL REPORT

The City will furnish an annual written report to LUFSA, which will include the number, and type of incidents responded to within the LUFSA by City personnel.


9. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed by this Agreement the day and year first above written.

LAUREL URBAN FIRE SERVICE AREA

  
Trustee

  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

**File Attachments for Item:**

19. Resolution No. R21-40: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With True North Contracting For The Supply And Installation Of Asphalt For A City Project.

**RESOLUTION NO. R21-40**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH TRUE NORTH CONTRACTING FOR THE SUPPLY  
AND INSTALLATION OF ASPHALT FOR A CITY PROJECT.**

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

Section 1: Approval. The Independent Contractor Service Contract (“Contract”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved retroactive to April 7, 2021.

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

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 7<sup>th</sup> day of April 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and True North Contracting, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way Billings, MT 59101, hereinafter referred to as "Contractor".

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated March 31, 2021, attached hereto as Exhibit "A" and by this reference made part of this contract.

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

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

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor six thousand eighty two dollars and fifty cents (\$6,082.50) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY'S RESPONSIBILITIES**

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

### **SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

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

#### **SECTION FIVE INDEMNITY AND INSURANCE**

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

#### **SECTION SIX COMPLIANCE WITH LAWS**

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

#### **SECTION SEVEN NONDISCRIMINATION**

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

#### **SECTION EIGHT DEFAULT**

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

#### **SECTION NINE TERMINATION**

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

**SECTION TEN**  
**GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN**  
**ATTORNEY FEES**

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

**SECTION TWELVE**  
**ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH**  
**ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN**  
**SEVERABILITY**


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

**SECTION FIFTEEN**  
**PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 7<sup>th</sup> DAY OF APRIL 2021.

CITY OF LAUREL

  
\_\_\_\_\_  
Thomas C. Nelson, Mayor

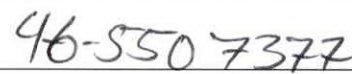
ATTEST:

  
\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

CONTRACTOR

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

Employer Identification Number

  
\_\_\_\_\_  
46-5507377

# TRUE NORTH CONTRACTING

South 4th and West

132

**File Attachments for Item:**

20. Resolution No. R21-41: Resolution Awarding Western Municipal Construction The Contract For The City Of Laurel's 5th Avenue Waterline Re-Route Project And To Authorize The Mayor To Sign All Documents Relating To The Project On The City's Behalf.



**RESOLUTION NO. R21-41**

**RESOLUTION AWARDING WESTERN MUNICIPAL CONSTRUCTION  
THE CONTRACT FOR THE CITY OF LAUREL'S 5<sup>TH</sup> AVENUE  
WATERLINE RE-ROUTE PROJECT AND TO AUTHORIZE THE  
MAYOR TO SIGN ALL DOCUMENTS RELATING TO THE PROJECT  
ON THE CITY'S BEHALF.**

WHEREAS, the City of Laurel planned and publicly advertised the project known as the 5<sup>th</sup> Avenue Waterline Re-Route Project, and the City received responsive bids from qualified contractors; and

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

WHEREAS Western Municipal Construction submitted a bid of \$929,633.50 and both KLJ and the City Staff have determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

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

BE IT FUTHER RESOLVED the City Council hereby awards the contract and project to Western Municipal Construction for its bid price of \$929,633.50. The Mayor and City Clerk are authorized to sign all necessary documents, agreements, or contracts on the City's behalf consistent with this resolution for the Project.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

---

Bethany Langve, Clerk/Treasurer

Approved as to form:

---

Sam Painter, Civil City Attorney



May 10, 2021  
Kurt Markegard  
City of Laurel  
115 W. 1st Street  
Laurel, MT 59044

Re: 5th Avenue Waterline Re-Route Project – Recommendation of Award

Dear Kurt:

Bids for the 5<sup>th</sup> Ave. Waterline Re-Route project were received on May 6, 2021. Six bids were opened and read aloud, with bid amounts being \$1,165,165.00, \$966,311.00, \$1,404,962.00, \$902,466.50, \$913,565.00, and \$1,322,179.00. All bids were considered responsive bidders. The bids were checked for mathematical accuracy and one discrepancy was found. Western Municipal miscalculated the total price of bid item #160 and subsequently their total base bid amount. Their recalculated total base bid amount is \$902,433.50.

Following the bid tabulation analysis, I contacted the County Engineer (Tim Miller) to let him know that the alternate bid item cost was \$27,200.00. This is bid item #201 and covers the County portion of W. 12<sup>th</sup> Street overlay. Tim confirmed that the County agrees to the estimated amount and would sign a Memo of Understanding (MOU) with the City to pay for this portion of the project.

The lowest bidder for the project is Western Municipal Construction. We recommend the contract for base bid and alternate bid be awarded to Western Municipal Construction for \$929,633.50. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Cop Construction to route final Contracts for the City's approval.

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

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh', written over a light blue grid background.

Ryan E. Welsh, PE  
Project Engineer

Enclosure(s): Notice of Award  
Certified Bid Tabulation

Project #: 2104-00542  
cc: file

## Notice of Award

Date: \_\_\_\_\_

Project: 5 <sup>th</sup> Avenue Water Re-Route Project	
Owner: City of Laurel	Owner's Contract No.:
Contract: As described in the Bid Documents	Engineer's Project No.: 2104-00118
Bidder: Western Municipal Construction	
Bidder's Address: 5855 Elysian Rd.	
Billings, MT 59101	

You are notified that your Bid dated May 6<sup>th</sup>, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the 5<sup>th</sup> Ave. Water Re-Route Project.

There was a mathematical error in your bid item # 160 Total Price. This error resulted in a difference of -\$33.00. Therefore, the estimated Contract Price of your Contract is Nine Hundred, Twenty-nine Thousand, Six Hundred, Thirty-three Dollars and Fifty Cents (\$929,633.50).

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

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

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: Conduct a Public Meeting on site to discuss construction schedule, traffic control, water shut downs, and other Construction specifics dealing with the public.

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

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

City of Laurel  
Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer





TABULATION OF BIDS  
5th AVENUE WATERLINE REROUTE PROJECT  
City of Laurel, MD  
May 6, 2021



