

AGENDA CITY OF LAUREL CITY COUNCIL WORKSHOP TUESDAY, APRIL 19, 2022 6:30 PM COUNCIL CHAMBERS

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

Executive Review

- 1. Resolution A Resolution Of The City Council Authorizing The Mayor To Execute The Amendment To Owner-Engineer Agreement, Amendment No. 2, By And Between The City Of Laurel And KLJ Engineering, Inc.
- 2. Resolution A Resolution Of The City Council Authorizing The Mayor To Execute A Memorandum Of Understanding By And Between The City Of Laurel And The City Of Laurel Library Board Of Trustees
- 3. Resolution A Resolution Of The City Council Authorizing The Mayor To Execute A Retention Fee Agreement By And Between The City Of Laurel And Olness & Associates, P.C.
- 4. Resolution A Resolution Of The City Council Authorizing The Removal Of Former City Of Laurel Clerk/Treasurer Bethany Keeler, F/K/A Bethany Langve, From All City Accounts And Adding Acting City Of Laurel Clerk/Treasurer Kelly Strecker To All Such Accounts.

Council Issues

5. Parking Study Update

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

1. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Amendment To Owner-Engineer Agreement, Amendment No. 2, By And Between The City Of Laurel And KLJ Engineering, Inc.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO OWNER-ENGINEER AGREEMENT, AMENDMENT NO. 2, BY AND BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING, INC.

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

Section 1: <u>Approval</u>. The Amendment to Owner-Engineer Agreement, Amendment No. 2, by and between the City of Laurel and KLJ Engineering, Inc., a copy attached hereto and incorporated by reference herein, is hereby approved.

Section 2: <u>Execution</u>. The Mayor is hereby given authority to execute the Amendment to Owner-Engineer Agreement, Amendment No. 2, on behalf of the City.

Introduced at a regular meeting of the Ci-Council Member	ty Council on the day of April, 2022, by
PASSED and APPROVED by the City OApril, 2022.	Council of the City of Laurel the day of
APPROVED by the Mayor the da	ay of April, 2022.
	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 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 8/24/21, KLJ Project NO. 2004-00862.

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. 2

he Effective Date of this Amendment is:				
Background Data				
Effective Date of Owner-Engineer Agreement:				
Owner: City of Laurel				
Engineer: KLJ Engineering, Inc.				
Project: 2022 Pavement Maintenance				
Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]				
X Additional Services to be performed by Engineer				
Modifications to services of Engineer				
X Modifications to responsibilities of Owner				
X Modifications of payment to Engineer				
Modifications to time(s) for rendering services				
Modifications to other terms and conditions of the Agreement				
Description of Modifications:				
Scope of Services is modified in accordance with Amendment 2 – Exhibit A				
Agreement Summary:				
Original agreement amount: \$ 595,800.00				
Net change for prior amendments: \$ 85,000				
This amendment amount: \$ 22,000				
Adjusted Agreement amount: \$ 702,800				
Change in time for services (days or date, as applicable): 0				

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Engineer's Services- 2022 Pavement Maintenance (Amendment 2)

PART 1 – BASIC SERVICES

The amendment adds the following to the project:

- 1. Removal and replacement of the trees along the I-90 ROW.
- 2. Replace existing playground equipment with new contemporary equipment.
- 3. Installation of an underground sprinkler system with automatic controls to aid in controlling pressure drops in the water system during the summer months

The following amends Exhibit A of the Agreement

- A1.01 Project Management No Change
- A1.02 Topographic Survey Phase- No Change
- A1.03 Preliminary Engineering- No Change
- A1.04 Final Design Phase
 - A. Expand services described under Final Design Phase of Original Agreement to include the following:
 - 1. Removal and replacement of the trees along the I-90 ROW.
 - 2. Replace existing playground equipment with new contemporary equipment.
 - 3. Installation of an underground sprinkler system with automatic controls to aid in controlling pressure drops in the water system during the summer months.
 - B. Engineer shall provide the following services in addition to those described in original agreement:
 - 1. Landscaping Design
 - a. Provide a tree removal and plantings schedule for an equal number of trees to be planted along the I-90 R/W boundary.
 - b. Design a zoned irrigation system with controls to irrigate the entirety of the park along with the newly planted trees.
 - c. Provide construction plans with details for all improvements described above.
 - d. Include this package within the construction contract.
 - 2. Playground Equipment
 - a. Coordinate with the City's current equipment supplier to provide new contemporary playground equipment.

