



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JUNE 06, 2023
6:30 PM
COUNCIL WORKSHOP**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, 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.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

1. One Airport Authority Appointment for a five-year term ending June 30, 2028.
2. Three Cemetery Commission appointments for a two-year term ending June 30, 2025.
3. Three City/County Planning Board appointments for two-year terms ending June 30, 2025.
4. One Library Board Appointment for a five-year term ending June 30, 2028.
5. One Police Commission Appointment for a three-year term ending April 30, 2026.
6. One Public Works Committee Appointment with no term expiration.
7. Three Tree Board Appointments for a three-year term ending June 30, 2026.
8. Appointment of Riley McIlvain to the Laurel Volunteer Fire Department.

Executive Review

9. Resolution - A Resolution Of The City Council Authorizing The Mayor And The Clerk-Treasurer To Open A New Banking Account For Collection Of Fees For Riverside Park.
10. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement For Provision Of Fire Services By And Between The City Of Laurel And Yellowstone Boys And Girls Ranch.
11. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement For Provision Of Fire Services By And Between The City Of Laurel And Laurel Airport Authority.
12. Resolution - A Resolution Of The City Council Authorizing One-Year Extension Of Annexation Application For A One Acre Lot Located West Of 8th Avenue Between 1st And 2nd Streets Pursuant To The City Of Laurel's Annexation Policy.
13. Resolution - A Resolution Of The City Council Authorizing The Mayor To Approve An Amendment To Task Order For The Project Known As The WTP Lift Well Replacement.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

DATES TO REMEMBER

File Attachments for Item:

1. One Airport Authority Appointment for a five-year term ending June 30, 2028.

Joseph T. Mutchler
2912 Arnold Palmer Dr
Billings, MT 59106
5/18/2023

Dave Waggoner
City of Laurel Mayor
115 West 1st Street
Laurel, MT 59044

Dear Dave Waggoner:

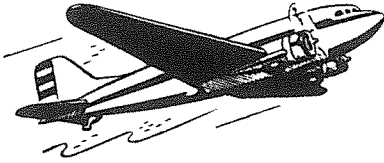
I am writing to you in consideration of the Laurel Airport Authority board member position that is coming vacant in June of 2023. I have been involved in aviation for the last 23 years and have an ample amount of experience I would like to offer. I am retired from active-duty Air Force, have 23 years of aviation maintenance experience, a commercial fixed-wing and rotorcraft license with a Bachelor of Science in Aeronautical Science, and currently fly for Southwest Airlines. I co-own a hangar at the Laurel Airport and spend most of my free time flying, maintaining aircraft, and communicating with most of the locals at the airport. I am a Montana native from the Joliet area where I proudly call home and have numerous relatives within the Laurel community.

If you would like additional information about my experience, you can telephone me at 406-702-6658. Please accept this letter as my application for this position. Thank you.

Sincerely,



Joseph T. Mutchler



**William Metz
2750 Wold Road
Laurel Mt 59044
628-2409/698-1366
helmut828@gmail.com**

5/11/2023

**City of Laurel Mayor
Mr. Dave Waggoner,**

I would like to express my interest in being reappointed to the Laurel Airport Authority Board. I believe my combination of Aeronautical expertise and business and government experience has been an asset to the Laurel Airport. There have been many positive changes and growth at the airport in the past few years, and I would like to continue to be a part of it.

My past Board and aviation experience should qualify me as a viable candidate and I believe that I offer considerable value as a Board member. I thank you for considering me for reappointment and look forward to your reply.

Respectfully,

Will Metz

A handwritten signature in cursive script that reads "Will Metz". The signature is fluid and stylized, with a long horizontal stroke at the end.

File Attachments for Item:

2. Three Cemetery Commission appointments for a two-year term ending June 30, 2025.

MAYOR WAGGONER;

I would like to remain on the city cemetery board for another term.

City Council Member

Richard A Klose Sr

5-25-2023

MAYOR DAVE VARGONER

I AM INTERESTED IN SERVING ON THE
CEMETERY COMMISSION. THANK YOU FOR YOUR CONSIDERATION.

KEN OLSON

File Attachments for Item:

3. Three City/County Planning Board appointments for two-year terms ending June 30, 2025.

Sir: Mr Waggoner

I would like to serve 4 more
years on the City County Planning Board
Please reinstate me on the Board

Richard L Herr,

I, Roger Giese would like to be reappointed to the City/County Planning Board.

Roger Giese 6-01-23

File Attachments for Item:

4. One Library Board Appointment for a five-year term ending June 30, 2028.

May 5, 2023

Dave Waggoner, Mayor

City of Laurel, Montana

Dear Mayor Waggoner,

I am interested in being reappointed to the Library Board. My current term expires June 30, 2023.