ITEM	DESCRIPTION	UNIT	QTY	Western Municipal		JR Civil of Montana LLC		Mike Coleman Construction Inc.		Wilson Bros. Construction		Copp Construction		Whites Civil Contracting LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
101	Modulation	LS	1	\$72,400.00	\$72,400.00	\$70,455.00	\$70,455.00	\$85,000.00	\$85,000.00	\$50,000.00	\$50,000.00	\$12,200.00	\$12,200.00	\$110,000.00	\$110,000.00
102	Taxes, Insurance and Bonds	LS	1	\$24,000.00	\$24,000.00	\$28,491.00	\$28,491.00	\$45,100.00	\$45,100.00	\$55,000.00	\$55,000.00	\$11,700.00	\$11,700.00	\$40,000.00	\$40,000.00
103	Traffic Control	LS	1	\$18,000.00	\$18,000.00	\$40,000.00	\$40,000.00	\$27,000.00	\$27,000.00	\$15,000.00	\$15,000.00	\$6,250.00	\$6,250.00	\$28,000.00	\$28,000.00
104	Stormwater Management and Erosion Control	LS	1	\$8,000.00	\$8,000.00	\$16,493.00	\$16,493.00	\$17,000.00	\$17,000.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00
105	Temporary Water System, Undispatched Excavation	CV	520	\$20,400.00	\$10,608.00	\$54,736.00	\$29,473.60	\$52,200.00	\$27,100.00	\$14,500.00	\$14,500.00	\$21,100.00	\$21,100.00	\$32,000.00	\$32,000.00
106	Concrete Curb & Gutter Removal	LF	100	\$16.00	\$1,600.00	\$38.00	\$3,800.00	\$77.00	\$7,700.00	\$22.00	\$2,200.00	\$28.00	\$2,800.00	\$26.00	\$2,600.00
107	Concrete Curb & Gutter Removal	CV	100	\$7.10	\$710.00	\$14.00	\$1,400.00	\$17.80	\$1,780.00	\$5.00	\$500.00	\$37.00	\$3,700.00	\$9.00	\$900.00
108	Concrete Retention Wall Removal	SV	42	\$15.00	\$630.00	\$60.00	\$2,520.00	\$2,808.00	\$12,768.00	\$3.50	\$147.00	\$5.00	\$500.00	\$13.00	\$546.00
109	Non-Woven Geotextile Fabric	SV	7335	\$2.10	\$15,403.50	\$5.00	\$36,675.00	\$6,945.00	\$51,555.00	\$2.40	\$17,520.00	\$3.50	\$25,740.00	\$4.50	\$33,030.00
110	Geogrid	SV	2335	\$3.30	\$7,705.50	\$5.00	\$11,675.00	\$6,945.00	\$31,005.00	\$3.50	\$8,205.00	\$2.80	\$6,524.00	\$4.50	\$10,575.00
111	3" Minus Sub-base Course	CV	1545	\$21.00	\$32,445.00	\$43.00	\$66,435.00	\$66,435.00	\$102,652.50	\$40.00	\$62,400.00	\$3.50	\$5,385.00	\$4.50	\$10,425.00
112	1-1/2" Crushed Base Course	CV	915	\$21.00	\$19,215.00	\$41.00	\$37,935.00	\$85.00	\$77,812.50	\$45.00	\$41,175.00	\$3.00	\$2,745.00	\$3.00	\$2,745.00
113	Asphalt Concrete Pavement (2" Thick)	SV	2840	\$22.00	\$62,480.00	\$27.00	\$77,070.00	\$36,800.00	\$100,000.00	\$23.00	\$65,560.00	\$34.00	\$96,520.00	\$28.00	\$79,120.00
114	Asphalt Concrete Pavement Patch (Match Ex or 4" Thick)	SV	72	\$27.00	\$1,944.00	\$42.00	\$3,024.00	\$48.00	\$3,456.00	\$66.00	\$4,752.00	\$24.00	\$576.00	\$24.00	\$576.00
115	Gravel Alley Surface Repair	SV	80	\$20.00	\$1,600.00	\$15.00	\$1,200.00	\$112.00	\$8,960.00	\$15.00	\$1,200.00	\$12.00	\$960.00	\$12.00	\$960.00
116	Concrete Curb & Gutter	LF	190	\$70.00	\$13,300.00	\$78.00	\$14,820.00	\$67.00	\$12,726.00	\$18.00	\$3,420.00	\$32.00	\$5,792.00	\$32.00	\$5,792.00
117	Concrete Valley Gutter	SV	410	\$20.00	\$8,200.00	\$22.00	\$9,020.00	\$67.00	\$27,380.00	\$65.00	\$26,650.00	\$93.00	\$38,121.00	\$93.00	\$38,121.00
118	Concrete Sidewalk (4 inch Thick)	SV	815	\$20.00	\$16,300.00	\$24.00	\$19,560.00	\$18.00	\$14,670.00	\$18.00	\$14,670.00	\$25.00	\$20,375.00	\$25.00	\$20,375.00
119	Asphalt Mill (1-1/2" @ 2%)	SV	2050	\$3.00	\$6,150.00	\$6.00	\$12,300.00	\$18.00	\$36,900.00	\$18.00	\$36,900.00	\$25.00	\$51,250.00	\$25.00	\$51,250.00
120	Asphalt Overlay (2" Thick)	SV	730	\$16.00	\$11,680.00	\$20.00	\$14,600.00	\$5.00	\$3,650.00	\$5.00	\$3,650.00	\$11.00	\$8,030.00	\$11.00	\$8,030.00
121	Adjust Manhole	EA	3	\$330.00	\$990.00	\$87.00	\$261.00	\$96.00	\$288.00	\$4.00	\$12.00	\$5.00	\$15.00	\$5.00	\$15.00
122	Cut, Cap & Abandon Ex. Main	EA	4	\$510.00	\$2,040.00	\$672.00	\$2,688.00	\$1,552.00	\$6,208.00	\$1,000.00	\$4,000.00	\$600.00	\$2,400.00	\$600.00	\$2,400.00
123	Remove Existing Valve	EA	6	\$200.00	\$1,200.00	\$36.00	\$216.00	\$1,500.00	\$9,000.00	\$1,100.00	\$6,600.00	\$1,900.00	\$11,400.00	\$1,600.00	\$9,600.00
124	Abandon Existing Water Main	EA	6	\$1,740.00	\$10,440.00	\$1,740.00	\$10,440.00	\$3,694.00	\$22,164.00	\$1,100.00	\$6,600.00	\$1,900.00	\$11,400.00	\$1,600.00	\$9,600.00
125	Remove Existing Water Main	EA	6	\$1,740.00	\$10,440.00	\$1,740.00	\$10,440.00	\$3,694.00	\$22,164.00	\$1,100.00	\$6,600.00	\$1,900.00	\$11,400.00	\$1,600.00	\$9,600.00
126	Connect to Ex. Water Main	EA	11	\$3,400.00	\$37,400.00	\$3,400.00	\$37,400.00	\$7,390.00	\$81,290.00	\$5,000.00	\$50,000.00	\$1,700.00	\$18,700.00	\$4,800.00	\$52,800.00
127	12" C900 PVC Water Main	LF	2600	\$73.00	\$189,800.00	\$93.00	\$241,800.00	\$94.00	\$244,400.00	\$1,200.00	\$3,120.00	\$27.00	\$70,200.00	\$34.00	\$88,400.00
128	10" C900 PVC Water Main	LF	70	\$86.00	\$6,020.00	\$170.00	\$11,900.00	\$62.00	\$4,340.00	\$72.00	\$5,040.00	\$84.00	\$5,880.00	\$84.00	\$5,880.00
129	8" C900 PVC Water Main	LF	25	\$77.00	\$1,925.00	\$131.00	\$3,275.00	\$1,240.00	\$3,100.00	\$1,200.00	\$3,120.00	\$1,500.00	\$3,900.00	\$1,500.00	\$3,900.00
130	6" C900 PVC Water Main	LF	130	\$65.00	\$8,450.00	\$170.00	\$22,100.00	\$1,720.00	\$22,360.00	\$72.00	\$9,360.00	\$3,600.00	\$46,800.00	\$3,600.00	\$46,800.00
131	12" Gate Valve & Box	EA	15	\$3,600.00	\$54,000.00	\$4,935.00	\$74,025.00	\$5,200.00	\$78,000.00	\$45.00	\$6,750.00	\$3,600.00	\$12,960.00	\$3,600.00	\$12,960.00
132	10" Gate Valve & Box	EA	1	\$2,900.00	\$2,900.00	\$4,371.00	\$4,371.00	\$2,670.00	\$2,670.00	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
133	8" Gate Valve & Box	EA	1	\$2,000.00	\$2,000.00	\$2,925.00	\$2,925.00	\$2,670.00	\$2,670.00	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
134	6" Gate Valve & Box	EA	5	\$1,500.00	\$7,500.00	\$1,615.00	\$8,075.00	\$1,860.00	\$9,300.00	\$2,300.00	\$11,500.00	\$2,400.00	\$12,000.00	\$2,400.00	\$12,000.00
135	12" Tee	EA	3	\$3,000.00	\$9,000.00	\$3,751.00	\$11,253.00	\$3,000.00	\$9,000.00	\$1,800.00	\$5,400.00	\$3,600.00	\$10,800.00	\$3,600.00	\$10,800.00
136	12" x 10" Tee	EA	1	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$1,334.00	\$1,999.00	\$1,300.00	\$1,900.00	\$1,300.00	\$1,700.00	\$1,300.00	\$1,700.00
137	12" x 6" Tee	EA	6	\$1,000.00	\$6,000.00	\$2,897.00	\$17,382.00	\$1,100.00	\$6,600.00	\$1,400.00	\$8,400.00	\$1,100.00	\$6,600.00	\$1,100.00	\$6,600.00
138	6" Tee	EA	1	\$640.00	\$640.00	\$1,618.00	\$1,618.00	\$974.00	\$974.00	\$1,000.00	\$1,000.00	\$1,090.00	\$1,090.00	\$1,090.00	\$1,090.00
139	12" x 6" Cross	EA	1	\$1,100.00	\$1,100.00	\$1,754.00	\$1,754.00	\$460.00	\$460.00	\$800.00	\$800.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
140	18" x 12" Reducers	EA	1	\$1,600.00	\$1,600.00	\$2,765.00	\$2,765.00	\$980.00	\$980.00	\$1,200.00	\$1,200.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
141	12" x 8" Reducers	EA	1	\$840.00	\$840.00	\$1,056.00	\$1,056.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$1,870.00	\$1,870.00	\$1,870.00	\$1,870.00
142	12" x 6" Reducers	EA	1	\$810.00	\$810.00	\$2,468.00	\$2,468.00	\$515.00	\$515.00	\$1,000.00	\$1,000.00	\$1,870.00	\$1,870.00	\$1,870.00	\$1,870.00
143	10" - Bends	EA	12	\$740.00	\$8,880.00	\$3,716.00	\$44,592.00	\$750.00	\$9,000.00	\$900.00	\$900.00	\$800.00	\$9,600.00	\$800.00	\$9,600.00
144	6" - Bends	EA	1	\$400.00	\$400.00	\$2,561.00	\$2,561.00	\$605.00	\$605.00	\$800.00	\$800.00	\$835.00	\$835.00	\$835.00	\$835.00
145	Fire Hydrant Assembly	EA	5	\$6,100.00	\$30,500.00	\$6,337.00	\$31,685.00	\$7,700.00	\$38,500.00	\$6,500.00	\$32,500.00	\$5,100.00	\$25,500.00	\$5,100.00	\$25,500.00
146	Insulation Board	SV	680	\$5.70	\$3,876.00	\$14.00	\$9,520.00	\$3.60	\$2,448.00	\$13.00	\$8,960.00	\$6.00	\$4,080.00	\$6.00	\$4,080.00
147	Install 2" Water Service w/ Curb Box	EA	1	\$1,800.00	\$1,800.00	\$4,907.00	\$4,907.00	\$4,907.00	\$4,907.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00
148	Install 1" Curb Stop w/ Curb Box	EA	2	\$530.00	\$1,060.00	\$631.00	\$1,262.00	\$335.00	\$670.00	\$1,200.00	\$2,400.00	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00
149															