- b. Attend two (2) meetings with Owner to provide options of equipment available.
- c. Provide probable cost opinions for purchase and installation of equipment.
- d. Provide site design and site details for the construction of equipment. This will include ground fall protection under equipment.

A1.05 Bidding or Negotiating Phase

A. Expand services described under Bidding and Negotiating Phase of Original Agreement to include improvements described in this amendment.

A1.06 Construction Phase

- A. Expand services described under Construction Phase of Original Agreement to include improvements described in this amendment.
- B. Engineer will provide the follow construction staking in addition to that described in Section A1.06.A.10 of the original Agreement:
 - 1. Provide Construction Staking for trees and extents of playground in Russell Park.
- C. Modify anticipated RPR time specified in Section A1.06.A.3 of the original Agreement, to 760 hours. Modify recommended construction contract time in same section, to 140.

A1.07 Post-Construction Phase

A. Expand services described under Post-Construction Phase of Original Agreement to include stormwater improvements described in this amendment.

PART 2 – ADDITIONAL SERVICES

- A2.01 Additional Services Requiring an Amendment to Task Order
 - 3. Add to Section A2.01.A of the original Agreement (Additional Services Requiring Written Authorization):

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:		ENGINEER:			
	City of Laurel		KLJ Engineering, Inc		
By:		By:			
Print name:	Dave Waggoner	•	Mark Anderson		
Title:	Mayor	Title:	Senior Vice President, EPW		
Date Signed:		Date Signed:			

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute A Memorandum Of Understanding By And Between The City Of Laurel And The City Of Laurel Library Board Of Trustees

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND THE CITY OF LAUREL LIBRARY BOARD OF TRUSTEES

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

Section 1: <u>Approval</u>. The Memorandum of Understanding by and between the City of Laurel and the City of Laurel Library Board of Trustees, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: <u>Execution</u>. The Mayor is hereby given authority to execute the Memorandum of Understanding on behalf of the City.

Introduced at a regular meeting of the Council Member	City Council on the day of April, 2022, by
PASSED and APPROVED by the Cit April, 2022.	y Council of the City of Laurel the day of
APPROVED by the Mayor the	day of April, 2022.
	CITY OF LAUREL
	Dave Waggoner, Mayor
ATTEST:	
Kelly Strecker, Clerk-Treasurer	
APPROVED AS TO FORM:	
Michele L. Braukmann, Civil City Attorney	

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND THE LAUREL LIBRARY BOARD OF TRUSTEES

This	Memorandu	m of Understa	anding ("A	(greement") is	s entered in	ito this	_ day of
	2022	by and betwee	n the City	of Laurel, Mo	ntana, a mun	icipality of	the State
of Montana	(hereinafter,	"the City" or	"the City	of Laurel"), a	nd the Laur	el Library I	3oard of
Trustees (he	reinafter, "the	e Library Boa	rd" or the	"Laurel Libra	ry Board"),	together ref	ferred to
hereafter as	'the parties".	·			,	-	

RECITALS

WHEREAS, the City has established a free public library, the Laurel Public Library ("Library") for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of the City (LMC 2.80.010 *et al*; § 22-1-309, MCA);

WHEREAS, the City, and the Montana Federation of Public Employees ("Association") have entered a Collective Bargaining Agreement ("CBA"), in which Library employees are considered member employees;

WHEREAS, said CBA was established through collective bargaining procedures as provided for under Montana law, "the promotion of harmonious relations" between the City and Association and "the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and fringe benefits, employee safety, and other conditions of employment";

WHEREAS, pursuant to § 22-1-309(3), MCA, the Library Board is empowered to contract with the City to provide certain library services, including personnel management;

WHEREAS, based upon recent decisions of the insuring entity for the City of Laurel (the Montana Municipal Interlocal Authority), it has become apparent that the City cannot continue to insure the Library without a clear understanding and agreement with regard to how personnel matters are handled by and between the City of Laurel and the Library Board;