Please let me know if you have any questions or concerns at (406) 670-2338.

Thank you,

A handwritten signature in cursive script, appearing to read "Katie Fjelstad".

Katie Fjelstad

2616 Pronghorn Dr. Laurel, MT 59044

File Attachments for Item:

5. One Police Commission Appointment for a three-year term ending April 30, 2026.

4-20-23

Maya Waggoner,

I would like to be Reappointed to
the Laurel Police Commission. Thanks
for your consideration.

Wallace Skell

File Attachments for Item:

7. Three Tree Board Appointments for a three-year term ending June 30, 2026.

4/19/23

Mr. Mayor Waggoner

I would be interested in continuing to serve on
the tree board.

Thanks

Michelle Mize

File Attachments for Item:

8. Appointment of Riley McIlvain to the Laurel Volunteer Fire Department.



LAUREL FIRE DEPARTMENT

215 West 1st Street • Laurel, Mt • 59044 • Office 406.628.4911 • Fax 406.628.2185

May 17, 2023

Brittney,

Please move forward with putting the following elected fire fighter in front of the Mayor and City Council.

- **Riley McIlvain**

JW Hopper

Fire Chief

Laurel Volunteer Fire Department

(O) 406-628-4911

(C) 406-860-0782

jwhopper@laurel.mt.gov



File Attachments for Item:

9. Resolution - A Resolution Of The City Council Authorizing The Mayor And The Clerk-Treasurer To Open A New Banking Account For Collection Of Fees For Riverside Park.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR AND
THE CLERK-TREASURER TO OPEN A NEW BANKING ACCOUNT FOR
COLLECTION OF FEES FOR RIVERSIDE PARK.**

WHEREAS, City of Laurel Clerk-Treasurer Kelly Strecker has advised that it is necessary to open a new banking account for funds related to fees for camping and other usage of Riverside Park; and

WHEREAS, the Mayor and the Clerk-Treasurer are permitted to open new banking accounts for the City of Laurel upon City Council approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana that the Mayor and the Clerk-Treasurer are hereby authorized to open a new banking account for collection of fees for Riverside Park.

Introduced at a regular meeting of the City Council on the _____ day of June, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2023.

APPROVED by the Mayor the _____ day of June, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

10. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement For Provision Of Fire Services By And Between The City Of Laurel And Yellowstone Boys And Girls Ranch.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT FOR PROVISION OF FIRE SERVICES BY AND
BETWEEN THE CITY OF LAUREL AND YELLOWSTONE BOYS AND GIRLS
RANCH.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Yellowstone Boys and Girls Ranch, by and between the City of Laurel and the Yellowstone Boys and Girls Ranch (hereinafter “the Agreement for Provision of Fire Services”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services for the Yellowstone Boys and Girls Ranch on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of June, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2023.

APPROVED by the Mayor the _____ day of June, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE YELLOWSTONE BOYS AND GIRLS RANCH**

THIS AGREEMENT is made and entered into this 1st day of July, 2023, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Yellowstone Boys and Girls Ranch (hereinafter “YBGR”).

W I T N E S S E T H

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within YBGR at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is YBGR’s boundary description and map;

WHEREAS, YBGR 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 YBGR 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; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within YBGR, at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, 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.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in YBGR and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of YBGR.

It is further mutually covenanted, agreed, and understood that the Chief of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

YBGR agrees to cooperate with the City and the LVFD 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 LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of YBGR as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of YBGR 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 for maintenance, care, and upkeep of YBGR.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2023, and shall terminate on June 30, 2024, subject to the provisions of Section 4.

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 agreement. The parties may extend the agreement in writing, accepted and signed by both the City's Mayor and an authorized official/agent of YBGR.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2023 - June 30, 2024: \$13,640.94

One-half of the said fees shall be paid on or before December 31, 2023. The remaining one-half shall be paid on or before June 30, 2024.

6. ANNUAL REPORT

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

7. MODIFICATION

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

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

YELLOWSTONE BOYS AND GIRLS RANCH

Dave Waggoner, Mayor

By_____

ATTEST:

Kelly Strecker, Clerk-Treasurer

File Attachments for Item:

11. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement For Provision Of Fire Services By And Between The City Of Laurel And Laurel Airport Authority.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT FOR PROVISION OF FIRE SERVICES BY AND
BETWEEN THE CITY OF LAUREL AND LAUREL AIRPORT AUTHORITY.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Laurel Airport Authority, by and between the City of Laurel and the Laurel Airport Authority (hereinafter “the Agreement for Provision of Fire Services”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services for the Laurel Airport Authority on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of June, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2023.

APPROVED by the Mayor the _____ day of June, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE LAUREL AIRPORT AUTHORITY**

THIS AGREEMENT is made and entered into this 1st day of July, 2023, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Laurel Airport Authority (hereinafter “the Laurel Airport Authority”).