**File Attachments for Item:**

21. Resolution No. R21-42: A Resolution Of The City Council Authorizing The Mayor And City Clerk To Sign A Memorandum Of Understanding With Yellowstone County To Share Project Costs For City/County Streets And Roads.

**RESOLUTION NO. R21-42**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A MEMORANDUM OF UNDERSTANDING WITH YELLOWSTONE COUNTY TO SHARE PROJECT COSTS FOR CITY/COUNTY STREETS AND ROADS.**

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

Section 1: Approval. The Memorandum of Understanding (“MOU”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

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

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



## **MEMORANDUM OF UNDERSTANDING (MOU)**

### **City of Laurel 2021 Pavement Maintenance Project and 5<sup>th</sup> Avenue Waterline Re-Route Project Yellowstone County**

This **AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **YELLOWSTONE COUNTY**, its agents, and Board of County Commissioners, hereinafter referred to as “**COUNTY**”, and the **CITY OF LAUREL**, hereinafter referred to as “**CITY**”, to make road and other improvements in and near the City which includes a portion of certain property which are **COUNTY** roads but included in the **CITY**’s 2021 Pavement Maintenance Project and 5th Avenue Waterline Re-Route Project both hereinafter called “**Projects.**” based on the commonly known

#### **Scope of Work**

The **County** portion of the **Projects** are described within the letter dated May 13, 2021 from the **City**’s Engineers (KLJ Engineering) which is attached hereto and incorporated herein.

**WHEREAS**, the **CITY** agrees to pay for **CITY**’s portion of the **Project** and **COUNTY** agrees to pay for **COUNTY**’s portion as described and contained in KLJ’s May 13, 2021 letter, after the **Project** is procured and completed by the **CITY**.

**WHEREAS**, the **Project** will benefit **COUNTY**, **CITY**, local residents, and the traveling public in the area.

**THEREFORE BE IT AGREED** by **COUNTY** and **CITY** that each entity shall pay their respective portions for the **Projects**. The estimated cost for the **COUNTY** portions of both **Projects** is \$25,722.25 and \$32, 200.00 for a total **COUNTY** participation of \$57,972.25. If the cost of the **Projects** exceed the Engineer’s estimated costs provided herein, the **Project** may not proceed and neither party will be responsible for funding the **Projects** or payment under this agreement. The Parties reserve the right to review the bid amount and not participate as determined by the appropriate governing body or elected official. The final quantities of both **Projects** will be summarized at the completion of each **Project** and provided to each party.

The parties further agree that all contractor bidding will be managed by the **CITY** and **CITY** shall contract with the successful bidder to complete the project in compliance with state law.

**TERMINATION OF AGREEMENT:** This agreement will remain in effect until it is mutually terminated by all parties or upon satisfactory completion of the project.

YELLOWSTONE COUNTY, MONTANA – BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_ Witness: \_\_\_\_\_  
Donald Jones Jeff Martin, Clerk and Recorder  
Chair, Board of County Commissioners

By \_\_\_\_\_  
John Ostlund Board of County Commissioners

By \_\_\_\_\_  
Dennis Pitman  
Member, Board of County Commissioners

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer



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

May 13, 2021

Mr. Kurt Markegard  
 Public Works Director  
 City of Laurel  
 PO Box 10  
 115 West First Street  
 Laurel, MT 59044

Re: County Portions of the 2021 Pavement Maintenance Project and 5th Ave. Waterline Re-Route Project

Dear Mr. Markegard:

As you are aware, the two above projects for the City of Laurel contain certain areas that are Yellowstone County roads. In specific, the portion of W. 12<sup>th</sup> Street that is identified on the bid form for the 5<sup>th</sup> Ave. Waterline Re-Route project as "Alternate Bid". The Engineer's estimate of quantity for this item is 1,600 square yards. The low bidder of the base bid was Western Municipal and their unit price for this item was \$17.00/sy. This equates to an estimated cost for this item of \$27,200.00. Including additional design, coordination, and inspection; the County addition for Engineering to the project is \$5,000.00.

The area of the 2021 Pavement Maintenance project that are County roads are portions of E. 8<sup>th</sup> Street. In particular they are from Alder Ave. to Cottonwood Ave., the north half from Date Ave. to Elm Ave., and from Fir Ave. to Mulberry Ave. The Engineering portion added to the project is \$3,500.00. The low bidder on this project was Hard Drives Construction. The estimated quantity of repair items and Harddrives Unit costs for those items are presented below.