WHEREAS, in relationship to the issues that have arisen related to insurance for the Library and the Library Board, and substantial legal precedent through the State of Montana, it is clear that both the City of Laurel and the Library Board need to have input and decision-making authority in relationship to how personnel decisions are made for library personnel, which includes all decisions related to hiring, discipline, and termination of library personnel;

WHEREAS, the Library Board acknowledges and agrees that significant impediments exist that would impair the Library Board from obtaining insurance coverage, if it does not share the rights and responsibilities with regard to personnel management, with the City;

WHEREAS, the Library Board is agreeable to specific terms and conditions that allow the City to engage in personnel management decisions, address various employment concerns, as allowed by law, in a collaborative and equal manner; and

WHEREAS, to address the ability of the City to provide insurance coverage for the Library, and to make clear the rights and obligations by and between the City and the Library Board, the parties desire to create this Memorandum of Understanding regarding the City and the Library's respective rights and obligations, specifically as they relate to personnel management, such as to ensure that they are clearly-defined and understood.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

- 1. **PURPOSE:** The purpose of this Agreement is to provide stability and a framework for the roles, responsibilities and relationships of the City and Library Board as it relates to the efficient operation and management of the Library for the benefit of the community and to address all personnel management obligations, rights, and responsibilities of the City of Laurel and the Laurel Library Board.
- **2. TERM:** This Agreement shall commence effective upon the date executed below. The Agreement will automatically renew for each subsequent year unless one party provides written notice to the other at least ninety (90) days prior to the end of the term, of its intention to not renew the same.

3. OBLIGATIONS OF THE CITY:

3.A. Insurance Coverage: The City agrees to provide property insurance coverage for the City of Laurel Library building and contents, as well as liability and Employment Practices Liability Insurance coverage under the City's insurance policies with the Montana Municipal Interlocal Authority, upon execution of this Memorandum of Understanding.

4. OBLIGATIONS OF THE LIBRARY BOARD:

4.A. Laws and Regulations: As a tax-supported public library, the Library Board must be aware of and ensure that all laws and regulations which relate to public libraries are properly followed. If any laws and regulations are not followed, the Library Board agrees to fully indemnify and hold harmless the City for any failure to follow such laws and regulations.

5. OPERATION OF THE LIBRARY:

5.A. Library Board Authority: The Library Board shall have the authority to determine the policy for the operation and care of the Library; prepare budgets; authorize expenditures; determine the selection of materials; and negotiate contracts and agreements as set forth in § 22-1-309, MCA. The Library Board agrees to work with the City cooperatively to discuss modifications or changes that will facilitate the efficient operation of the Library for the benefit of the public. The Library Board further agrees to provide the City with timely notice of all policy modifications or changes, including providing any written documentation which

accompanies and/or supports such modifications or changes.

- **5.B.** Execution Contracts/Agreements: The City Mayor, with the approval of City Council, shall execute all contracts and agreements for the Library.
- **5.C. Personnel Management:** Pursuant to § 22-1-309(3), MCA, the Library Board agrees to delegate personnel authority as found in § 22-1-310, MCA, to the City as follows:

5.C.1. Library Director.

5.C.1.a. Appointment. Pursuant to the City's Charter, Article III, the City shall have the authority and responsibility for hiring, appointment, termination, and disciplinary proceedings of the Library Director. Appointment and/or termination of the Library Director, however, will be made in consultation with and be confirmed by the Library Board. If any disagreement exists between the City and the Library Board, the City is the ultimate decision-maker in relationship to the aforementioned obligations.

5.C.1.b. Administrative status. The Library Director shall have the administrative status of a City Department Head and shall report to and be supervised by the City Mayor.

- 5.C.1.c. Execution of Library operation and policies. The Library Director shall manage the operations of the Library and be responsible to the Library Board for the execution of the Library Board's policies as authorized by Section 5.A. above.
- 5.C.1.d. Salary. The Library Board and City Mayor will jointly fix the Library Director's salary and any annual adjustments. If any disagreement exists between the City and the Library Board, the City is the ultimate decision-maker in relationship to the salary of the Library Director.