W I T N E S S E T H

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within the Laurel Airport Authority at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

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

WHEREAS, the Laurel Airport Authority 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 Laurel Airport Authority 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; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Laurel Airport Authority, at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, 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.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the Laurel Airport Authority and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the Laurel Airport Authority.

It is further mutually covenanted, agreed, and understood that the Chief of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

The Laurel Airport Authority agrees to cooperate with the City and the LVFD 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 LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the Laurel Airport Authority as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Laurel Airport Authority 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 for maintenance, care, and upkeep of the Laurel Airport Authority.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2023, and shall terminate on June 30, 2024, subject to the provisions of Section 4.

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 agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of the Laurel Airport Authority.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2023 - June 30, 2024: \$6,620.68

One-half of the said fees shall be paid on or before December 31, 2023. The remaining one-half shall be paid on or before June 30, 2024.

6. ANNUAL REPORT

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

7. MODIFICATION

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

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

LAUREL AIRPORT AUTHORITY

Dave Waggoner, Mayor

By_____

ATTEST:

Kelly Strecker, Clerk-Treasurer

File Attachments for Item:

12. Resolution - A Resolution Of The City Council Authorizing One-Year Extension Of Annexation Application For A One Acre Lot Located West Of 8th Avenue Between 1st And 2nd Streets Pursuant To The City Of Laurel's Annexation Policy.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING ONE-YEAR
EXTENSION OF ANNEXATION APPLICATION FOR A ONE ACRE LOT
LOCATED WEST OF 8TH AVENUE BETWEEN 1ST AND 2ND STREETS PURSUANT
TO THE CITY OF LAUREL’S ANNEXATION POLICY.**

WHEREAS, pursuant to Resolution No. R22-01, the City of Laurel City Council approved the request of Property Owner Lance Hull (hereinafter “the Property Owner”) to file an Annexation Application with City Staff seeking formal annexation to the City; and

WHEREAS, the request to file an Annexation Application applies to a one (1) acre parcel of property located west of 8th Avenue, between 1st and 2nd Streets (hereinafter “the Property”); and

WHEREAS, the Property Owner needs an extension of time to file the Annexation Application, due to circumstances beyond his control; and

WHEREAS, the City is permitted to extend the Property Owner’s time to file the Annexation Application upon approval by City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana that Resolution No. R22-01 is hereby amended to reflect that the Property Owner is granted a one (1) year extension of time, from the date of this Resolution, to file an Annexation Application with City Staff seeking formal annexation of the Property to the City.

Introduced at a regular meeting of the City Council on the _____ day of June, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2023.

APPROVED by the Mayor the _____ day of June, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

5-24-2023

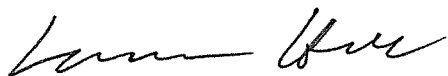
Lance Hull
1009 Davis Circle
Laurel, MT 59044
(406) 208-5920

Good morning Kurt,

I am submitting this letter for a request for an extension on the deadline to complete the city Improvements per our annexation agreement. I am still going to try to complete it on time, but circumstances beyond my control have delayed the project. We seem to be making good progress now, and it shouldn't take much extra time to complete.

Thank you for your consideration,

Lance.



5-24-2023

File Attachments for Item:

13. Resolution - A Resolution Of The City Council Authorizing The Mayor To Approve An Amendment To Task Order For The Project Known As The WTP Lift Well Replacement.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
APPROVE AN AMENDMENT TO TASK ORDER FOR THE PROJECT KNOWN AS
THE WTP LIFT WELL REPLACEMENT.**

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

Section 1: Approval. Amendment No. 1 to Task Order No. 2004-01487 for the Project known as The WTP Lift Well Replacement, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute Amendment No. 1 to Task Order No. 2004-01487 for the Project known as The WTP Lift Well Replacement on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of June, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2023.

APPROVED by the Mayor the _____ day of June, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 5, 2017.

Amendment No. 1 To Task Order No. 2004-01487

1. Background Data:

- | | | |
|----|-------------------------------|--|
| a. | Effective Date of Task Order: | January 26, 2023 |
| b. | Owner: | City of Laurel |
| c. | Engineer: | KLJ Engineering LLC |
| d. | Specific Project: | Water Treatment Plant Lift
Well Replacement Project |

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:
RPR Services, from March 14 – March 31, 2023

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|--------------|
| a. | Original Task Order amount: | \$139,292.00 |
| b. | Net change for prior amendments: | \$ 0.00 |
| c. | This amendment amount: | \$ 7,108.62 |
| d. | Adjusted Task Order amount: | \$146,400.62 |

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 March 14, 2023.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER: KLJ Engineering LLC

By:  _____

Title: Luke LaLiberty

Date
Signed: June 1, 2023