Item	Description	Qty	Unit	Unit Price	Total Price
104	Crack route & Seal	2,110	LF	\$ 1.00	\$2,110.00
105	CHFRS-wP Asphalt seal & Chip Coat - 3/8" Gradation	4,500	SY	\$ 2.00	\$9,000.00
106	SS-1 or SS-1h Asphalt Tack Coat Fog Seal	585	GAL	\$ 3.25	\$1,901.25
107	4" Asphalt Concrete Pavement Patching - Type B - Surface Course	151	SY	\$ 61.00	\$9,211.00
<b>Total of County Bid Items</b>					<b>\$22,222.25</b>



In summary, the County cost for the 2020 Pavement Maintenance project and 5<sup>th</sup> Ave. Waterline Re-Route projects are estimated to be \$25,722,25 and \$32,200, respectively. The final quantities for each project will be summarized at the completion of each project. Please let me know if you have any questions or comments.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh', written over the printed name.

Ryan E. Welsh, P.E.

Project Engineer

Project #: 2004-00831 & 2104-00118

cc: Tim Miller, County Engineer

File

**File Attachments for Item:**

22. Resolution No. R21-43: Resolution Awarding Cop Construction The Contract For The City Of Laurel's Yellowstone River Water Crossing Project And To Authorize The Mayor To Sign All Documents Relating To The Project On The City's Behalf.

**RESOLUTION NO. R21-43**

**RESOLUTION AWARDDING COP CONSTRUCTION THE CONTRACT FOR  
THE CITY OF LAUREL'S YELLOWSTONE RIVER WATER CROSSING  
PROJECT AND TO AUTHORIZE THE MAYOR TO SIGN ALL  
DOCUMENTS RELATING TO THE PROJECT ON THE CITY'S  
BEHALF.**

WHEREAS, the City of Laurel planned and publicly advertised the project known as the Yellowstone River Water Crossing Project, and the City received responsive bids from qualified contractors; and

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

WHEREAS COP Construction submitted a bid of \$281,740.00 and both KLJ and the City Staff have determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

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

BE IT FUTHER RESOLVED the City Council hereby awards the contract and project to Cop Construction for its bid price of \$281,740.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements, or contracts on the City's behalf consistent with this resolution for the Project.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

---

Bethany Langve, Clerk/Treasurer

Approved as to form:

---

Sam Painter, Civil City Attorney





May 3, 2021

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

Re: Yellowstone River Water Crossing Project – Recommendation of Award

Dear Kurt:

Bids for the Yellowstone River Water Crossing project were received April 29, 2021. Two bids were opened and read aloud, with bid amounts being \$341,120.00 and \$281,740.00. The bids were checked for mathematical accuracy and no discrepancies were found.

The lowest bidder is Cop Construction. We recommend the contract be awarded to Cop Construction, accordingly. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Cop Construction to route final Contracts for the City's approval.

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

Sincerely,

KLJ

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

Ryan E. Welsh, PE  
Project Engineer

Enclosure(s): Notice of Award  
Certified Bid Tabulation

Project #: 2004-00542  
cc: file

# Notice of Award

Date: \_\_\_\_\_

Project: Yellowstone River Water Crossing Project

Owner: City of Laurel

Owner's Contract No.:

Contract: As described in the Bid Documents

Engineer's Project No.: 2004-00542

Bidder: Cop Construction Inc.

Bidder's Address: 242 S. 64<sup>th</sup> St West

Billings, MT 59106

You are notified that your Bid dated April 29, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Yellowstone River Water Crossing Project.

The Contract Price of your Contract is Two Hundred Eighty-one Thousand, Seven hundred and Forty Dollars and Zero Cents (\$281,740.00).

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

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

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

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

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

City of Laurel

Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

**TABULATION OF BIDS**  
Yellowstone River Waterline Crossing - KLJ#2004-00542  
CITY OF LAUREL, MONTANA  
April 29, 2021



Base Bid				Engineers Opinion of Cost		Western Municipal		Cop Construction	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$53,200.00	\$53,200.00	\$ 8,000.00	\$ 8,000.00
102	Taxes, Bonds & Insurance	1	LS	\$7,000.00	\$7,000.00	\$10,600.00	\$10,600.00	\$ 6,000.00	\$ 6,000.00
103	Construction Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$54,400.00	\$54,400.00	\$ 23,000.00	\$ 23,000.00
104	Connect to Ex. Water	2	EA	\$3,500.00	\$7,000.00	\$3,700.00	\$7,400.00	\$ 7,000.00	\$ 14,000.00
105	4" PVC Water Main	20	LF	\$30.00	\$600.00	\$140.00	\$2,800.00	\$ 5.00	\$ 100.00
106	4" PVC to HDPE Coupler	2	EA	\$1,800.00	\$3,600.00	\$530.00	\$1,060.00	\$ 690.00	\$ 1,380.00
107	4" HDPE Water Main	20	LF	\$30.00	\$600.00	\$84.00	\$1,680.00	\$ 4.50	\$ 90.00
108	4" HDPE Insulated Water Main	665	LF	\$60.46	\$40,208.00	\$244.00	\$162,260.00	\$ 262.00	\$ 174,230.00
109	Expansion Joints	5	EA	\$4,300.00	\$21,500.00	\$2,600.00	\$13,000.00	\$ 2,300.00	\$ 11,500.00
110	Air Release Structure	1	EA	\$500.00	\$500.00	\$370.00	\$370.00	\$ 1,100.00	\$ 1,100.00
111	Remove & Replace Mounting Bracket	10	EA	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$ 520.00	\$ 5,200.00
112	4" HDPE Pipe Bends	5	EA	\$800.00	\$4,000.00	\$690.00	\$3,450.00	\$ 1,600.00	\$ 8,000.00
113	Tree Removal	1	EA	\$1,000.00	\$1,000.00	\$860.00	\$860.00	\$ 2,000.00	\$ 2,000.00
114	Connect to Junction Box	1	EA	\$600.00	\$600.00	\$13,300.00	\$13,300.00	\$ 5,500.00	\$ 5,500.00
115	Thermocable	900	LF	\$1.66	\$1,494.00	\$13.00	\$11,700.00	\$ 22.00	\$ 19,800.00
116	Exploratory Excavation	4	Hrs	\$ 460.00	\$ 1,840.00	\$ 260.00	\$ 1,040.00	\$ 460.00	\$ 1,840.00
Total of Base Bid				\$122,442.00		\$341,120.00		\$ 281,740.00	

This represents a true tabulation of bids opened and read on April 29, 2021.

Ryan Welsh

Project Engineer

Date: April 29, 2021

**File Attachments for Item:**

23. Resolution No. R21-44: A Resolution Approving Amendment No. 1 To The Previously Approved Task Order Authorizing Kadrmas, Lee & Jackson, Inc. To Provide Additional Services For The City Of Laurel's H2s Remediation Improvements Project.

**RESOLUTION NO. R21-44**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PREVIOUSLY APPROVED TASK ORDER AUTHORIZING KADRMAS, LEE & JACKSON, INC. TO PROVIDE ADDITIONAL SERVICES FOR THE CITY OF LAUREL'S H2S REMEDIATION IMPROVEMENTS PROJECT.**

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

WHEREAS, the City previously approved a Task Order authorizing engineering services for the City of Laurel's H2S Remediation Improvements Project; and

WHEREAS, the additional work will require additional engineering services as described in Amendment #1 which is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment #1 to the previously approved Task Order authorizing additional services for additional compensation for the City's H2S Remediation Improvements Project is hereby approved and the Mayor is hereby authorized to execute the attached Amendment #1 on the City's behalf.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

This is **EXHIBIT K**, consisting of two pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 5, 2017.