5.C.2. All Other Library Employees.

- 5.C.2.a. The City shall have authority and responsibility for all personnel matters including but not limited to hiring, termination, and disciplinary proceedings, rates of pay, hours of work, leave, fringe benefits, employee safety, and other conditions of employment for Library employees.
- 5.C.2.b. Supervision/management. The Library Director shall supervise and manage all Library employees, in collaboration with the City Mayor and the Library Board. The Library Director agrees to consult, on a regular basis, with the Civil City Attorney, on any personnel management decisions that may result in liability exposure for the City, including discipline and termination of any employees.
- **5.D. Building**. The City of Laurel Library building is owned by the City. The City agrees to provide day-to-day maintenance and general repair for the building. The Library Board agrees that any rental or use of Library facilities by other entities, organizations, groups,

and/or individuals, will comply with the City's process.

- 6. INDEMNIFICATION AND HOLD HARMLESS: The City and Library Board agree to a mutual indemnification in which each party will indemnify the other for the negligent acts of its employees, board members, agents and/or subcontractors. Each party shall indemnify, hold harmless and defend the other party, at that party's own expense, against any and all claims made for any accident, injury, or damage that occurs in, on, or about the Library that is caused by an act or omission of that party's employee, board member, agent and/or subcontractors.
- **7. MODIFICATIONS:** Any modifications sought to be made to this Agreement shall be agreed to by both parties and will be memorialized in writing, signed by both parties.
- **8. NOTICE:** Any notice required or permitted under this Agreement shall be deemed sufficiently given or serviced if sent by mail or hand delivered to:

City of Laurel Attn: City Mayor PO Box 10 Laurel, MT 59044

City of Laurel Library Board Attn: Laurel Library Board PO Box 10 Laurel, MT 59044

Either party may, by written notice at any time during the term of this Agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.

- 9. TIME OF ESSENCE: Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of either party in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.
- 10. CONSTRUCTION AND BINDING EFFECT: This Agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.
- 11. **SEVERABILITY:** If any term of this Agreement should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.
- **12. BINDING:** This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement, and the parties hereto approve and execute this Agreement.

CITY OF LAUREL	
Dave Waggoner, City Mayor	
* APPROVED AS TO FORM:	
Michele L. Braukmann, Civil City Attorn	ey
Laurel, and not on behalf of other parties or entities	roval of the foregoing document language on behalf of the City of as. Review and approval of this document by the City Attorney was the exclusive benefit of the City of Laurel. Other parties should no approval by their own respective counsel.
LAUREL LIBRARY BOARD OF TRU	USTEES
Arthur Vogele, Chair	Kate Manley, Trustee
Samantha Barnhart, Trustee	Emilie Eaton, Trustee
Nancy Schmidt, Secretary	



MEMORANDUM

TO: Mary Rowe

City of Miles City

FROM: Alan Hulse, CEO

DATE: March 30, 2022

RE: Coverage Changes affecting Libraries and Library Boards

In Montana, there are various types of public library formations including: city libraries, county libraries, city-county libraries, library districts, and multi-jurisdictional libraries. It has recently come to the MMIA's attention that regardless of a public library's formation, the employees may not be employees of the city/town, but rather employees of the library board. That nuance poses a coverage challenge in workers' compensation and employee benefits as employers cannot insure the employees of another employer. It also poses a coverage challenge in liability as the city/town may not have oversight of employment related matters such as the hiring process, disciplinary process, harassment prevention, workplace safety, etc. From a risk management perspective, insuring something you can't control is not advisable.

In response to these coverage issues, effective 7/1/2022 the MMIA is excluding coverage for libraries and library boards in the liability, workers' compensation, and employee benefits programs. However, the MMIA and its board of directors understand the importance of providing these coverages to cities and towns and their respective libraries. As a result, the MMIA has established a process for those memberowners and libraries that desire to have these coverages with MMIA to obtain coverage through an endorsement by meeting specific underwriting criteria.

The underwriting criteria includes but is not limited to:

- Library staff must be employees of the city/town.
- Library must adopt and adhere to city/town personnel policies.
- Library agreement must allow input and authority by city/town for personnel decisions such as hiring, termination, discipline, grievances, ADA, harassment prevention, and safety.
- Agreement between the city/town and library must incorporate the items above.