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**Amendment To Task Order No. 1**

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**1. Background Data:**

- a. Effective Date of Task Order: February 20, 2018
- b. Owner: City of Laurel
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: H2S Remediation Improvements

**2. Description of Modifications**

- a. Engineer shall perform the following Preliminary and Final Design Phase Services: Design a replacement receiving manhole to accommodate a Titus Twister unit along with the site design for the control panel and coordination with the MDOT and power company. This effort will include design survey but does not include legal survey. Any legal survey work can be completed under Additional Services. This effort includes coordination with the power company to drop in 115V power to the control panel. If any electrical engineering design becomes needed, this can be provided under Additional Services. This effort will modify the scope as defined in Preliminary Design Phase (A1.02) and Final Design Phase (A1.03), of the project.
- b. For the additional Design Phase Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: An additional \$36,350 for the Preliminary and Final Design Phase (increasing the amount from \$30,560.00 to \$66,910.00). The Total Compensation is increased by \$36,650 (increasing the amount from \$58,230.00 to \$94,580.00).
- e. The schedule for rendering services under this Task Order is modified as follows: Engineer will work in good faith to have the project ready for bidding by August 31, 2021.

### 3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$58,230.00
b.	Net change for prior amendments:	\$0.00
c.	This amendment amount:	\$36,350.00
d.	Adjusted Task Order amount:	\$94,580.00

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

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 25, 2021.

OWNER:

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

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

ENGINEER:

By: Mark Anderson

Title: Vice President, EPW

Date  
Signed: \_\_\_\_\_



2611 Gabel Road  
Billings, MT 59102-7329  
406 245 5499  
[KLJENG.COM](http://KLJENG.COM)

May 5, 2021

Mr. Kurt Markegard  
Director of Public Works  
City of Laurel  
P.O. Box 10  
Laurel, Montana 59044

Re: Laurel H2S Remediation Improvements – Amendment 1

Dear Kurt:

Over the past three years, this project has changed significantly from the original plan of adding a simple aeration system at the Village Lift Station. Over this time, KLJ researched numerous alternatives, coordinated two different pilot studies, analyzed pilot study results, and revised the Technical Memorandum several times. We have now settled on a solution to the problem with the replacement of the receiving manhole and the installation of a Titus Twister in the new manhole. This approach should reduce the odor and corrosion in the gravity sewer without replacing the force main.

The efforts taken to reach this solution has used approximately \$42,130 of the original \$58,230 budget. We now have approximately \$16,100 remaining in our original budget. We estimate it will take approximately \$36,350, in addition to our remaining budget, to complete the design permitting and construction phase for this project. We are requesting a fee increase of \$36,350 to complete this project.

Attached is a draft amendment for your consideration. Please let us know if you have any questions regarding this addendum.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Doug Whitney', written over a horizontal line.

Douglas C. Whitney PE  
Project Manager

Enclosure(s): Addendum 1  
Project #: 1804-00122  
cc: File



**File Attachments for Item:**

24. Resolution No. R21-45: A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The City Capital Improvements Plan (CIP).

**RESOLUTION NO. R21-45**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN  
THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE SERVICE  
FOR THE CITY CAPITAL IMPROVEMENTS PLAN (CIP).**

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

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

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

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

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

## **Task Order: City of Laurel Capital Improvement Plan**

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

### **1. Background Data**

- A. Effective Date of Task Order: May 3, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): City of Laurel 5-Year Capital Improvement Plan
- E. Specific Project (description): Planning services related to subdivision, zoning, development, floodplain hazard management, reviews and other related work

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

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

### **3. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are:  
  
Set forth in Part 2—Additional Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

#### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

#### 5. Task Order Schedule

Planning services shall be completed within the timelines found in the applicable local regulations or Montana Law. It is anticipated that services will be provided "on-call" throughout the duration of the Agreement, upon request of Owner.

#### 6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1)	\$125,000.00	Lump Sum
2. Additional Services (Part 2)	\$ (tbd)	Direct Labor

~~\*Based on a [ ] month continuous construction period.~~

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

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

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

#### 8. Other Modifications to Agreement and Exhibits:

Agreement Exhibit C "Payments to Engineer for Services and Reimbursable Expenses" Article 2, Part C2.02 is modified as follows. All other parts of Agreement Exhibit C remain unchanged.

C. Direct Labor Costs Times a Factor

- For the specified category of services, Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.4 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
- Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services shall be stated in the Task Order.
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

## 9. Attachments:

Exhibit A – Engineer's Services for Task Order

## 10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition as amended by Amendment No. 1 dated October 13, 2020

## 11. Terms and Conditions

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

The Effective Date of this Task Order is May 3, 2021.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

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

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

Print Name: Thomas C. Nelson

Print Name: Mark Anderson

Title: Mayor

Title: Vice President

Engineer License or Firm's  
Certificate No. (if required): PEL-EF-LIC-37  
State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Thomas C. Nelson

Name: Matthew Smith, PE, PMP

Title: Mayor

Title: Project Manager

Address: PO Box 10  
Laurel, MT 59044

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

Phone: 406-628-4796

Address: PO Box 80303  
Billings, MT 59108

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

Phone: 406-245-5499

## **Engineer's Services for Task Order: City of Laurel Capital Improvement Plan**

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### **PART 1—BASIC SERVICES**

#### **A1.01 Capital Improvement Plan**

- A. As Basic Services and upon request by Owner, Engineer shall:
1. For the purpose of this Task Order, Capital Expenditures shall be defined as items, services or expenditures that are \$50,000.00 or have a useful life of 5-years or longer.
  2. Conduct up to four (4) meetings/site visits to gather data and needs from the various City Departments, review existing conditions and facilities, unless such visits are not necessary or applicable.
    - a. Public Works
      - 1) Water Systems
      - 2) Wastewater Systems
      - 3) Storm Drain Systems
      - 4) Roads and Streets
      - 5) Public Works Buildings
      - 6) Public Works Vehicles and Equipment
      - 7) Solid Waste Equipment
      - 8) Container Site Equipment and Buildings
    - b. Police Department
    - c. Fire Department
    - d. EMS Department
    - e. City Administration
      - 1) Public Buildings
    - f. Parks and Recreation
      - 1) Buildings and Facilities
      - 2) Equipment
      - 3) Vehicles
    - g. Engineer will summarize the identified capital expenditures.
    - h. Develop Improvement Prioritization

- 1) The Engineer will provide the Owner with the summary of identified capital expenditures by Department and Sub-Department Units
- a) The Owner will set priorities for each Department and Sub-Department Unit.
- i. Develop Opinion of Probable Costs
  - 1) Based on the identified capital expenditures, the Engineer will develop budgetary level opinions of costs for the identified capital expenditures. These cost opinions will be budgetary level only intended for Planning Purposes.
- j. Develop Capital Improvements Schedule
  - 1) Based on the identified capital expenditures, the Engineer will develop a preliminary capital expenditure schedule for the next five (5) years. The time frame for this will be based on the fiscal year 2022 through Fiscal 2026. (July 2021 to June 2026)
- k. Summary of Potential Capital Project Funding
  - 1) Based on the identified capital expenditures, the Engineer will develop a summary of potential funding sources for the identified expenditures.
- l. Develop a Five Year Capital Improvement Plan
  - 1) Based on the identified capital expenditures the Engineer will develop a draft CIP and deliver to the Owner ten (10) copies of the draft CIP.
  - 2) The Engineer will meet once with the City Council to review the draft CIP and collect comments on the document and necessary changes to meet the Governing Bodies priorities.
  - 3) Based on the comments received from the Owner, the Engineer will revise the draft CIP and deliver to the Owner ten (10) copies of the Final CIP for public hearing and adoption by the Governing Body.
3. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional relevant data and information, for Engineer's use in providing planning services.
4. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements.
5. Attend and/or facilitate two (2) public hearings, City Council meetings, workshops, board/committee meetings, etc.
6. Provide the Owner ten (10) paper copies and one (1) electronic copy of the Final adopted Capital Improvement Plan
- B. Engineer's services shall be completed within the timelines found in the applicable local regulations or Montana Law. It is anticipated that services will be provided "on-call" throughout the duration of the Agreement, upon request of Owner.



## PART 2—ADDITIONAL SERVICES

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

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. None.

**File Attachments for Item:**

25. Resolution No. R21-46: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Canyon Electric For Electrical Work For The City's Building Commonly Known As "Jaycee Hall" Located In Riverside Park.

**RESOLUTION NO. R21-46**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH CANYON ELECTRIC FOR ELECTRICAL WORK  
FOR THE CITY'S BUILDING COMMONLY KNOWN AS "JAYCEE HALL"  
LOCATED IN RIVERSIDE PARK.**

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

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

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

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

Canyon Electric  
5445 Hesper Rd.  
Billings, Mt. 59106  
Attention: Greg Miller  
406-208-7615

28 April 2021  
Laurel Asseblly Venue

Re: Proposal for Laurel Asseblly Venue

We are pleased to quote the Electrical Installation on the above referenced project please see installation sheet.

**Qualifications:**

1. Please see installation Report for quantity's for scope of work
2. All new wiring to meet the requirements of the National Electrical Code.
3. Includes budget for changing out light fixtures and paddle fans
4. Retrofit all fluorescent to LED's
5. Adding exit and emergency lights as needed
6. Updating all outlets and switches to new
7. New electrical service
8. New feeder and 1- new sub panel in hallway
9. Kitchen fixing all wiring to code
10. reworking all switches to normal switch height
11. installing exterior egress lighting to code
12. Attic clean up old wiring
13. Furnaces bring up to code
14. Electrical permit

**Exclusions:**

1. Utility Company's Charges and cost
2. Fire Alarm system

**Pricing:**

For the Sum of \$13,736.43

**Qualifications:**

Wiring will be done in NMB in interior walls and attic space were possible as meets Code by information given to me  
By Laurel- Kurt Markegard building type.

Finally we would like to thank you for the opportunity to quote this project. If you have any questions, please call  
us or email.

Sincerely,

---

Greg Miller  
Canyon Electric

**Job ID:** JOB-1221  
**Project:** Laurel Asseblly Venue



## Installations Report

<b>Vendor:</b> BORDERST		<b>Labor Level:</b> CONEST			<b>28 Apr 2021 17:06:06</b>	
Description	Lab Class	Qty	Material \$	Labor \$	Unit Price \$	Extension \$
<b>CSI Code:</b>		<b>Phase: RESIDENTIAL &gt; BATHROOM 1&amp;2</b>				
DX-GFCI BATHROOM-REMODEL	ELECTRICAL	2	62.76	82.08	144.85	289.69
SURFACE CEILING-MNT 1-Led	ELECTRICAL	4	0.49	16.79	17.28	69.12
Phase: RESIDENTIAL > BATHROOM 1&2 TOTALS			127.47	231.33		358.81
<b>CSI Code:</b>		<b>Phase: RESIDENTIAL &gt; HALL</b>				
EXIT SURFACE WALL MNT	ELECTRICAL	2	155.15	143.44	298.59	597.18
LABOR HOURS MISC	ELECTRICAL	4	38.57	54.17	92.74	370.94
S	ELECTRICAL	1	39.95	36.43	76.38	76.38
S3	ELECTRICAL	2	91.56	53.48	145.04	290.08
SURFACE CEILING-MNT 1- Led	ELECTRICAL	2	82.33	48.63	130.96	261.92
Phase: RESIDENTIAL > HALL TOTALS			852.28	744.22		1,596.51
<b>CSI Code:</b>		<b>Phase: RESIDENTIAL &gt; KITCHEN</b>				
DX GFCI KITCHEN-REMODEL 20A	ELECTRICAL	2	64.91	81.81	146.72	293.44
DX-GFCI	ELECTRICAL	1	21.84	11.92	33.76	33.76
ELECTRIC WATER HEATER wiring only	ELECTRICAL	1	219.88	137.32	357.20	357.20
GAS FURNACE wiring only	ELECTRICAL	1	110.55	237.92	348.46	348.46
LABOR HOURS MISC bringing up to code and Range wire	ELECTRICAL	4	30.85	54.17	85.02	340.09
PADDLE FAN	ELECTRICAL	1	185.60	72.59	258.19	258.19
S	ELECTRICAL	1	29.33	32.22	61.55	61.55
SURFACE CEILING-MNT 1-Led	ELECTRICAL	1	82.33	48.63	130.96	130.96
Phase: RESIDENTIAL > KITCHEN TOTALS			902.76	920.90		1,823.66
<b>CSI Code:</b>		<b>Phase: RESIDENTIAL &gt; DANCE ROOM</b>				
EXIT SURFACE WALL MNT	ELECTRICAL	4	166.59	96.50	263.10	1,052.39
Led Tube ballast bypass 48"	ELECTRICAL	32	15.43	7.25	22.68	725.71
LABOR HOURS MISC fixing wiring to code	ELECTRICAL	9	30.85	54.17	85.02	765.20
PADDLE FAN	ELECTRICAL	1	154.75	70.96	225.71	225.71
SURFACE CEILING-MNT Led	ELECTRICAL	4	77.62	20.04	97.66	390.64
SURFACE WALL-MNT Led	ELECTRICAL	2	77.62	16.79	94.41	188.82
Phase: RESIDENTIAL > DANCE ROOM TOTALS			2,058.15	1,290.33		3,348.48
<b>CSI Code:</b>		<b>Phase: RESIDENTIAL &gt; ROOM WITH FIREPLACE</b>				
DX GFCI KITCHEN-REMODEL 20A	ELECTRICAL	1	70.50	88.84	159.35	159.35
EXIT SURFACE WALL MNT	ELECTRICAL	2	128.25	97.24	225.49	450.99
Led tubes for t12 ballast bypass	ELECTRICAL	8	30.85	9.67	40.52	324.18
FURNACE REWORK	ELECTRICAL	2	92.56	162.51	255.07	510.14
SURFACE CEILING-MNT Led	ELECTRICAL	3	77.62	40.63	118.25	354.74
Phase: RESIDENTIAL > ROOM WITH FIREPLACE TOTALS			991.80	807.59		1,799.39
<b>CSI Code:</b>		<b>Phase: RESIDENTIAL &gt; EXTERIOR</b>				
LIGHTS REWORK	ELECTRICAL	3	77.66	112.86	190.52	571.57
SURFACE WALL-MTD led egress lights	ELECTRICAL	2	142.98	70.07	213.05	426.11
Phase: RESIDENTIAL > EXTERIOR TOTALS			518.95	478.73		997.68
<b>CSI Code:</b>		<b>Phase: RESIDENTIAL &gt; ATTIC</b>				
LABOR HOURS cleaning up wiring in attic	ELECTRICAL	12	23.14	43.34	66.48	797.71
Phase: RESIDENTIAL > ATTIC TOTALS			277.67	520.03		797.71
<b>CSI Code:</b>		<b>Phase: RESIDENTIAL SERVICE &gt; SERVICE</b>				
200A OH-MAST/COMB LOAD-CENTER/METER	ELECTRICAL	1	1,012.51	595.68	1,608.19	1,608.19
Phase: RESIDENTIAL SERVICE > SERVICE TOTALS			1,012.51	595.68		1,608.19

Description	Lab Class	Qty	Material \$	Labor \$	Unit Price \$	Extension \$
<b>CSI Code:</b> <i>Phase: RESIDENTIAL SERVICE &gt; FEEDER AND PANEL</i>						
ALUM SER CABLE FEEDER 100A 3W	ELECTRICAL	50	2.88	2.06	4.94	246.81
CORE DRILL	ELECTRICAL	4	119.18	145.65	264.83	1,059.33
PVC LB CONDUIT BODY 2	ELECTRICAL	1	15.69	29.79	45.48	45.48
PVC MALE ADAPTER 2	ELECTRICAL	1	1.00	8.40	9.40	9.40
PVC SCH 80 2	ELECTRICAL	5	6.87	2.13	9.00	44.99
Phase: RESIDENTIAL SERVICE > FEEDER AND PANEL TOTALS			671.66	734.36		1,406.01
TOTAL PROJECT COST:			7,413.24	6,323.18		13,736.43

BID NOTES

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 25<sup>th</sup> day of May 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Canyon Electric, a contractor licensed to conduct business in the State of Montana, whose address is 5445 Hesper Rd. Billings, MT 59106, hereinafter referred to as "Contractor".