It's important for cities/towns that desire to obtain coverage for their library through MMIA to work with their city/town attorney to meet the underwriting criteria. *MMIA must receive notice of intent to obtain or reject coverage for libraries from each city/town by close of business on 05/16/2022* on the enclosed form. If no response is received by that date, MMIA will assume coverage is not being sought.

Those cities/towns and libraries that do not desire to maintain coverage for the library with MMIA will need to secure other coverage for liability, workers' compensation, and employee benefits as of 07/01/2022.

For questions or concerns regarding your coverage, please do not hesitate to call me at 406-495-7014.



Authorized Representative (Print Name)

MONTANA MUNICIPAL INTERLOCAL AUTHORITY NOTICE OF INTENT FOR PUBLIC LIBRARY COVERAGE

Member:	City of	Miles City	
compensation, and employee directors understand the impor libraries. As a result, the MMI	benefits in t tance of prov A has establi	the MMIA programs. He will be selected to the selected a process for those selected as process for those selected as the selected as process for those selected as the selecte	from coverage for liability, workers' However, the MMIA and its board of to cities and towns and their respective use member-owners and libraries that through an endorsement by meeting
 Library agreement mu hiring, termination, dis Agreement between the Please indicate below whether endorsement, and return this 	employees of d adhere to constant allow input scipline, grieve he city/town City of Milestorm to Brital ater than clooverage is not be designed as a second coverage is not be designed.	the city/town. city/town personnel politic and authority by city/yances, ADA, harassmer and library must incorpose City intends to seek coani Laughery at blaughose of business on 05/1 0 t being sought.	/town for personnel decisions such as nt prevention, and safety. corate the items above. overage for the public library through nery@mmia.net or via fax to Britani's 1.6/2022. If no response is received by
Yes, City of Miles City intends	to seek covei	rage for the public libra	ary through endorsement.
Authorized Representative (Print N	Name)	Signature	Date
No, City of Miles City does not	intend to se	ek coverage for the pul	blic library through endorsement.

Signature

Date

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute A Retention Fee Agreement By And Between The City Of Laurel And Olness & Associates, P.C.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A RETENTION FEE AGREEMENT BY AND BETWEEN THE CITY OF LAUREL AND OLNESS & ASSOCIATES, P.C.

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

Kelly Strecker, Acting Clerk-Treasurer
APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

4. Resolution - A Resolution Of The City Council Authorizing The Removal Of Former City Of Laurel Clerk/Treasurer Bethany Keeler, F/K/A Bethany Langve, From All City Accounts And Adding Acting City Of Laurel Clerk/Treasurer Kelly Strecker To All Such Accounts.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE REMOVAL OF FORMER CITY OF LAUREL CLERK/TREASURER BETHANY KEELER, F/K/A BETHANY LANGVE, FROM ALL CITY ACCOUNTS AND ADDING ACTING CITY OF LAUREL CLERK/TREASURER KELLY STRECKER TO ALL SUCH ACCOUNTS.

WHEREAS, City of Laurel Clerk/Treasurer Bethany Keller, f/k/a Bethany Langve, is no longer employed with the City of Laurel as Clerk/Treasurer; and

WHEREAS, Kelly Strecker has agreed to act as Acting Clerk/Treasurer for the City of Laurel; and

WHEREAS, the personnel change within the Clerk/Treasurer's Department necessitates that Bethany Keeler, f/k/a Bethany Langve, be removed from all City accounts, while adding Acting Clerk/Treasurer Kelly Strecker to all City accounts, effective upon passage of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana that the Mayor is hereby authorized to remove Bethany Keller, f/k/a Bethany Langve, from all City accounts, and add Acting Clerk/Treasurer Kelly Strecker to all City accounts.

Introduced at a regular meeting of the City Council on the day of April, 2022, b Council Member
PASSED and APPROVED by the City Council of the City of Laurel the day of April, 2022.
APPROVED by the Mayor the day of April, 2022.
CITY OF LAUREL
Dave Waggoner, Mayor
ATTEST:
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:
Michele L. Braukmann, Civil City Attorney