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated April 28, 2021, attached hereto as Exhibit "A" and by this reference made part of this contract.

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

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

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor thirteen thousand seven hundred thirty six dollars and forty three cents (\$13,736.43) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY'S RESPONSIBILITIES**

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

### **SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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



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

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

## **SECTION FIVE INDEMNITY AND INSURANCE**

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

## **SECTION SIX COMPLIANCE WITH LAWS**

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

## **SECTION SEVEN NONDISCRIMINATION**

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

## **SECTION EIGHT DEFAULT**

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

## **SECTION NINE TERMINATION**

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

**SECTION TEN**  
**GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN**  
**ATTORNEY FEES**

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

**SECTION TWELVE**  
**ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH**  
**ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN**  
**SEVERABILITY**

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

**SECTION FIFTEEN**  
**PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 25<sup>th</sup> DAY OF MAY 2021.

CITY OF LAUREL

CONTRACTOR

---

Thomas C. Nelson, Mayor

---

Canyon Electric

ATTEST:

Employer Identification Number

---

Bethany Langve, Clerk/Treasurer

---

**File Attachments for Item:**

26. Resolution No. R21-47: A Resolution Of The City Council Authorizing The Release Of Funds From The Tax Increment Financing District Fund For Façade Improvements And Building Repairs For The Property Located At 221 West Main, Laurel Montana.

**RESOLUTION NO. R21-47**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE  
RELEASE OF FUNDS FROM THE TAX INCREMENT FINANCING DISTRICT FUND FOR  
FAÇADE IMPROVEMENTS AND BUILDING REPAIRS FOR THE PROPERTY LOCATED AT  
221 WEST MAIN, LAUREL MONTANA.**

WHEREAS, the City Council previously approved a Façade Grant Request Program proposed by the Laurel Urban Renewal Agency (LURA); and

WHEREAS, the owner of the property listed herein submitted a Grant Request for façade improvements and building repairs for his property and such property is located within the Tax Increment Financing District: Owner: David Atkins. Property address: 221 West Main; and

WHEREAS, the LURA Board reviewed the application and recommends approval for the above Property in the amounts provided in the attached letter; and

WHEREAS, the application was complete, the project is eligible for grant assistance and LURA recommends funding of the same as provided in the attached letter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the grant request for façade improvements and building repairs are approved for the following: Owner: David Atkins: 221 West Main: Façade: \$9000 and Building Repair: \$5000

BE IT FURTHER RESOLVED, the Mayor, CAO, and City Clerk Treasurer are authorized to utilize the appropriately designated accounts to pay the grants upon submission of the required documentation from the Property Owner.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member

\_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 25<sup>th</sup> day of May 2021.

APPROVED by the Mayor this 25<sup>th</sup> day of May 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



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

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

1. Roll Call

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

Mardie

Daniel

Don Smarsh

Judy Goldsby

Nick Altonaga (City of Laurel)

Leslie Atkins (applicant)

Dennis Eaton (arrived at 11:20am)

**General Items**

2. Approve Meeting Minutes: March 15, 2021

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

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

Mardie seconded.

Motion Carried.

3. Big Sky EDA Update

Dianne was not present.

4. Beartooth RC&D Update

Steve was not present.

**New Business**

5. Small Grant Application: Mel's Auto Clinic

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

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

Mardie Seconded.

Motion Carried.

**Old Business**

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

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

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

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

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

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

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

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

### **Other Items**

#### 8. Budget Review

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

### **Announcements**

#### 9. Adjourn

Don Motioned to Adjourn.  
Dennis Seconded.  
Motion Carried.

Meeting was adjourned at 11:46AM

#### 10. Next Meeting: May 17, 2021

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

### **DATES TO REMEMBER**

LURA Small Grants 2021											2021
Applicant	Project	Application Date	Start Date	Completion Date	Technical Assistance (\$4,000)	Façade (\$9,000)	Sign (\$3,000)	General Small Grant (\$5,000)	LURA Approved Amount	LURA Approval Date	Total Awarded Amount
David Atkins	7 3rd Ave - Repair façade, repoint brickwork, repair sidewalk	12/29/2020	12/29/2020	4/30/2021		\$ 9,000.00		\$ 5,000.00	\$ 14,000.00	4/19/2021	\$ 14,000.00
Nancy Rutt	507-511 W. Main Street - Install New Sign on structure. New illuminated signage, creating more pleasing visual	2/1/2021	10/1/2020	12/1/2020			\$ 1,840.00		\$ 1,840.00	2/22/2021	\$ 1,840.00
Amy Mullaney	112 S 1st Ave - Install new signage above office space for property management company	2/17/2021	3/1/2021	4/15/2021			\$ 2,111.14		\$ 2,111.14	2/22/2021	\$ 2,111.14
Carl Jones	619 E Main St. - Technical Assistance Grant for the architectural and conceptual design of renovation of Mel's Auto Clinic.	3/30/2021	5/1/2021	10/1/2021	\$ 4,903.55				\$ 4,904.00	4/19/2021	\$ 4,904.00
Ken and Peggy Miller	201 E Main St. - Upgrade HVAC system and Commercial and Rental units, update insulation and building interior.							\$ 16,940.00	\$ 5,000.00	4/19/2021	\$ 5,000.00
					\$ 4,903.55	\$ 9,000.00	\$ 3,951.14	\$ 5,000.00	\$ 27,855.14		





## LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. 20-0220-113212

OFFICE USE ONLY

LURA REVIEW	DATE
PLANNER REVIEW	DATE
CITY COUNCIL	DATE

### Grant Application

- ☒ Small Grant (up to \$5,000)  
☐ Technical Assistance Grant  
☒ Façade Grant  
☐ Signage and Awning Grant (Up to \$3,000)  
☐ Large Grant (Greater than \$5,000)

Applicant Name (Last, First Middle) <b>DAVID &amp; LESLIE ATKINS</b>		Applicant Phone <b>(406) 670-3427</b>	
Applicant Mailing Address (Street, City, State Zip) <b>7 3RD AVE 59044</b>		Applicant E-Mail Address <b>DAVID J ATKINS 89@gmail.com</b>	
Business Name		Laurel Business License Number	
Business Physical Address (Street, City, State Zip)		Business Phone ( ) -	
Business Activities (i.e. retail, office, etc.)			
Business Owner Name (Last, First Middle)		<input type="checkbox"/> Same as Applicant	
Business Owner Mailing Address (Street, City, State Zip)		Business Owner Phone ( ) -	
Business Owner E-Mail Address		Business Owner E-Mail Address	
Building Frontage (building length along a public street) <b>160 feet</b>	Building Height (number of stories defined by current code) <b>40 feet 2 stories</b>	Historical District Building <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Approved <b>1 / 1</b>
Property Legal Description (i.e. assessor parcel number) <b>EAST LAUREL TOWNSHIP BLOCK 2 LOT 9-10</b>			
Property Legal Owner and Contact Information <b>DAVID &amp; LESLIE ATKINS</b>			

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature

Date (MM/DD/YYYY)

**12 / 29 / 20**

**INCOMPLETE APPLICATIONS  
SHALL BE RETURNED**

Application processing time is a  
minimum of 60 business days.

Return Completed Applications To:  
Laurel Urban Renewal Agency (LURA)  
ATTN: City Planner  
PO Box 10  
Laurel, MT 59044  
(406) 628-7431

Applicant Initials **DA**

Page 1 of 1

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Previous Applications (if any)	Date	Control No.	Approved	
LARGE GRANT	/ /		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
FACADE	/ /		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
TECHNICAL	/ /		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

RENTAL PROPERTY, NOT A BUSINESS.

Brief Description of Project.

REPAIR/REPOINT BRICKWORK, REPLACE SIDEWALK

Brief Description of Project Time Line.

PLAN TO BE COMPLETE SPRING 2021

Explain how the project will support and/or improve the down town district.

BRICKS WON'T FALL ON PEOPLE, IT WILL LOOK BETTER,  
SIDEWALK WILL NO LONGER BE AN EYESORE OR A TRIPPING  
HAZARD.

What type(s) of development and/or physical improvements are being considered?

SAME QUESTION?

Name and Address of Technical Assistance Firm.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Contractor that will complete the work.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ROSSMAN MASONRY 2106 PATRICIA LN.  
J.D.D. CONCRETE BILLINGS  
1514 RIDGE DR. 59044

Applicant Initials



Pa

What type of general **Small Grant** is needed?

MCA

LURA Funds

Applicant Funds

Requested

Committed

<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$ _____	\$ _____
<input checked="" type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$ <u>4,600.</u>	\$ <u>9,200.</u>
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$ _____	\$ _____
<input checked="" type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$ _____	\$ _____
<input type="checkbox"/> Walls ( <del>interior</del> ) <b>EXTERIOR (STRUCTURE)</b>		\$ <u>400.</u>	\$ <u>30,000.</u>
<input type="checkbox"/> Roof, Ceiling		\$ _____	\$ _____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$ _____	\$ _____
<input type="checkbox"/> Insulation		\$ _____	\$ _____
<input type="checkbox"/> Programmable Thermostats		\$ _____	\$ _____
<input type="checkbox"/> Solar Panels and Systems		\$ _____	\$ _____

TOTAL: \$ 5,000.

39,200  
\$ 39,200.

Applicant Initials SA

Pa



What type of **Small Grant** is needed?

	Hours (up to 30 total)	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Technical Assistance			
<input type="checkbox"/> Architectural/Design Fees	_____	\$_____.____	\$_____.____
<input type="checkbox"/> Landscape/Hardscape Design Fees	_____	\$_____.____	\$_____.____
<input type="checkbox"/> Feasibility Study Fees	_____	\$_____.____	\$_____.____
<input type="checkbox"/> Building Permit Fees	_____	\$_____.____	\$_____.____
<input checked="" type="checkbox"/> Facade Grant			
<input type="checkbox"/> Water Cleaning		\$_____.____	\$_____.____
<input type="checkbox"/> Prepping and Painting		\$_____.____	\$_____.____
<input type="checkbox"/> Window Replacement/Repair		\$_____.____	\$_____.____
<input type="checkbox"/> Door Replacement/Repair		\$_____.____	\$_____.____
<input type="checkbox"/> Entry Foyer Repairs		\$_____.____	\$_____.____
<input type="checkbox"/> Exterior Lighting		\$_____.____	\$_____.____
<input checked="" type="checkbox"/> Façade Restoration/Rehabilitation		\$ <u>9,000</u> .____	\$ <u>30,000</u> .____
<input type="checkbox"/> Landscape/Hardscape Improvements		\$_____.____	\$_____.____
<input type="checkbox"/> Signage and Awning Grant			
<input type="checkbox"/> Signage		\$_____.____	\$_____.____
<input type="checkbox"/> Awning		\$_____.____	\$_____.____
<b>TOTAL:</b>		\$ <u>9,000</u> .____	\$ <u>30,000</u> .____

Applicant Initials DA

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What type of **Large Grant** is needed?

LURA Funds

Applicant Funds

Requested

Committed

	MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288( n4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____.____.____	\$____.____.____
<input type="checkbox"/> Walls (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Roof, Ceiling		\$____.____.____	\$____.____.____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Insulation		\$____.____.____	\$____.____.____
<input type="checkbox"/> Programmable Thermostats		\$____.____.____	\$____.____.____
<input type="checkbox"/> Solar Panels and Systems		\$____.____.____	\$____.____.____

TOTAL: \$\_\_\_\_.\_\_\_\_.\_\_\_\_ \$\_\_\_\_.\_\_\_\_.\_\_\_\_

## Application Checklist

- ☐ Application
- ☐ Copy of Laurel Business License
- ☐ Copy of Historical Building Verification form from Yellowstone County Historic Preservation Office
- ☐ Copy of Estimates or Paid Invoices from Applicant's Vendor (Work performed by the applicant, business owner, property owner, or employee shall not be accepted for any grant project.)
- ☐ Copy of Plans and Sketches (hand drawn will not be accepted)
- ☐ Copy of Supporting Documentation
- ☐ Photos (Before and After)
- ☐ Project Description
- ☐ Project Time Line

\*Submission of a W9 is required prior to reimbursement of grant funds\*

Applicant Initials DA

Page 5

**Before pics of sidewalk:**



**In addition to the sidewalk, this pic also has a good view of the separation of the brick between the windows.**





Top of the wall that collapsed last year:



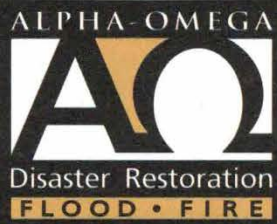
**Top of the wall repaired, which is what was paid for on the receipt I sent:**





Seam between main building and garage repaired:





7069 Niehenke Ave.  
Billings, MT 59101

Phone: 406/628-0178  
Fax: 866/448-4730

## Invoice

Bill To
David & Leslie Atkins 7 3rd Ave. Laurel, MT 59044

Invoice #
6035

Date
11/11/2020

Terms
Due Upon Receipt

Description	Amount Due
Job Site Description: 221 West Main Laurel, MT 59044  Project Manager: Ben Mitchell	
Reconstruction Services (see attached signed contract)	97,500.00
Reconstruction Services Credit (see attached schedule of values)	-12,504.00
Reconstruction Services Down Payment received 3/10/20 (check #0675)	-2,500.00
Reconstruction Services Payment received 6/8/20 (check #34601)	-10,000.00
Reconstruction Services Payment received 9/18/20 (check #37927)	-30,528.20
<b>Amount Due</b>	<b>\$41,967.80</b>

*Thank you for your business.*



Statement		DATE	TERMS
TO		11-4-20	
Lesly Atkins		697-3774	
Bid for Concrete work sidewalk curb-gutter			
221 3rd ave w main			
IN ACCOUNT WITH		J.L.D. Concrete	855-0870
1514 Ridge Dr			
Laurel, MT 59044			
	Demo and Haul		\$ 9200 00
	away concrete		
	set and pour curb		
	gutter-set and		
	Pour new sidewalk		
	and two entry ways		
	Down payment		
	at start of work		
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT