



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
MONDAY, DECEMBER 23, 2019
6:30 PM
CITY COUNCIL CHAMBERS**

NEXT RES. NO.
R19-88

NEXT ORD. NO.
O19-04

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 Minutes of December 10, 2019.

Correspondence

2. Chamber of Commerce minutes of November 14, 2019; Laurel Chamber of Commerce agenda of December 12, 2019.

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.*

3. Claims for the month of December 2019.
4. Clerk/Treasurer Financial Statements for the month of November 2019.
5. Approval of Payroll Register for PPE 12/15/2019 totaling \$ 184,329.28.

Ceremonial Calendar

Reports of Boards and Commissions

6. Budget/Finance Committee Minutes of November 26, 2019.
Budget/Finance Committee Minutes of December 10, 2019.
Council Workshop Minutes of December 3, 2019.
Laurel Urban Renewal Agency Minutes of November 18, 2019.
Library Board Minutes of September 10, 2019.

Library Board Minutes of October 8, 2019.
Library Board Minutes of November 12, 2019.
Public Works Committee Minutes of November 18, 2019.
Tree Board Minutes of October 17, 2019.
Tree Board Minutes of November 21, 2019.
Cemetery Commission Minutes of July 9, 2019.

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

- [7.](#) Reappointment of Mike Kirshenmann to the Police Commission for a 3-year term ending 12/31/2022.
- [8.](#) Resolution No. R19-88: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Services Relating To The City Of Laurel's 2020 Pavement Maintenance Project.
- [9.](#) Resolution No. R19-89: A Resolution Approving Amendment No. 2 To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project
- [10.](#) Resolution No. R19-90: Resolution Authorizing The Mayor To Execute An Agreement With Beartooth RC&D Economic Development District.

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

Item Attachment Documents:

1. Approval of Minutes of December 10, 2019.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

DECEMBER 10, 2019

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 December 10, 2019.

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

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: None

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 November 26, 2019, as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

- Ordinance No. O19-03: An Ordinance Amending The Laurel Municipal Code For The Purpose Of Changing City Park Hours Pursuant To 12.28.060.

Mayor Nelson stated this is the time and place set for the public hearing on the City of Laurel's Ordinance No. O19-03: An Ordinance Amending The Laurel Municipal Code For The Purpose Of Changing City Park Hours Pursuant To 12.28.060.

Mayor Nelson opened the public hearing.

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 times if there were any proponents. There were none.

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

Mayor Nelson asked Staff to respond to any relevant questions. There were none.

Mayor Nelson closed the public hearing.

CONSENT ITEMS:

- **Claims for the month of November 2019 in the amount of \$708,014.26.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 12/1/2019 totaling \$236,171.58.**

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

DRAFT

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

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- **Receiving the Committee/Board/Commission Reports into the Record.**

--City-County Planning Board minutes of November 20, 2019, were presented.

It was questioned if the City-County Planning Board had enough members for a quorum. It was clarified that they do, but that there are still vacancies. The Mayor stated that he would have a list of vacancies at next week's Workshop.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Resolution No. R19-87: A Resolution Authorizing The Mayor To Execute A Lease Agreement With The American Legion And Laurel Little League For Baseball Facilities As Described In The Lease Agreements.**

Motion by Council Member Sparks to approve Resolution No. R19-87, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Ordinance No. O19-03: An Ordinance Amending The Laurel Municipal Code For The Purpose Of Changing City Park Hours Pursuant To 12.28.060. 2nd reading.**

Motion by Council Member Stokes to adopt Ordinance No. O19-03, seconded by Council Member Mountsier. There was no public comment.

It was clarified that when Riverside Park opens up for camping, it will have different hours. This item should not have to be brought up again to address those hours. These hours will only affect the park portion of the park.

A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Mountsier, Klose, Stokes, McGee, and Eaton voted aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

Mayor Nelson stated that Rotary is hosting a blood drive on December 19, 2019. He will verify the times. If anyone is interested in donating, contact the Rotary Club for further info.

COUNCIL DISCUSSION:

Council Member Eaton stated recently she spoke with two constituents. One asked if there will ever be an Animal Control Officer. She has been told that there will be a discussion with the Police Department for the 2020/2021 Budget. The second stated that the Personnel Manual needs to be updated and clarified as to who it applies too. She has been told that City Staff are working with MMIA on updating the Personnel Manual. This is a lengthy process but it is being done.

Council Member Klose stated the Cemetery Commission would be meeting on December 18th at 5:30.

Council Member Klose stated that this Saturday at the National Cemetery is the Wreaths Across America. There will be a ceremony and placing of the wreaths.

Council Member Klose stated that City Staff are working to place section markers at the Cemetery. These were rocks from the river that now have lettering with the section names.

DRAFT

Council Minutes of December 10, 2019

Council Member Eaton stated the next Public Works Committee meeting will be December 16th at 6:00 p.m. There have been two additions to the agenda. If there are any other agenda items, get them to her by Thursday.


MAYOR UPDATES: None.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

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

There being no further business to come before the council at this time, the meeting was adjourned at 6:50 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 23rd day of December 2019.

Thomas C. Nelson, Mayor

Attest:

Bethany Langve, Clerk/Treasurer

Item Attachment Documents:

2. Chamber of Commerce minutes of November 14, 2019; Laurel Chamber of Commerce agenda of December 12, 2019.

Laurel Chamber of Commerce **Board Meeting Minutes**

The Meeting was held on **November 14, at Chamber Log Cabin**. In attendance were: Executive Board Members: President – Amanda Powell, Vice President- Chase Anderson, Treasurer – Evan Bruce, Executive secretary- Cami Nelson. Directors: Patsy Woody, Beth Hoferer, Carrie Smith, Brent Renier, Lori Hodges, Katie Whitmoyer and Billie Lehman. Chamber member: Becky Watson, Kelci Lohof, Jared Kaiser and Tera Wombolt.

Amanda called the meeting to order.

The minutes were approved. Moved to approve- Billie, Beth 2nd, approved

The financial report was approved and bills were presented for payment.

Bills to be presented for payment: - not in budget

- Lion's Club "Christmas Greeting" Sponsorship- \$50- Evan motioned, Carrie 2nd, approved
- Refund to Cami for Christmas Stroll items- \$160- Beth motioned, Carrie 2nd, approved

Old Business

- **Halloween Carnival-** Cami gave a report on the Halloween Carnival. We made \$45 with the chili donations.
- **Halloween decorating contest-** 3 businesses participated, Harmony won. Great response from the community
- **Board nominees-** The nominees that were in attendance introduced themselves to the board.
- **Scholarship-** The scholarship is set up with Laurel Montana Community Foundation. \$500 for a Laurel graduate, used for any degree.

New Business

- **Christmas Decorations-** We will be hanging decorations Nov 24th Meet 8am @ Golf Course. It was discussed looking into putting lights on SE 4th ST as well.
- **Christmas Stroll-** Evan motioned we set the budget for the Christmas stroll at \$500, Lori 2nd, approved. We discussed doing the hayride and decided to not do it this year and look into doing it next. Cami reported on what all will be going on that day so far; Santa pics, mini horses, Toys for Tots, S'mores and much more. High School art and shop class are making wooden photo props
- **Christmas decorating contest-** It was discussed on doing this again this year. Billie motioned the prize would be 2 annual meeting tickets or half off of membership for non-member business, Patsy 2nd, approved. Cami will ask businesses have decorations up by the stroll Dec 1st.

OPEN FORUM

- **Exchange Club-** Evan let the board know that if I am unable to attend the meeting it is open to anyone on the board.
- **School District-** Lori reported that the land purchase was passed and that in January they will be putting a community group together, if interested on being on this contact Linda at the school

Business After Hours –

- **December- Chamber Open House**
- **January- Annual Meeting**
- **February- Front Porch**

Meeting Adjourned **Next meeting – December 12, 2019** **Sid's**

Agenda

Laurel Chamber of Commerce

December 12, 2019

Sid's

Moment of Silence

Presentation of minutes:

Guest Speaker -

Financial Report -

Yellowstone Checking -	\$ 77,227.22
Altana CD	\$ 8,537.25
Altana Saving	\$ 748.73
Christmas Repair Fund	\$ 3,706.34
TOTAL	\$ 90,219.57

Bills to be presented for payment: - not in budget

- Dennis Eaton- \$768.75 (fixing decorations)
- Elk River Outfitters- \$800 (wagon rides during Christmas Stroll)

OLD BUSINESS

- **Vote for new board members-**
- **Vote for new executive officers-**
- **Taking decorations down around city-** Thank you to everyone who helped hang decorations Nov 24th! We will take them down Jan 5th meeting at the boxcar at 7:30am
- **Christmas Stroll-** Report

NEW BUSINESS -

- **Annual Meeting** -Can we borrow a projector from the school?
 - Need 2-3 volunteers to help take stuff to Golf Course to set up
 - Baskets needed for raffle items- if you have any you want to get rid of we would love them
 - Donations- we can pick up or you can drop them at the Chamber
 - What to use money for? - Chamber Events (Halloween Carnival, Christmas Stroll, Job Fair?)
- **Holiday Open House** - Dec 19th 5-7pm, come for 20 minutes or the whole 2 hours, volunteer sheet
- **Montana Firefighters Memorial-**
- **Chamber Closed-** Dec 24-27th for Christmas

Events -

- **Ladies Night @ Thomae-** December 12th 5-7pm
- **Open House @ A Haus of Realty-** December 13th 9am-5pm
- **Open House @ Altana FCU-** December 13th 9am-4pm
- **Pictures w/ Santa @ Ace-** Dec 14th 11am-4pm
- **Vendor Show @ Harmony-** Dec 14th
- **Breakfast w/ Santa @ Laurel Golf Club-** Dec 15th 5-8pm

Open Forum -

Business After Hours -

- **December-** Chamber Open House 12/19/2019
 - **January-** Annual Meeting 1/16/2020
 - **February-** Front Porch 2/20/2020
- If you would like to host an event, please contact the Chamber.

Next Meeting - January 9, 2020 KC Palace

Item Attachment Documents:

6. Budget/Finance Committee Minutes of November 26, 2019.
Budget/Finance Committee Minutes of December 10, 2019.
Council Workshop Minutes of December 3, 2019.
Laurel Urban Renewal Agency Minutes of November 18, 2019.
Library Board Minutes of September 10, 2019.
Library Board Minutes of October 8, 2019.
Library Board Minutes of November 12, 2019.
Public Works Committee Minutes of November 18, 2019.
Tree Board Minutes of October 17, 2019.
Tree Board Minutes of November 21, 2019.
Cemetery Commission Minutes of July 9, 2019.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, November 26, 2019**

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

Others Present: **Mayor Nelson** **Bethany Langve**
 Heidi Sparks

The Meeting was called to order by Chair Eaton at 5:40 pm.

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.*

Dennis Eaton with Advanced Pump & Equipment, Inc. (APE). Dennis stated that his supervisor, Mike Matt, wanted to be at this meeting but had a family commitment so Mike Matt could not attend. Dennis stated that his supervisor had heard the City recently repaired a lift station pump. That pump was a Gormon Rupp pump and APE works on those pumps. APE also sells pump parts and Dennis feels that his company could have saved the City some money on the repair of that pump. He stated that APE does business with Cenex, Stillwater Mine, The City of Billings, and The City of Columbus. APE is also a certified operator for the Yellowstone Boys and Girls Ranch. APE also provides maintenance programs for pumps to help save money on repairs. The maintenance programs provide reports on the health of the motors. These reports help forecast when a motor is getting ready to fail, rather than wait for it to fail. All of APE's technicians are certified "confined spaces" technicians and are certified for Berthold. They also work with a lot of the local Engineering firms, and APE is a local company. Since Dennis is married to Council President Eaton, he doesn't want anyone to think any nepotism is going on, so he has been hesitant to approach the City regarding business. The Mayor asked Dennis if he was capable of providing a proposal to the City regarding what APE could provide. Dennis stated that yes, he and his supervisor, Mike Matt, could provide a proposal. The Committee asked the Mayor if he would like this proposal presented at a Public Works meeting on December 16th at 6:00 PM. The Mayor stated that he would like this presentation to occur at the December 16th Public Works meeting. Dennis thanked the Committee and the Mayor for their time and was looking forward to the Public Works meeting.

General Items

- Review and approve the minutes of the November 12, 2019 meeting. Richard Klose made a motion to approve the minutes of the November 12, 2019 Budget and Finance Committee meeting. Heidi Sparks seconded the motion to approve the November 12, 2019 Budget and Finance Committee meeting minutes, all in favor, motion passed.
- Review and approve purchase requisitions – There were none presented.
- Review and approve the October Journal Vouchers. The Committee briefly reviewed the October Journal Vouchers and had no comments or questions. Emelie Eaton made a motion to approve the October Journal Vouchers. Heidi Sparks seconded the motion to approve the October Journal Vouchers, all in favor, motion passed.
- Review and approve the October 2019 Financial Statements. The Clerk/Treasurer briefly went over the October 2019 Financial Statements. The Committee had no questions or comments. Richard Klose made a motion to approve the October 2019 Financial Statements. Scot Stokes seconded the motion to approve the October 2019 Financial Statements, all in favor, motion passed.
- Review and recommend approval to Council Claims entered through 11/22/19. Scot Stokes had previously reviewed the Claims Detail report and the check register for accuracy. There were no questions regarding the claims. Scot Stokes made a motion to recommend approval to Council the claims entered through 11/22/19, Richard Klose seconded the motion, all in favor, motion passed.

- Review and approve Payroll Register for pay period ending 11/03/19 totaling \$192,474.58. The two-page summary was reviewed, signed and dated. Heidi Sparks made a motion to approve the Payroll Register for the pay period ending 11/03/19 totaling \$192,474.58, Emelie Eaton seconded the motion, all in favor, motion passed.

New Business – The Mayor stated that he had invited Heidi Sparks to attend this Budget and Finance Committee meeting as she has expressed interest in the Committee. If an opening comes up, she would be a great candidate for that position. For now, she would be willing to be a substitute Budget and Finance Committee member when we have current members unable to attend.

Old Business – none

Other Items

- Review the Comp/Overtime report for pay period ending 11/03/2019. The Committee reviewed the comp/overtime report for pay period ending 11/03/2019 and had no questions or comments.
- The Committee reviewed the Bank Balance Report for October 2019. There were no questions or comments.
- The Clerk/Treasurer stated that she had looked into the additional quotes for the radio purchase requisition from the ambulance. The Ambulance Director did give her the other two quotes and she passed them around for the Committee to review. The Clerk/Treasurer also asked the Public Works director about other possible vendors able to repair the Elm Lift Station pump and was told that the vendor chosen was the only available vendor.
- The Mayor stated that the City is in the process of hiring EMTs. The City needs to update the Schedule of Fees and Charges.

Announcements –

- The next Budget and Finance Meeting will be held on December 10, 2019 at 5:30pm
- Richard Klose will be reviewing 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.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, December 10, 2019**

Members Present: **Emelie Eaton**
 Scot Stokes

Bruce McGee
Richard Klose

Others Present: **Mayor Nelson**

Bethany Langve

The Meeting was called to order by Chair Eaton at 5:30 pm.

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.*

General Items

- Review and approve the minutes of the November 26, 2019 meeting. Council Member Eaton commented that the minutes needed to be amended. The supervisor of APE isn't Mike, it is Matt. The Clerk/Treasurer stated that she would make that correction. Richard Klose made a motion to approve the minutes of the November 26, 2019 Budget and Finance Committee meeting, as amended. Bruce McGee seconded the motion to approve the November 26, 2019 Budget and Finance Committee meeting minutes, as amended, all in favor, motion passed.
- Review and approve purchase requisitions – None
- Review and recommend approval to Council Claims entered through 12/06/19. Richard Klose had previously reviewed the Claims Detail report and the Check Register for accuracy. There were no questions regarding the claims. Richard Klose made a motion to recommend approval to Council the claims entered through 12/06/19, Bruce McGee seconded the motion, all in favor, motion passed.
- Review and approve Payroll Register for pay period ending 11/03/19 totaling \$192,474.58, the Payroll Register for pay period ending 11/17/19 totaling \$186,768.23, and the Payroll Register for pay period ending 12/01/19 totaling \$236,171.58. The Clerk/Treasurer stated that a couple of these had to be re-approved. The two-page summaries were reviewed, signed and dated for each pay period ending. Scot Stokes made a motion to approve all three of the Payroll Registers, Bruce McGee seconded the motion, all in favor, motion passed.

New Business

- 2020 Claims Review Schedule – The Committee discussed making a claims review schedule for the New Year. Emelie Eaton volunteered to review the claims for January 14th, Scot Stokes stated he would review the claims on January 28th, Bruce McGee stated he would review the claims on February 11th, Richard Klose stated he would review the claims on February 25th, Emelie Eaton stated she would review the claims again on March 10th, and Scot Stokes stated it would be his turn again on March 24th. The list is as follows:

Jan 14 – Emelie	Feb 25 - Richard
Jan 28 – Scot	Mar 10 - Emelie
Feb 11 – Bruce	Mar 24 - Scot

Old Business – none

Other Items

- The Clerk/Treasurer stated that the Committee could no longer review the detailed report of individual employee vacation, sick, comp and holiday time as this was not public record. She did state that the total amount of hours was public record and something that the Committee should

review as there was a dollar value attached to it. She would begin having the Payroll Clerk printout that total for review at each meeting.

- The Mayor stated that he had nothing to report at this time. The Committee asked him if there were any talks of adding an animal control position in the upcoming budget, as a member of the public had asked. The Mayor stated that the budget process for Fiscal Year 2021 has not started yet, however there has been talks of trying to add a half animal control, half parking control officer.

Announcements –

- The next Budget and Finance Meeting will be held on Monday December 23, 2019 at 5:30pm
- Richard Klose will be reviewing 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.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, DECEMBER 03, 2019**

A Council Workshop was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:31 p.m. on December 3, 2019.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Bill Mountsier

OTHERS PRESENT:

Kurt Markegard, Public Works Superintendent
Rylie Hutchens, Ambulance Director
Brent Peters, Fire Chief

Public Input:

There were none.

General Items:

There were none.

Executive Review:

1. Resolution: A Resolution Authorizing The Mayor To Execute A Lease Agreement With The American Legion And Laurel Little League For Baseball Facilities As Described In Lease Agreement.

Corey McIlvain, 903 6th Ave, stated he is the President of the Laurel Dodgers. He stated that baseball is a large part of Laurel. He did want to clarify one thing and make one request. First that the lease states that \$250 will be charged to both the Dodgers and Little League for the use of the concession stand. Historically the Little League has not participated in concessions, and the Dodgers have paid that. The Dodgers are happy with the contract and appreciate Council extending it for five years, but request that the lease be split. These are two separate organizations. Having a combined lease has cause confusion.

It was recommended these changes be taken into consideration and get this taken care of soon. The Mayor stated he would follow up with Sam in the morning to see how this should move forward. It was stated if both had their own leases, they would both need to have their own insurance. It was clarified both organizations do have their own insurance.

It was questioned when the current contract is up. It was clarified the current lease expires in April.

2. Ordinance No. O19-03 An Ordinance Amending The Laurel Municipal Code For The Purpose Of Changing City Park Hours Pursuant To 12.28.060. (PH 12.10.2019)

Mayor Nelson stated this is the second reading of Ordinance No. O19-03. There will be a public hearing next week.

Council President Eaton stated she previously voted no for this. She had questions about Riverside Park. Under the section marked Park Hours section C, there are no hours for the camping side of the park, but will there be for the boat side?

It was clarified that the City does not have control of the shoreline and the boat part, so do not have control over the hours.

It was questioned where do these hours apply within Riverside Park.

It was suggested that Fish Wildlife and Parks take care of the boat side. Camping will have a quiet time. These hours would apply to anything beyond Jaycee Hall.

It was questioned if there would be signs up past Jaycee Hall stating the park hours. It was clarified that signage would be necessary for all the parks.

It was questioned if Riverside Park would have a change in hours again this spring. It was clarified that the camping portion would be delineated under these new hours. The hours would not change.

It was questioned what if someone wanted to pitch a tent down at the other end of the park. There is a Park Board meeting on Thursday evening. They can discuss this type of issue.

It was clarified that the City does have a Riverside Park master plan that outlines the plans for the park.

Corey McIlvain, 903 6th Avenue, questioned how the park hours would affect the Dodgers. As a cost-saving measure, they play doubleheaders. Those games start at 5 p.m. and the second game begins right after the end of the first game. There is a chance their games can go later than 10 p.m. due to weather delays or competitive play. Could there be an exception listed in their lease in the event they go later than 10 p.m? It was clarified that people walking through the park, Fourth of July, etc. would not be a problem. The goal of the hours was to reduce vandalism within the parks. Don't see fining the Dodgers for going too long.

Council Issues

3. KLJ Street Maintenance Discussion

Kurt Markegard, Public Works Director, stated a few weeks ago they had a Public Works Committee meeting and discussed the PASER study. They had talked about wanting to bring forward discussion to the Council. There are a few task orders coming up with KLJ. There was a meeting today, this morning, with Staff and the Mayor, this was the discussion. This task order will come to Council on December 17th. Today was at the Staff level.

In the last few winters, the streets have blown up. They are looking to go out to bid in February with contracts going to Council in March and hoping to get better pricing. However, things may change this winter. There were questions about financing that the Clerk/Treasurer is looking into.

The Public Works Director encouraged Council to look through their books and be ready with questions at the next Workshop meeting. There are maps that rank the streets by Ward. Anything below a 6 requires a full repair or overlay, while anything above a 6 only needs crack sealing, chip sealing, or patching, etc. It is hard to preserve pavement when there is not a base — currently working on redoing the Public Works Standards. Will require eight inches of gravel and three inches of asphalt. There are areas that a geotechnical report will be needed and may require sixteen inches of gravel and fabric to keep the groundwater from deteriorating the road, hoping for a mild winter.

The Mayor asked that KLJ speak to where we are on West Railroad during the next Workshop.

Council Member Herr stated that taxes went up a lot for street maintenance. He reiterated that he hopes the City uses that tax increase towards the streets. Mayor Nelson clarified that it cannot be used for anything else but the streets.

The Public Works Director stated if you were to add up all the columns, the total cost to repair/replace all the streets would be 60 million. The City is 60 million behind on street maintenance, not including the water and sewer lines. Last week they found a lead line. They also found a sewer line that was not connected and also found a City main that had collapsed. Street replacement will coordinate with the water and sewer reserves to make sure they are able to fix all of them. There are also orange brick pipes that need to be replaced, as well — looking for a well-balanced approach to getting these things fixed.

Mayor Nelson stated that they are working on evaluating where they are on funds and water rates. Certain projects require a rate study.

The Public Works Director stated the south end of town has very old infrastructure that needs to be addressed. If they replace the waterline, they will also be replacing the street as well.

4. Page 41 of Personnel Policy Discussion

Mayor Nelson stated this agenda item was requested by Council President Eaton.

Council President Eaton handed out screenshots of comments made on social media, see attached. This particular individual goes on to spread falsehoods about an issue he felt very deeply about. He states that he is a fireman who has been on the Department for over 10 years. Council Member Sparks has previously brought up that these posts were unprofessional. This has continued for over two years. The Personnel Policy, see attached, is very clear that employees are to state they are not speaking for the City, state that this is their opinion, and not spread falsehoods, etc. There was no Department Head or Mayor caution to this individual. Council President Eaton asked where the Mayor stood on this and what he thought could be done about it.

Mayor Nelson stated that he was unsure exactly what her question was. He has not spoken with the City Attorney regarding this issue. There is some grey area regarding employee vs. volunteer.

Council President Eaton stated that if someone states they are on the Volunteer Fire Department and have 10 years and stating falsehoods and continuing to repeat it, for example, the last post in the handout. It is not clear where he heard those things, but that is not what the Council had heard. Not a good representation of anyone, whether they be a volunteer or an employee, to state these harsh, angry opinions time after time. She clarified that everyone has a right to their opinions, but when backing it up with a statement that you have 10 years of experience. It seems like it is going beyond stating an opinion and seems more like they are arguing with Staff, City Council, and the Mayor, etc.

Mayor Nelson stated that there were some City employees that responded in some manner as well. He stated he does not know what that was because he does not read any of it and only knows what he has been told. He has had a couple of discussions and is planning to have a discussion with all the Department Heads as well and looking at making a change, so this policy encompasses all employees, volunteers, and Council Members. Moving forward, there will be recourses to employees and volunteers who violate that policy. What the City currently has is a little vague. If something is proper or not can be debated. This is something that will be addressed and have a more comprehensive policy in place and will not see this kind of activity in the future. From his understanding, there have been a lot of things said, some poorly chosen. Many things he has seen have been unprofessional, whether it be from employees or volunteers.

Brent Peters, Fire Chief, stated in reference to Council President Eaton's comment. The Department Head didn't know because the Department Head doesn't have Facebook and doesn't believe in Facebook. When dealing with the issues from the past three weeks, people have been able to project their feeling through Facebook. He stated that he has spoken with this individual and will not be seeing this action in the future. According to the Personnel Policy, the employee classifications are full-time and part-

time. It does not address volunteers. He agrees a lot of policies within the Personnel Policy need to be updated to include volunteers, Council Members, and so forth. There is responsibility in their positions on how they act. This individual has been talked to along with the rest of the Department. He plans to hold training for those within the Department to follow what is in the Personnel Policy even though they are not classified within the policy as those that need to adhere to it. It was brought to his attention that there were other City Employees who were involved in discussions on Facebook. This is a great training opportunity, and lesson learned for the City of Laurel.

Mayor Nelson stated that the Personnel Policy needs a lot of updates. That was one of the things that when he was on Council, that they all complained about. They got the Personnel Policy at a Workshop and voted on it the following week. When you are working, you may not have the time needed to fully review the document before them. He stated he thinks it should take one or two Workshops minimum before making a decision on the item. Council should be afforded the time for proper review.

5. Ambulance/Fire Department Discussion

Mayor Nelson stated this discussion item was requested by Council Member Sparks.

Council Member Sparks asked to have a discussion on what exactly the plans are regarding the Ambulance and Fire Department. She also asked where the City was with those plans. There is a lot of stuff on social media and regular media at this point. There is a miscommunication or lack of communication. The best way to squelch this is to have a conversation about it.

Mayor Nelson stated that he feels the best way to move forward is a combined department. He made a mistake in bringing that forward too quickly. He spoke with the Ambulance Director, who convinced him that hiring five full-time EMTs instead of a combined department with firefighter/EMTs would best serve the City. He stated that it is his responsibility to provide for the health and welfare of the citizens. They provide volunteers and equipment and are expected to provide a certain level of service. This year especially the Ambulance Department has struggled with keeping volunteers. Riley had stepped in and taken that on. Since Riley has taken this on, he has turned it around quite a bit. Riley convinced him to hire ambulance employees; he is not going to hire a full-time Fire/EMS Chief at this time. At this time, he is working with the Volunteer Fire Chief Peters on a plan for the next 5, 10, 15 years for the Fire Department with contingencies based on legislation and increase of population to a level of first-class sooner than anticipated. Will also continue looking into having a combined Fire and EMS Department. It will probably be two separate departments under one brand but will have further discussions. This plan will be similar to the Growth Policy and be reviewed every three to five years. He wouldn't have moved forward with this plan if he did not think this was a great plan. He believes this is something we will be proud of for years to come.

It was questioned where the Ambulance Department is on staffing. How many volunteers they have; how many employees they have, and will there be employees

hired. It was clarified that they currently have 26 volunteers, planning on hiring five employees initially. To make it to a full-time service, depending on the scheduling model. Using the optimal model, they would need an additional one full-time employee with three part-time employees as well as a paid Director. Initially, it was going to be three, would have made zero impact. That is how they arrived at the number five and keep the Director position volunteer for the time being to put five on the street until they are at a revenue position to hire a full-time Director. Ambulance Director Hutchens asked that resident, elected and appointed officials need to keep in mind that this is only the beginning of the plan, this is not the end of the plan. There is a lot of criticism not providing full-time coverage. The reality is the money is not in the bank but working on ways to acquire the money. Giving the revenue steps, they are looking at approximately five years to truly have a full-time service. There are a lot of changes they can make in the meantime.

Mayor Nelson stated there are a lot of opportunities to self-fund a portion of these costs. Such as flying transports into the Laurel Airport etc.

It has been stated on social media that even with the five full-time EMTs that there will not be full-time coverage. What type of coverage will there be, and when will those full-time positions take effect?

Ambulance Director Hutchens stated that there are three crews. An A crew, B crew, and C crew. A and B crews will work one 16-hour shift and one 24-hour shift per week. C crew will work two 12-hour shifts and one 16-hour shift per week. C crew does not have a guaranteed partner like A and B crews do. Saturday and Sunday will be covered from Midnight to midnight both days. This is the peak 911 call volume. This, paired with getting volunteer coverage, has been difficult. Monday and Tuesday are covered from 8:00 a.m. to midnight. Wednesday and Thursday will be from 8:30 a.m. to 8:30 p.m. Friday will be 8:00 a.m. to midnight. The hours were statistic driven. The goal is to cover as many calls as possible given the limited number of resources. They are starting the interview process next week. There are seven applicants. He could not say he will hire all internal applicants. They may open to external applicants. Things that will be taken into consideration is the quality of the employee, experience, commitment to the Laurel Community. The intention is to be very careful in who they hire as a full-time employee. They need Community go-getters and people who have a heart for the City of Laurel. People who have a legitimate investment to improve the service. He stated if he cannot find those qualities in his own staff, he may have to look outside his staff. He will not hinder the entire plan if they cannot hire all five. Would get those hired on the ground now and work on the fine details later. Some criticism they have received from this plan is that the station is not ready for full-time employees. This is true. When the station was built back in 2007, there was never a concept for sleeping quarters brought into it. There is not a fire alarm system in the Fire Station. There are temporary plans in place to allow for sleep time. The classroom can be set up as temporary sleep quarters. He has been in contact with a FEMA on how they set up temporary sleep quarters. There are numerous station duties that can be done daily. One of the biggest projects is the archival project. This is taking every patient care document dating back to 1971

scanning that and then destroying the original copy. These are forensic records and follow a different retention schedule. There are 1000's of records that need to be scanned in. Some are in such condition they will need to be manually entered. There are cleaning duties, community outreach projects, education opportunities, an employee physical fitness program, etc. It is not what is portrayed on TV that firefighters and EMT's are sitting around watching TV all day. There is stuff to be done.

Mayor Nelson stated that they are still working on the safety levy to assist with the needs of emergency services. Ambulance Director Hutchens thinks we may be too late to get things done this year, which we may be. We can give ourselves a year and a half would be better. He is going to try and schedule a City/County meeting to discuss the Fire Districts and how they currently are arranged. May also talk about creating a Southern Yellowstone County Fire and Ambulance Districts. The call volume is increasing outside the City as well.

It was stated that the safety mill levy is a high priority for the Emergency Services Committee. It was questioned if we were pushing that back. It was questioned if we are to the point where we can hire five full-time employees now do we really need it. Citizens will be asking this question. Mayor Nelson clarified this is why we need to spend a year and a half working on this to be able to present why we need the safety mill levy. This is not at the 95%-96% coverage we would like to be. This is just the start. We need to be able to show how the safety levy is increasing the service within the City and also be able to show that we are getting paid for service outside the City. If we spent the next six to eight months putting everything together then have a comprehensive plan and request to present to the people. There will be a sunset to show that it is money well spent.

It was stated that calls not being answered brings us to this point today. It was stated that this plan would not give 95% to 96% coverage. It was questioned what percentage will it cover. It was clarified that you could not predict 911 calls. This should give 65% to 70% coverage. Go forward Council needs to be specific in what they are asking for in respect to the numbers. These are tabulated by hand. There are weeks that the coverage is 5% to 10%. They may need to adjust the hours as the years go on. Ambulance Director Hutchens asked for patience as this is a new endeavor, and it has not been done before.

It was questioned if they are only able to fill three or four positions and have a shortfall, will there still be back up from AMR. It was clarified that AMR has missed calls and great delays on calls, as well. There is mutual aid; however they have their own areas to service. Senate Bill 38 opened the door for community paramedicine in Montana. This allows a paramedic to treat on the scene and release safely and not tie up a transport unit. There are missuses of the ambulance service. Currently, they cannot refuse a call.

Fire Chief Brent Peters thanked Mayor Nelson and Ambulance Director Hutchens for the work they have done on this. The City of Laurel has asked for a solution on the ambulance for many years. He sat down with both the Mayor and Ambulance Director

Hutchens to have a discussion about emergency response in Laurel. This does not make the volunteers go away. This is simply staffing the key hours. The Mayor has always stated that he would promote full-time staff to support the volunteers. They are a team. Laurel has the opportunity to be a leader for EMS. Other communities may be coming to us for how we fixed the issues. This plan has an opportunity for growth.

Mayor Nelson stated that the volunteers work very hard for this community. They will be lucky to have all of them, and they will always be part of the community. Any employees will be there to back up the volunteers as they are the backbone.

Mayor Nelson ended the meeting without continuing to the remain agenda items.

Other Items

Review of Draft Council Agendas

6. Review Draft Council Agenda for December 10, 2019.

Attendance at Upcoming Council Meeting

Announcements

Employee Recognition:

David Saylor	29 years	City Shop
Guy Rolison	20 years	City Shop
Kevin Budge	12 years	City Shop
Dave Waggoner	12 years	WTP
Jay Hatton	6 years	City Shop
Keith Guy	3 years	City Shop

Volunteer Recognition:

KC Bieber	7 years	Fire
Hugo Hernandez	7 years	Fire
Wendy Wong	9 years	Ambulance
Brandy Miller	3 years	Ambulance

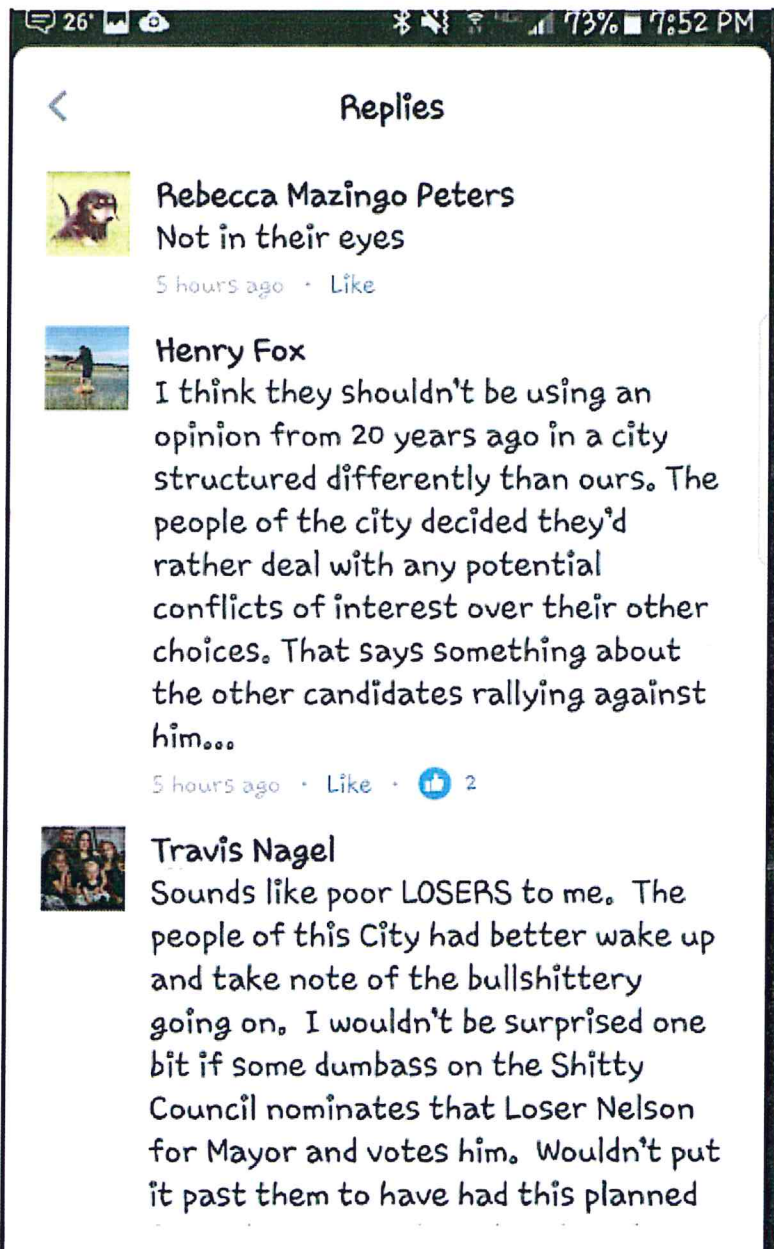
The council workshop adjourned at 7:45 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

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



Rebecca Mazingo Peters
Not in their eyes

5 hours ago · Like



Henry Fox
I think they shouldn't be using an opinion from 20 years ago in a city structured differently than ours. The people of the city decided they'd rather deal with any potential conflicts of interest over their other choices. That says something about the other candidates rallying against him...

5 hours ago · Like ·  2



Travis Nagel
Sounds like poor LOSERS to me. The people of this City had better wake up and take note of the bullshittery going on. I wouldn't be surprised one bit if some dumbass on the Shitty Council nominates that Loser Nelson for Mayor and votes him. Wouldn't put it past them to have had this planned

10:47

**Tom Nelson for Mayor**

Yesterday at 12:52 PM ·



3 shares

Most Relevant ▾

**Travis Nagel**

Laurel wants a mayor that we elected, not an individual that got the position based on a technicality. You are taking credit for projects already set in motion by your predecessors. I also noticed you have made no mention of the fact that during your term as mayor that you did not get the new water intake working even after pouring millions of dollars into it. You talk about how much work it is to be a mayor, but you fired and did not replace the CAO, whose job was to run the day to day affairs of the city under the mayors guidance. You essentially cut your own throat, and now are trying to pat yourself on the back for doing the work of the guy you fired. What I really would like to know, is how hiring a full-time Fire Chief and paying him/her \$70,000 to 100,000 a year is going to help i... [See More](#)

9h Like Reply

**Sean McCleary**

Well said. Especially when he doesn't even know half ..or probably most of the firefighters on our dept.

1h Like Reply



Write a comment...



Like Follow Share ...



Laurel Outlook

October 24 · 🌐

Incumbent Laurel Mayor Tom Nelson is seeking to retain his position in the Nov. 5 Municipal Election against certified write-in candidate Ted Mize. Nelson was appointed in Jan. 2018 after mayor-elect Dave Waggoner...
#News #Political #Candidate
<https://www.laureloutlook.com/.../responsible-growth-importan...>



LAURELOUTLOOK.COM

Responsible growth important for incumbent Laurel Mayor Tom Nelson

👍 Zach Cortese and 3 others

10 Comments 5 Shares

👍 Like

💬 Comment

➦ Share



Most Relevant ▾



Write a comment...



Matthew D Willoughby I fully agree with Travis the departments may have had the same name but not the same leader or chain of command.. the Ambo operated with the help of the fire fighters not because they had too but because there was no one else.. the only thing I wish w... [See More](#)

Like · Reply · 4w

👍 1



Travis Nagel What a crock of shit this idiot is. How did combining the Ambulance service with the Fire Department result in "BAD

Like

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Travis Nagel What a crock of shit this idiot is. How did combining the Ambulance service with the Fire Department result in "BAD RESPONSE TIMES" for the Ambulance??? The two departments were combined in name only but operated separately with completely separate budgets and leadership. The fire Chief was told he oversaw both departments but in actuality the Ambulance bypassed the Fire Chief and reported directly to the Mayors office. The mayor broke the chain of command, not the Fire Department. There were a lot of unanswered EMS calls by the Laurel Ambulance Service, not because they were joined in name only to the Fire Department, but due to a severe lack of volunteer EMTs. This lack of volunteers is a nation wide epidemic. AMR of Billings is offering a \$10k signing bonus and still can't fill their ambulances. Laurel EMS is completely staffed by volunteers. A few of which actually live in Billings but practically live at the Ambulance barn to cover calls because they care so much, forgoing seeing their families and friends and actually having a LIFE, on top of working full time jobs. When the EMTs available to take a call was only one, minimum of 2 people to respond an ambulance, the Fire Department supplied Fire Drivers so the EMT could respond to the request for an ambulance. The mayor is trying to take credit for an improved "call answered" rate by splitting the two departments that were joined in name only. In actuality, the improved response is from a few new EMTs two of which are Fire Department members and an ambulance driver who also lives in Billings but spends more time in Laurel driving the ambulance then he does at home with his family. Couple this driver with a few EMTs that practically live at the Ambulance barn with support from the Fire Drivers and we now have an improved response rate. The mayor is trying to take credit for what the Volunteer Ambulance leadership and their people have done. These same volunteer EMTs have asked for help from the mayors office numerous times in the form of hiring full time EMTs and have put together proposals on how to get it done but the mayor has turned his back on them every time. Now he wants to spend \$70-100k a year on a full time fire chief? How does that fix anything?? Our current fire chief Brent Peters runs the Fire Department top notch and has done so for the last 8 years. He too is a volunteer. Why spend up to \$100k for a paid chief when you get the same result with a volunteer fire chief? That's not spending taxpayer dollars wisely. Instead, why not hire full time EMTs instead, you know, something we could actually really use here in Laurel. The city cannot say they can't afford to do this as they have fired the past ambulance director who was full-time and received a wage and the current mayor has also fired the CAO who is making over 100,000 a year and has not filled that position either. Tell the mayor we don't need a full time fire chief, we need full time EMTs for our Ambulance Service. My point here is that Tom Nelson is not a worthy mayor now or ever will be. Vote for Ted Mize so the City of Laurel can get back on track.

Like · Reply · 4w

19



Travis Nagel ▶ Laurel Montana Community Watch and Information #2

October 24 · 🌐

...

Reposting for those that missed it earlier:

Hello fellow Laurel folk. In today's Laurel Outlook is an article on the mayor. I am writing to you to correct some false claims he has made and to review his plans to hire a full time fire chief to replace our current volunteer fire chief. As most of you know, I have been a member of the Laurel Volunteer Fire Department for over ten years and am currently serving as a Deputy Fire Chief. In the article the mayor claims that the combined departments (Fire and Ambulance) created bad response times for the Ambulance. How did combining the Ambulance service with the Fire Department result in "BAD RESPONSE TIMES" for the Ambulance??? The two departments were combined in-name-only. Both departments operated separately with each their own budgets and leadership. The fire Chief was told he oversaw both departments but in actuality the Ambulance by-passed the Fire Chief and reported directly to the Mayors office, at his directive. The mayor broke the chain of command, not your Fire Department. There were a lot of unanswered EMS calls by the Laurel Ambulance Service, not because they were joined, in-name-only, with the Fire Department, but due to a severe lack of volunteer EMTs. This lack of volunteers is a nation wide epidemic. AMR of Billings is offering a \$10k signing bonus and still can't fill their ambulances. Laurel EMS is completely 100% staffed by volunteers. A few of which actually live in Billings but practically live at the Ambulance barn to cover calls because they care so much, forgoing seeing their families and friends and actually having a LIFE, on top of working full time jobs. When the EMTs available to take a call was only one person, a minimum of 2 people required to respond an ambulance per regulation, the Fire Department supplied Fire Drivers so the EMT could respond to the request for an ambulance. The mayor is trying to take credit for an improved "call answered" rate by splitting the two departments that were joined in name only. In actuality, the improved response is from the addition of a few new EMTs two of which are Fire Department members and an ambulance driver who also lives in Billings but spends more time in Laurel driving the ambulance then he does at home with his family. Couple this driver with a few EMTs (seasoned and new) that practically live at the Ambulance barn with support from the Fire Drivers and we now have an improved response rate. The mayor is trying to take credit for what the Volunteer Ambulance leadership and their people have done. These same volunteer EMTs have asked for help from the mayors office numerous times in the form of hiring full time EMTs and have put together proposals on how to get it done but the mayor has turned his back on them every time. Now he wants to spend \$70-100k a year on a full time fire chief? How does that fix anything?? Our current fire chief, Brent Peters, runs the Fire Department top notch and has done so for the last 8 years. He is a volunteer fire Chief, not a paid fire chief. Why spend up to \$100k for a paid chief when you get the same result with a volunteer fire chief? That's not spending taxpayer dollars wisely. Instead,



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Computer, Internet and E-mail Usage

The City recognizes that use of the Internet has many benefits for it and its Employees. The Internet and e-mail make communication more efficient and effective. Therefore, Employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the City and others at risk. This policy discusses acceptable usage of the Internet.

Guidelines

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner.

1. Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
2. Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon the City or be contrary to the City's best interests; and any illegal activities - including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail - are forbidden.
3. Copyrighted materials belonging to entities other than the City may not be transmitted by Employees on the City's network. All Employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his/her own.
4. Do not use the system in a way that disrupts its use by others. This includes excessive sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.).
5. The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available through your supervisor. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
6. Passwords to City systems are provided in order to protect sensitive information and messages from unauthorized use or viewing. Such passwords are not intended to prevent appropriate review by City management. Under NO circumstances should you provide any co-worker or non-city personnel your password and user codes.
7. At no times should networked workstations with Internet access be left in an accessible state that could potentially allow unauthorized access.

8. Each Employee is responsible for the content of all text, audio or images that he/she places or sends over the City's Internet and e-mail system. No e-mail or other electronic communications may be sent which hide the identity of the sender or represents the sender as someone else.
9. E-mail is not guaranteed to be private or confidential. All electronic communications are the City property. Therefore, the City reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so do not assume that others cannot read - or possibly alter - your messages.
10. Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the City.
11. Use of Instant Messaging, either with internal Employees or persons outside the office must fall within City guidelines.

The City's Right to Monitor and Consequences

All City-supplied technology, including computer systems and City-related work records, belong to the City and not the Employee. The City routinely monitors usage patterns for its e-mail and Internet communications. Although encouraged to explore the vast resources available on the Internet, Employees should use discretion in the sites that are accessed.

Since all the computer systems and software, as well as the e-mail and Internet connection, are owned by the City, all City policies are in effect at all times. Any Employee who abuses the privilege of the City's facilitated access to e-mail or the Internet may be denied access to the Internet and, if appropriate, be subject to disciplinary action, up to and including termination.

Department Administrators are responsible for ensuring that assigned personnel understand Internet acceptable use policy.

City management reserves the right to periodically monitor Employees' use of any computer systems or network.

Questions Regarding the Use of the Internet or E-mail

If you have questions regarding the appropriate use of the Internet or E-mail, contact your supervisor.

Social Media Policy

The City understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all Employees of the City of Laurel.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content

of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

The same principles and guidelines found in the City's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of the City or the legitimate business interests of the City may result in disciplinary action, up to and including termination.

Know and Follow the Rules

Carefully read these guidelines, the City Statement of Ethics Policy, the City Customer and Confidentiality Policies and the Discrimination & Harassment Prevention Policy, and ensure your posting are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may be subject you to disciplinary action, up to including termination.

Be Respectful

Always be fair and courteous to fellow Employees, customers, members, suppliers or people who work on behalf of the City. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your coworkers or by utilizing our Problem Resolution Procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticisms, avoid using statements, photographs, video or audio that reasonable could be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, gender, disability, religion, or any other status protected by law or the City policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted posting can be searched. Never post any information or rumors that you know to be false about the City, fellow Employees, citizens, suppliers, or people working on behalf of the City or competitors.

Post Only Appropriate and Respectful Content

Do not create a link from your blog, website or other social networking site to the City website without identifying yourself as a City Employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are an Employee and make it clear that your views do not represent those of the City, fellow Employees, members, customers, suppliers, or people working on behalf of the City. If you do publish a blog or post online related to the work you do or subjects associated with the City, make it clear that you are not speaking on behalf of the City. It is best to include a

disclaimer such are "The postings on this site are my own and do not necessarily reflect the views of the City."

Using Social Media at Work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your department Administrator or consistent with the City's Computer, Internet, and E-mail Usage Policy. Do not use the City email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Retaliation is Prohibited

The City prohibits taking negative action against any Employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any Employee who retaliates against another Employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

Employees should not speak to the media on the City's behalf without contacting the CAO or Department Head.

All media inquiries should be directed to them.

For More Information

If you have questions or need further guidance, please contact your department Administrator or the City CAO.

Job Descriptions

All job descriptions must be approved by the Mayor or CAO, no exceptions.

Compensation

The City observes pre-determined pay period/pay days. When you receive your paycheck, review your paycheck stub to be certain your name, address and other pertinent information are correct. Please make sure to review your hours every pay period to assure all hours worked have been properly recorded and paid. If you observe an error on your check, please report it immediately to the City Payroll Clerk. If you cannot resolve the problem, contact your supervisor for assistance.

Paydays

The pay period is biweekly. Payday is the Friday following completion of the pay period. Paychecks will be available by 9:00 a.m. on payday. There shall be NO pay advances under any circumstances. Checks may be mailed if authorized by the employee. No other person be allowed to pick up an Employee's payroll check, without prior written authorization of the Employee on file with the City.

* LVFD member's expense reimbursement will be once a month, on or before the 10th of the following month.



**MINUTES
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
MONDAY, NOVEMBER 18, 2019
11:00 AM
LAUREL CITY COUNCIL CHAMBERS**

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

General Items

1. Roll Call

No Quorum. No Meeting.

New Business

Old Business

Other Items

Announcements

2. Next Meeting: December 16, 2019

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

MINUTES
CITY OF LAUREL
Library Board
09/10/2019 06:00 PM
Laurel Library

A Library Board meeting was canceled at 6:15PM. No Quorum

COMMITTEE MEMBERS PRESENT:

Arthur Voge, Chairman	X Dixie Feller
Bill Hanson, Vice-Chairman	Samantha Barnhart
X Nancy Schmidt, Secretary	X Clair Killebrew – Foundation Liaison
X Emilie Eaton – via phone	

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.

3. New Business

a.

4. Old Business

a.

5. Other Items

a. Upcoming Items:

SCF Meeting

PLD/ASLD Retreat

Federation Coordinator's meeting

RIPL – Research Institute for Public Libraries

NAC

Closing August 30th-September 2nd for Labor Day weekend.

6. Announcements

- a. Next regular meeting is Tuesday, October 8, 2019 at 6:00 pm in the Community Room of the Laurel Public Library.

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.

MINUTES
CITY OF LAUREL
Library Board

10/08/2019

06:00 PM

Laurel Library

COMMITTEE MEMBERS PRESENT:

- | | |
|------------------------------|--|
| X Dixie Feller, Board Chair | X Arthur Vogelee |
| X Bill Hanson, Vice-Chairman | X Samantha Barnhart – via phone |
| X Nancy Schmidt, Secretary | X Clair Killebrew – Foundation Liaison |
| Emilie Eaton | |

OTHERS PRESENT:

1. Public Input

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

- a. Dixie Feller addressed the Board as Chair. She stated some concerns that have arisen lately with regards to the library budget. As we progress into the new year, we may have to think of other funding methods for the library to compensate for the drastic budget cut we experienced this year. She will research grants for libraries and report her findings.

2. General Items

- a. Arthur motioned the Library Board minutes for August and September 2019 be accepted as presented, Bill seconded the motion; motion passed.
- b. The only correspondence received was Nancy's recertification certificate from the Montana State Library. The short trip to Sidney gave her the final 6 hours of CE needed for recertification.
- c. Circulation Report -Traffic: up 1.9 %; circulation: all items circulated totaled 4,426 (including 496 eBooks), book circulation was up 9.3%, media circulation was up 25.5%, eBook checkouts for this month was 13.5% of total book circulation, we circulated 842 items to partners and 163 items from other libraries; computers: internet use was down 34.7%, children's use was up 61.8%, wi-fi use was up 82%; patron cards: city registrations made up 62.8% of library users, county patrons 32.4% and non-resident registered patrons 4.8%. There were 75 tech assists in September.

3. New Business

- a. It's time again for annual statistics. As soon as Nancy receives the itemized expenses that she requested from Bethany, she'll set aside a couple days to complete the statistics and send them to Helena.
- b. The fall Federation meeting was held in Big Timber at the Carnegie Public Library. Clair, Arthur and Nancy attended the meeting. There was significant discussion concerning the 2020 Census. The Montana State Library is starting census training for all public libraries. The census will only be available online for citizens to complete. Those areas that are most likely to experience a low number count will be contacted by an enumerator in person (i.e. reservations, low income, elderly, etc.). Library certification will be changing over the next year. Pam Henley stated that many long-term libraries don't feel the current administrator track fits most of them with the needed requirements compared to their actual job duties. The amount of money sent out by the State Library will be increased slightly over last year AND we will receive the per capita monies this year. The next Federation meeting will be held in Laurel on March 14, 2020.
- c. The PLD/ASLD Fall Retreat at Chico Hot Springs will be held October 13th & 14th. Carpool will be leaving about 8:15 am to make the 11:00 am membership meeting.
- d. Under Foundation business: the t-shirts have been designed and we are ready to place an order. We will order 12 long-sleeved and 12 short-sleeved in medium, large, extra-large, and 2XL. Library staff have also asked for a new book cart (the weight of the books on the beige cart has damaged the wheels) and a nice table/chairs for patrons that would allow taller patrons to sit more comfortably while reading. Clair has okayed the t-shirt order since it was discussed at an earlier meeting. She would like to talk to her Foundation Board about the cart and table/chair.
- e. Even though she had registered for the RIPL conference in Billings, Nancy did not attend. Since there wasn't any cost to attend the conference, there was not money lost, just opportunity.
- f. Mike has been making some detailed changes to the library website. Many of the changes made were enhancements to the mobile aspects of the site. Log in to see what is different. Mike has the list if you would like to compare that to the updates on the site.
- g. We have a young volunteer that will be helping at the library – Akeena. She will be helping Mike and Chris in the evenings after school. Anything you can think of that she may need to help with, please let us know.

- h. The fall book sale will be held Tuesday through Saturday, October 22nd-26th with same hours as always: Tues - Thur 9-7; Fri 9-5; Sat 9-3 - again using the donation system.

4. Old Business

- a. There were no questions about the invoices submitted for payment for September 2019.
- b. Library staff still has not received their personal time on their pay as a benefit. Since the signature form was still in Emelie's box at City Hall, Nancy removed it and asked Dixie to please send a letter to Kelly (Payroll Clerk) stating that this benefit was voted upon by the board and unanimously passed by those present.
- c. The library is hanging on – barely – financially. We are looking into getting any type of grant that will help us meet the needs of our patrons.
- d. We are counting the Summer Reading Program as a success again this year. We had over 90 participants sign up. We gave away 50 prizes (most popular were Pizza Hut and HCC gift cards). There was over 3,500 total hours spent reading this last summer.
- e. There were 2,064 meals served at the library during the summer lunch program. This program ran two weeks shorter than last summer AND we had the summer school kids coming for lunch most of the summer. It appears to be a success. We will continue to host the program as long as we are eligible.

5. Other Items

- a. Upcoming Items:
 - NAC meeting in November – 14th
 - Holidays – the library will not be closed on the Saturday after Thanksgiving; we will close early on both Christmas Eve and New Year's Eve.

6. Announcements

- a. Next regular meeting is Tuesday, November 12, 2019 at 6:00 pm in the Community Room of the Laurel Public Library.

Arthur motioned to adjourn the meeting at 7:29 pm, Bill seconded the motion; motion passed.

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.

MINUTES
CITY OF LAUREL
Library Board
11/12/2019 06:07 PM
Laurel Library

COMMITTEE MEMBERS PRESENT:

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

OTHERS PRESENT:

1. Public Input

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

- a. No one addressed the Board.

2. General Items

- a. Arthur motioned the Library Board minutes for October 2019 be accepted as presented, Bill seconded the motion; motion passed.
- b. The only correspondence received was the Federation and Library Aid Grant monies from the Montana State Library. These funds will be deposited in their respective accounts with the Clerk/Treasurer's office.
- c. Circulation Report -Traffic: up 15 %; circulation: all items circulated totaled 4,642 (including 557 eBooks), book circulation was up 7.3%, media circulation was up 12.4%, eBook checkouts for this month was 14.3% of total book circulation, we circulated 848 items to partners and 206 items from other libraries; computers: internet use up 31.7%, children's use was down 28.6%, wi-fi use was up 74%; patron cards: city registrations made up 58.6% of library users, county patrons 36.9% and non-resident registered patrons 4.5%. There were 46 tech assists in October.

3. New Business

- a. Mike has been looking at statistical reports for the library website during September and October. These numbers are giving us a good idea which phrases are getting the most hits and redirecting to our site for searches of laurel library,

Montana and laurel Montana library. Our best click-through rate is our web address using www.laurelpubliclibrary.org. Most of the searches are done by US residents with Australia and Japan as the next highest country searches. The most-used device for searches on our library were tablets with a click-through rate of 33.8%. Our statistical reports are now available through the

- b. We've been using library donation money to help supplement our expenses for October. There has been about \$2,000 used to date on books, newspaper subscription, t-shirts for library staff and volunteers. As the need arises more funds will be used within reason.
- c. The library IT will be moving away from the City at the end of November/beginning of December. When the City changed to the new IT, the expenses for the library increased over 70% per month since April. I've asked for the library to be removed from Systems Tech support. The library will be doing its own tech support for email, office software and firewall.

4. Old Business

- a. There were no questions about the invoices submitted for payment for October 2019.
- b. Personal time has finally been added to the timesheets for library staff. With these added hours, everyone will be encouraged to take a few hours here or there to use them before the end of June 2020.
- c. Foundation Business: t-shirts were purchased for library staff. The sizes ended up being larger than anticipated so a second print run would be ordered in smaller sizes. Extra t-shirts would be sold as a fundraiser. The amount in the Foundation account needs to be spent down to below \$10,000 so we don't have to pay taxes. The book sale netted \$1,166.87. Suggestions for spending some of these monies will be made to Clair for Foundation consideration.
- d. It is time for annual statistics for the library. The numbers are due to the State Library December 2, 2019. Nancy is planning on working on them the week of November 18th, 2020.

5. Other Items

- a. Upcoming Items:

Holidays – the library will not be closed on the Saturday after Thanksgiving; there are several patrons that like to come into the library on Saturday even if it is a holiday weekend. We will close early on both Christmas Eve and New Year's Eve.

6. Announcements

- a. Next regular meeting is Tuesday, December 10, 2019 at 6:00 pm in the Community Room of the Laurel Public Library.

Bill motioned to adjourn the meeting at 6:49 pm, Arthur seconded the motion; motion passed.

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.

Minutes
Public Works Committee
November 18, 2019 6:00 P.M.
Council Conference Room

Those present:

Kurt Markegard, Staff Advisor
Emelie Eaton, Committee Chair
Karl Dan Koch
Marvin Carter
Richard Herr
Heidi Sparks

The meeting started at 6:00. There was no public in attendance.

General items

1. Review and approve minutes of August 19, 2019 meeting. The minutes were reviewed. Heidi Sparks moved the minutes be approved as written. Karl Dan Koch seconded this motion. The motion passed.
2. Emergency Call Outs: There had been five since October 21. The first was on October 22 to turn water on at 608 Elm Street. Second a water meter and line had frozen on Atchison and crews were called out to turn the water off. On November 1 an Emergency locate was requested at the corner of East 12th Street and Colorado Avenue. A City employee was called out on Veteran's Day to sand the streets. On November 18th crews were dispatched to turn water back on at various locations.

New Business

3. Engineering Report from KLJ Engineering Consultants. Before this discussion the question was asked as to why there was no longer a report from Great West even though the committee chair has seen payments go to that company in Budget and Finance committee. It was stated that Great West was doing nothing. The question was repeated as to why payments were going out to them. It was stated that COP construction had finished work on the project this company had done work for. It was then asked what happened to the issue of the wetlands which needed to be monitored. It was stated that the representative from the Army Corp of Engineers who was overseeing this project had retired. At this time Richard Herr inquired about Jason Robertus who was a lease holder by the intake. Councilman Herr stated he had heard Mr. Robertus was not

getting paid. The response was that Councilman Herr would have to talk to the City Attorney to get an answer regarding that issue.

*WWTP Screw Press-this project is listed as closed out. It was explained that the Screw Press squeezes liquids from the sludge.

*WWTP Screw Pump A Replacement-an Emergency Request had been made for a new Screw Pump which had been running at 60% efficiency. It was stated that the Screw Pump had been installed and they were waiting for the Manufacturer. It was explained that the Screw Pump lifts material up.

*Sanitary Sewer H₂S Remediation-there is still an odor problem. It was stated that the City is now doing a Pilot Study which will cost \$3,600. The City is working with the contractor, Hawkins, who is putting in nutrients. The study will be re-evaluated and then the line will be flushed and cleaned.

*2018 Pavement Maintenance-this project is also listed as complete.

*East 6th Street Improvements-the punch list for this project has been completed. There will be a warranty inspection August 15, 2020.

*East Downtown Infrastructure Improvements-There was a Public Meeting held where 99 people who lived within the project area or within 300 feet of the project were invited. Four people attended: a representative from Town and Country; a representative from High Plains Brewery; a resident who lived within the impacted area and a resident who lived outside the impacted area. All who attended were in favor of the project. It was stated that the Design and Bidding phase of this project is scheduled for January 2020 which will give time for requests on specific entrance needs. Construction is expected to begin in May 2020.

*Pavement Management Plan-Pages 24 and 25 of the *City of Laurel Pavement Management Plan* books were referred to. In those chart pages all streets that were classified as "6's" were referred to. A Ranking of "6" means the streets only need to be chip sealed. A "5" ranking, as listed on page 25, means the street needs a complete overlay. The original plan was to attempt to repair all "6" classified streets in 2020. However, KLJ's charts show the cost for that project would be \$1.48 million dollars.

Additionally, KLJ's chart includes 12th Street which is an Urban Route. One of the reasons this *Pavement Management Plan* book is so important is because it makes the City of Laurel eligible for Urban Maintenance Funds. Urban Maintenance Funds will not be available until the spring of 2020. The City cannot apply until then. These funds are only available every two years. There is only \$1 million in the City budget for street improvements in 2020. It is hoped that the Council will agree to revising the suggestions on pages 24 and 25 to stay within the \$1 million budgeted and perhaps remove all 12th Street improvements and hope that enough Urban

Maintenance Funds can be received to make the repairs needed on 12th Street.

*2019 Pavement Maintenance-this project was completed in August.

*2019 Pavement Damage Repairs-this project, which included filling potholes and repairing frost heaves from the winter is completed.

*Riverside Park Campground- It was stated that KLJ would be at the November 26 Park Board meeting to discuss and help decide how and where the camping portion of Riverside Park would be developed. December 5th the Park Board would again meet to review the design. The City would then review the design on December 6th. A final design is expected January 12, 2020 and bid opening for construction is expected on February 28, 2020.

*Design Standards & Rules Update-it was stated this project is in draft outline form. The Public Works Director plans to bring the draft to the December 16 Public Works meeting.

*Data and Asset Management-Right now the City is relying on "As Builts" which are paper copies and are located in a variety of areas. It is hoped these can be scanned into one document.

*On-Call Professional Services- nothing to report.

*Laurel Planning Services- Nick Altonaga, the City Planner was working with KLJ and there would be no Public Works involvement until sewer issues were being discussed.

*Other Notes and Information-
Anticipated FY20 Projects

a. West Railroad Street Reconstruction-it was stated this project was going to come before the entire Council to discuss options. It was explained to the committee that last week the Public Works Director had received an updated broken down Task Order on the \$85,000 that KLJ had billed the City. This new Task Order shows what KLJ will be doing for the City and is a 10 item Task List that totals \$85,000. The City has to pay for items 1-9 to get to item 10 which will determine how much the City will have to pay KLJ to do the work to repair West Railroad Street. The City has \$4 million in Urban Funds. The state did not look at West Railroad when they submitted their estimate of \$9 million to repair West Railroad from 1st Avenue to South 8th Avenue. The estimate was just that – a blind estimate with no documentation or review to back it. The Public Works Director stated that actual costs could come in much higher or much lower. With KLJ doing the work we could make adjustments along the way. The state has no template for how cities can make repairs themselves, so whether Laurel could use the \$4 million in Urban Funds is still up in the air.

This ended the review of KLJ's Report.

4. Sewer Dump Station – a monthly breakdown of income from the Septic Dump Station was distributed in everyone's packets. This included a photo showing the screen that had been installed at the dump station. Total income for January through the end of September, 2019 showed \$19,634.01.
5. Street Maintenance Levy Discussion – the Public Works Director stated that the Mayor had informed him that the law states that by August of every year the Public Works Director has to provide a plan to the Council. The response the Public Works Director had was that, with the completion of the *City of Laurel Pavement Management Plan* that information could go to the Council at any time. There is a Task Order with KLJ to potentially chip seal all "6" classified streets (see page 2, "Pavement Maintenance Plan" above). However, that work would cost \$1.48 million and there is only \$1 million in the budget so the work order will have to be revised before the January/February bid letting. It was explained that \$82,000 had already been paid to KLJ to organize all the streets and come up with the list of "6" category streets. The Public Works Director stated that the Task Order will be on the December 3 workshop and at the December 16 Public Works meeting the committee will winnow down the streets within the "6" classification to comply with the \$1 million budget limit. Richard Herr inquired about building up the funds from year to year to do major renovations throughout the community. It was stated that the Council had to vote every year on the level of the Street Maintenance Levy and that a Council could vote to lower it, thus lowering the amount of expected funds. It was also stated that previous Mayors had instructed the Public Works Director to NOT raise taxes and this is why the amount of the assessment had not been adjusted in so long. However, this Mayor stated it was the Public Works Director's duty to determine if additional funds were necessary. The *City of Laurel Pavement Management Plan* now had become a crucial instrument in making these determinations.

Old Business. None

Other Items

Richard Herr stated that work on East Maryland included paving over to the Nutting Drain and that concrete blocks had been moved. The Public Works Director stated that the blocks would be returned.

Richard Herr inquired about the anticipated annexation and development of lands west of Yard Office Road. It was stated that the entities involved have not paid their pre-application fees.

Richard Herr inquired whether the land across from the Library was going to be annexed and developed. It was stated that nothing had been received by the City.

Richard Herr inquired about the Air National Guard and statements that they wanted to create a base at the Laurel Airport. It was stated that the Air National Guard was creating their new base next to Blaine Flying in Billings. Councilman Herr stated that he had been certain plans were being made for the base to go in Laurel. It was stated that one of the biggest downfalls was the lack of water at the Laurel Airport and that if Councilman Herr wanted to know more details he could inquire of the Airport Authority. Councilman Herr stated he didn't think the Airport Authority was still active after "Doc" Smith had retired. It was explained that the Airport Authority was a legally created entity and should still be active.

Richard Herr inquired about plans for the Rod and Gun Club to have land available to them in the County north of Laurel. It was stated that any plans of that nature would have to be worked out with the County Commissioners; no one thought there were definite plans and that if Councilman Herr wanted more information his best source would be Councilman Irv Wilke as he was an active member of that Club.

Richard Herr announced that the Emergency Rescue Team was at Riverside Park working to remove a log jam off the west side of the Railroad Bridge south of Laurel.

Karl Dan Koch inquired about the recycling bin that was designated for papers and was in the "notched out" area by the High School. He stated that it had been gone for a week and he knew for a fact that recycling centers were still paying for paper so he wanted to know what happened to the bin and why wasn't the City taking in papers. No one knew anything about the missing bin.

Karl Dan Koch stated that the just remodeled East 6th Street was now a street where the High School kids were speeding. It was suggested someone refer the matter to the Police Department.

Emelie Eaton stated the street light at the corner of South 4th Street and Durland Avenue was out. It was stated that the Public Works Director would report this but there was a link where anyone could report an outage. The link is on the NWE website.

The Public Works Director then showed a series of old pictures from the 1950's and 60's showing various Public Works issues and how they had been handled. Some included people swimming in the water reservoir north of town before it had a lid. It was stated that the City needed to start planning for a new reservoir because this one only has 5-7 years of life left.

6. Announcements

The next meeting will be on December 16th, 2019 at 6:00 p.m. in the Council Conference room.

The November 18, 2019 Public Works meeting was adjourned at 7:27 p.m.

Respectfully submitted,
Emelie Eaton
Public Works Chair

DRAFT

Emergency Call-outs for Public Works November 18th, 2019 PW meeting

10-22-19 Water Turn on 608 Elm

11-1-19 Water turn off Atchison

11-1- 19 E 12th Street and Colorado Emergency locate

11-11-19 Sand Streets

11-18-19 Water turn on's



City of Laurel Project Status Update
November 15, 2019



WWTP Screw Press (KLJ #1804-00120)

Project Manager: Travis Jones/Doug Whitney

Reason for Project: The City's WWTP does not currently have adequate sludge handling equipment, which has led to overfilling and backup of the drying beds, digesters, and various other WWTP components. Completion of this project will allow for improved operations and allow for maintenance of the digesters, which cannot be taken offline until this project is completed.

Project Scope: Design and construction of a new screw press to process WWTP sludge.

Milestones:

- Preconstruction meeting was held December 13, 2018
- Notice to Proceed will be January 7, 2019 (150-day contract)
- Start-up of the sludge press and cake pump June 13, 2019
- Substantial Completion – August 2, 2019
- Final Completion- September 9, 2019
- Project Closed Out

Current Status:

- Warranty Inspection NLT August 2, 2020

WWTP Screw Pump "A" Replacement (KLJ #1804-0347, Task 6)

Project Manager: Doug Whitney

Reason for Project: This key component of the WWTP has failed and needs to be replaced asap

Project Scope: Replace screw press "A".

Milestones:

- The City has order the Screw pump from the manufacture.
- Quotes have been received Star Service is low .
- Star Service has signed agreement
- Replacement installed 11 Nov 19

Current Status:

- Installing drive unit and groutin



City of Laurel Project Status Update **November 15, 2019**



Sanitary Sewer H₂S Remediation (KLJ #1804-00122)

Project Manager: Doug Whitney

Reason for Project: Buildup of H₂S within the WW collection system has led to deterioration of manholes and other system components.

Project Scope: Complete the design and construction administration for the proposed air injection/diffuser system to address H₂S build-up within the system.

Milestones:

- Sewer sampling plan submitted to the City
- Sewer samples collected on July 19, 2018
- Results of sewer sampling received on July 30, 2018
- Analyses of sampling and recommendations for a second round submitted on August 3, 2018
- Second round of samples collected on August 14, 2018
- Second round of sampling results received on August 27, 2018
- Results of second round of sewer sampling received on September 25, 2018
- H₂S monitoring: April 2-19, 2019 – Completed
- Pilot Bioaugmentation equipment has been installed.
- Dosage increase authorized on October 11, 2019

Current Status:

- H₂S levels are being monitored until 18 Nov 19

2018 Pavement Maintenance (KLJ #1804-00123)

Project Manager: Carl Jackson

Reason for Project: This continues the City's annual pavement maintenance. As a result of significant freeze-thaw during the 2017-18 winter, several City streets have significant pavement damage.

Project Scope: The 2018 scope is hot mix asphalt for repaving West 4th Street (6th Ave. - 8th Ave.) and pothole repairs on West Railroad Street.

Milestones: Warranty inspection was completed in October, no deficiencies were noted.

Current Status:

- **Project is closed**



City of Laurel Project Status Update
November 15, 2019



East 6th Street Improvements (KLJ #1804-00121)

Project Manager: Carl Jackson

Reason for Project: Street reconstruction between 1st Ave. and Wyoming Ave. to address failed pavement, saturated subgrade conditions and surface runoff improvements. UPDATE: the scope recently changed to include new water main from Pennsylvania to Wyoming.

Project Scope:

- Grading, paving, parking, and drainage enhancements (minor water main in Wyoming)
- Special Improvement District (sidewalks, driveways)
- Safety improvements
- Water main from Pennsylvania to Wyoming, including the Wyoming intersection valves.

Milestones:

- Bidding – April/May 2019
- SID creation – May/June 2019
- Construction – Substantial Completion walkthrough on August 15, 2019
- Substantial Completion for the Striping September 9, 2019
- DEQ Certification- September 16, 2019
- Punchlist Complete-

Current Status:

- Warranty Inspection NLT August 15, 2020



City of Laurel Project Status Update **November 15, 2019**



East Downtown Infrastructure Improvements (KLJ #1804-01309)

Project Manager: Matt Corcoran

Reason for Project: Reconstruction and rehabilitation of streets, utilities and various other infrastructure improvements including Washington Ave., Idaho Ave. and Ohio Ave. generally bound between E. Main Street and E. 1st Street, as well as E. 1st Street generally bound between Washington Ave. and Alder Ave.

Project Scope: Preliminary engineering, SID creation, design, bidding and construction.

Milestones:

- Survey & Geotechnical field work – complete
- SID creation – Summer/Fall 2019 (tentative)
- Design & Bidding – Full bid package ready in January 2020
- Construction – May 2020
- Delivering Local Assistance Grants Submitted- September 2019

Current Status: Design is in-process and KLJ is expediting plans and specifications to start the bidding/construction sequence in January 2020.

Pavement Management Plan Update (KLJ #1804-01970)

Project Manager: Bryan Vanderloos

Reason for Project: Develop an updated pavement management plan (PMP) including MDT and City streets within the Laurel corporate limits. This will be used for prioritizing the City's annual pavement maintenance projects, along with satisfying MDT's requirement that the City update its PMP on a regular basis to be eligible for certain future State funding.

Project Scope: Conduct a field inventory by assessing paved streets utilizing the Pavement Surface Evaluation and Rating (PASER) methodology. A rating of 1-10 will be given to each road segment based on distresses such as cracks, ruts, potholes, etc. Known roads that have failed pavement sections and are in disrepair will not be evaluated, and simply given a poor rating.

Milestones:

- Final edits are complete, and the final draft was given to Kurt and Matt.
- Comments have been received by City

Current Status: Need to make revisions per Kurt Markegard 14 Nov 2019



City of Laurel Project Status Update
November 15, 2019



2019 Pavement Maintenance (KLJ #1904-00230)

Project Manager: Bryan Vanderloos

Reason for Project: This continues the City's annual pavement maintenance.

Project Scope: This year's project entails crack seal, chip seal, pavement markings, and other miscellaneous items on the following streets: South Washington Avenue; 5th Avenue from West Main Street to West 2nd Street; Cottonwood Avenue from East Main Street to the Ditch Crossing; East 8th Street from 1st Avenue to Pennsylvania Avenue; and Pennsylvania Avenue from East 8th Street to East Maryland Lane.

Milestones:

- Bidding – complete
- Construction – April-June 2019
- Substantial Completion August 12, 2019
- Final Completion August 21, 2019

Current Status:

- Warranty Inspection NLT August 21, 2020

2019 Pavement Damage Repairs (KLJ # 1904-00962)

Project Manager: Matt Corcoran

Reason for Project: Repairing pot holes and other pavement damage caused by previous winter freeze/thaw

Project Scope: Work consists of pothole and pavement restoration work in various locations throughout town. Location will be flexible and determine in cooperation with Public Works staff. The contract bid documents will be written in such a way so that quantities can be increased or decreased depending on the City's budget.

Milestones:

- Design and Bid Document Preparation – Complete
- Bidding – Complete
- Pre-Construction Meeting– August 21st 2019
- Construction Notice to Proceed – August 26th (35 day contract)
- Change Order No. 1 – Executed
- Substantial Completion- August 12, 2019

Current Status: Project Complete



City of Laurel Project Status Update
November 15, 2019



Riverside Park Campground (KLJ # 1904-00634)

Project Manager: Matt Corcoran

Reason for Project: New campground in Riverside Park

Project Scope: Work consists of surveying and designing a new campground within Riverside Park.

Milestones:

- Design and Bid Document Preparation – ASAP
- Bidding – ASAP
- Construction – ASAP (goal is to be ready for next season)
- Council Approval

Current Status:

- KLJ completed the Survey 8 Nov 19
- Preparing topographic base map

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

Project Manager: Matt Smith

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.

Milestones:

- Draft outline 24 Oct 2019

Current Status:

- Review of draft sections of water and sewer 3 Dec 2019.



City of Laurel Project Status Update
November 15, 2019



Data and Asset Management (KLJ # 1804-00461)

Project Manager: Matt Smith

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

Milestones:

- City Approved Project October 8, 2019

Current Status:

- KLJ is progressing.

On-Call Professional Services (KLJ #1804-00347)

Project Manager: Matt Corcoran

Reason for Project: This contract would enable KLJ to provide consulting services that are not part of an approved task order. Generally, this would apply to situations where KLJ's fees are small enough that a separate task order is not necessary, or for time-sensitive matters.

Project Scope: Services may include engineering, surveying, planning or government relations.

Milestones: (as needed)

Current Status:



City of Laurel Project Status Update
November 15, 2019



Laurel Planning Services (KLJ #1804-00554)

Project Manager: Forrest Sanderson

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.

Milestones: (as needed)

Current Status:

Floodplain Management – Joint Application for improvements at Riverside Park will need to be completed and a Floodplain Development Permit issued.

Subdivision Review – KLJ Staff are available to assist as necessary.

Zoning – KLJ Staff are available to assist as necessary.

Riverside Park Campground (KLJ#1904-00634) – The project will be transferred to Matt Corcoran for design and management where Forrest has a regulatory role as City Floodplain Administrator. Forrest will remain as project liaison between City and Project Manager.

Growth Policy Update – This project has just begun with coordination between the Laurel City Planner and KLJ.



City of Laurel Project Status Update
November 15, 2019



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 FY20 Projects

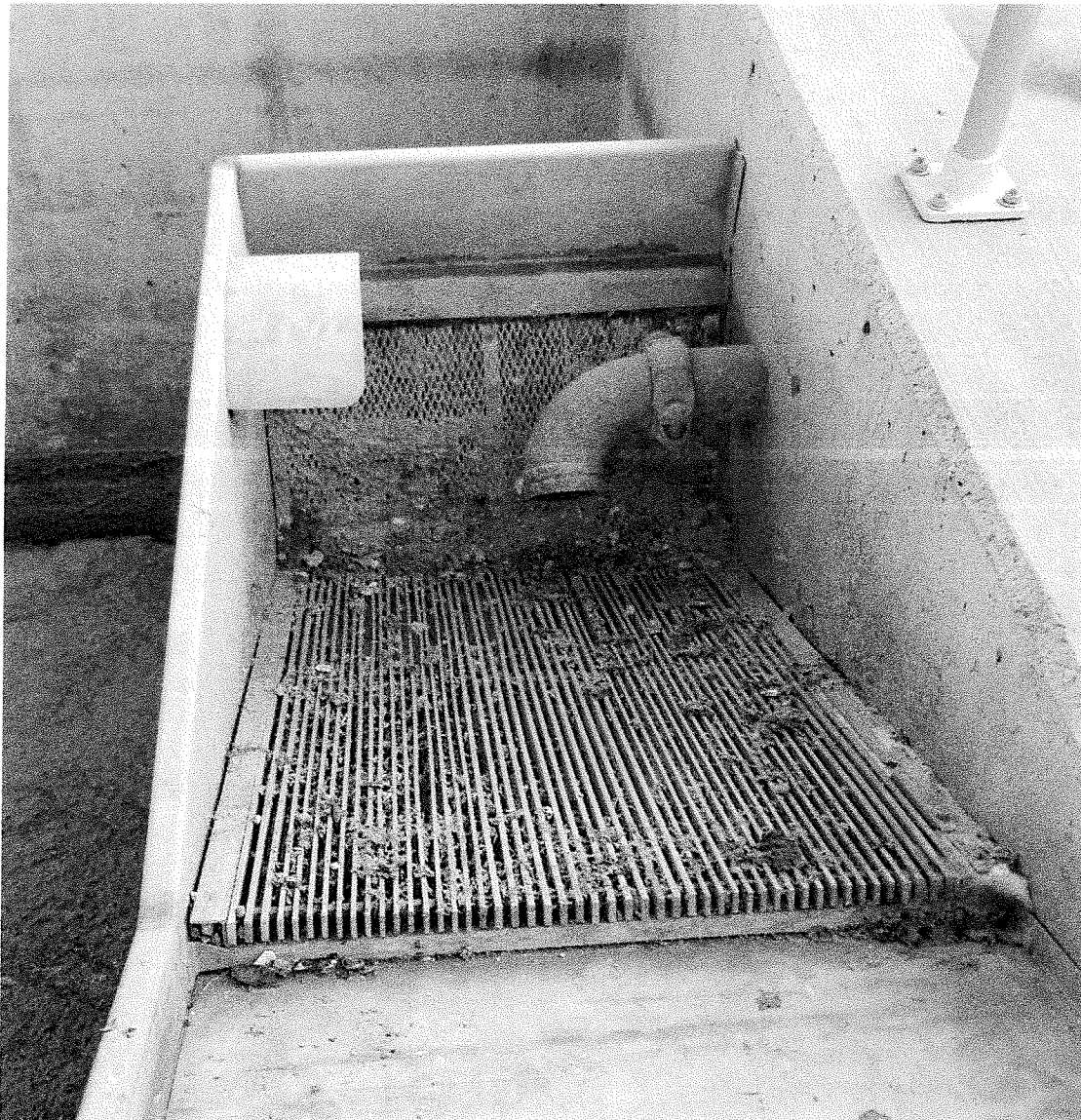
1. West Railroad Street Reconstruction- Proposal submitted
2. Water Storage Tank Recoat
3. 2020 Pavement Maintenance- Proposal submitted
4. Water System Planning
 - a. Master Plan Update (potentially update PER concurrently)
 - b. Booster station rehabilitation or replacement (task order forthcoming)
 - c. Water storage tank
5. Capital Improvement Plan (CIP) assistance – pending further direction from the City.

Other Potential Future Projects

1. WWTP Archimedes Screw Rehabilitation
2. Examining engineer review of 3rd Party submittals to City
3. Lion's park grant application assistance
4. On-call government relations
5. West side groundwater remediation
6. West Side TIFF
7. School Lot

Septic Dump Station for 2019

January	802.24
February	658.36
March	2134.52
April	1865.93
May	1164.28
June	2754.2
July	3122.08
August	3407.64
September	3724.76
October	
November	
December	
total	19634.01



MINUTES
CITY OF LAUREL
Tree Board

11/21/2019 09:30 AM
Public Works Conference Room

A Tree Board was held in the Public Works Conference Room and called to order by LuAnne Engh at 09:30 AM on 09/12/2019.

COMMITTEE MEMBERS PRESENT:

- | | |
|---|--|
| <input checked="" type="checkbox"/> LuAnne Engh, Chairman | <input type="checkbox"/> Richard Herr |
| <input checked="" type="checkbox"/> Aaron Christiansen, Vice-Chairman | <input checked="" type="checkbox"/> Matt Wheeler |
| <input checked="" type="checkbox"/> Walter Widdis, Secretary | <input type="checkbox"/> Kurt Markegard |
| <input checked="" type="checkbox"/> Dale Ahrens | <input type="checkbox"/> Phyllis Bromgard |

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. Public Input
 - a. None
2. General Items
 - a. Oct 2019 minutes approved
 - b. Dale Ahrens - he hasn't reapplied for his board position
 - c. Arbor Day will be May 5, 2020.

- d. Currently we have a balance of \$1500 in our account with the city and \$250 in the school account. We should buy two canopies or one good one with the money. LuAnne did purchase one last year.
- e. Artwork and Theme. Since the LHS students didn't respond to the challenge, we asked the New Life School and have 10 samples to consider.
- f. Aaron & Fran to decide on trees for next year and their placement
- g. Aaron will contact the other greenhouses for tree donations. Aaron will design a donation letter for 2020
- h. LuAnne will contact the vendors by the next meeting,

3. New Business

- a. Downtown tree district - LURA grant - We will leave this on the agenda but not sure what should happen next.
- b. Thomson Park Blvd. - 13 dead Elm trees are going to be removed by Patrick Riedl for \$3900. Aaron suggested only 7 trees to replace the dead ones with Honey Locust or Linden.
- c. Dead and broken trees are a problem. Karen sends letters to those that need to take care of their boulevard trees. It was suggested to add the names of the properly licensed tree companies but the city says they won't do that as it shows an endorsement.

4. Old Business

- a. Replacing 5 dead ash trees at South Pond - with Hackberry, elm, maple or linden and one juniper.
- b. Lions -Phyllis has gathered many pledges for the dock/paving project so that the Lions International will match funds. CHS has promised 20K for the next two years. The money from the state is 62K.

5. Other Items

- a. Code enforcement - Karen Courtney - The codes for Boulevards is being rewritten.
- b. All members should keep track of their hours. Volunteer hours equal \$23 and that is used to show money spent on trees to qualify for Tree USA. Hours are collected at the end of the year.

6. Announcements

- a. Next meeting Dec. 19th @9:30

The Tree Board adjourned at 10:00 AM.

Respectfully submitted,

LuAnne Engh
Committee Chairman

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

MINUTES
CITY OF LAUREL
Tree Board

10/17/2019 09:30 AM
Public Works Conference Room

A Tree Board was held in the Public Works Conference Room and called to order by LuAnne Engh at 09:30 AM on 09/12/2019.

COMMITTEE MEMBERS PRESENT:

- | | |
|---|--|
| <input checked="" type="checkbox"/> LuAnne Engh, Chairman | <input type="checkbox"/> Richard Herr |
| <input checked="" type="checkbox"/> Aaron Christiansen, Vice-Chairman | <input type="checkbox"/> Matt Wheeler |
| <input checked="" type="checkbox"/> Walter Widdis, Secretary | <input type="checkbox"/> Kurt Markegard |
| <input type="checkbox"/> Dale Ahrens | <input checked="" type="checkbox"/> Phyllis Bromgard |

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. Public Input
 - a. None
2. General Items
 - a. Sept 2019 minutes approved
 - b. Dale Ahrens - reappointment hasn't happened yet.
 - c. Arbor Day will be May 5, 2020.

- d. Currently we have a balance of \$1500 in our account with the city and \$250 in the school account. We should buy two canopies or one good one with the money. LuAnne did purchase one last year.
- e. Artwork and Theme. Since the LHS students didn't respond to the challenge, we asked the New Life School and have 10 samples to consider.
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LuAnne Engh
Committee Chairman

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MINUTES
CITY OF LAUREL
CEMETERY COMMISSION

JULY 09,2019

PRESENT; RICHARD KLOSE CHAIRMAN, KENNY OLSON , RICHARD HERR, DAVID GAUSLOW, WALLACE HALL, MAYOR TOM NELSON

MINUTESOF LAST MEETING: MOTION BY WALLACE HALL 2ND BY DAVID GAUSLOW....PASTED

OLD BUSINESS:

- A. SECTION MARKERS: TO USE LARGE ROCKS WITH LETTERING TO MARK EACH SECTION
- B. FLOWER CUPS: CITY CEMETERY WORKERS REPLACE BROKEN ONES AS NEEDED

NEW BUSINESS:

- A. KIOSK TO GRT BIDS ON A NEW KIOSK ,TRY AND HAVE BIDS BY THE NEXT MEETING

MOTION TO ADJOURN: BY DAVID GAUSLOW 2ND BY RICHARD HERR....PASTED

Item Attachment Documents:

7. Reappointment of Mike Kirshenmann to the Police Commission for a 3-year term ending 12/31/2022.



CITY OF LAUREL

BOARDS, COMMISSIONS, AND COMMITTEES

REAPPOINTMENT FORM

Date: 11-30-19

Name of Member: MIKE KIRSCHENMANN

I presently serve on the Police Commission and wish
(Board/Commission/Committee)
to be considered for reappointment to another term.

Signature: [Handwritten Signature]

Date: 11-30-19

Please submit this form to: Administrative Assistant
City of Laurel
P.O. Box 10
Laurel, MT 59044

Item Attachment Documents:

8. Resolution No. R19-88: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Services Relating To The City Of Laurel's 2020 Pavement Maintenance Project.

RESOLUTION NO. R19-88

A RESOLUTION APPROVING A TASK ORDER AUTHORIZING KADRMAS, LEE & JACKSON, INC. FOR SERVICES RELATING TO THE CITY OF LAUREL'S 2020 PAVEMENT MAINTENANCE PROJECT.

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

WHEREAS, the City of Laurel requires engineering services for the City of Laurel's 2020 Pavement Maintenance Project as described in the attached Task Order with is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached Task Order and the services rendered shall not exceed \$82,000 without further authorization and written approval by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Task Order authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor is hereby authorized to execute the attached Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on December 23, 2019, by Council Member

PASSED and APPROVED by the City Council of the City of Laurel this 23rd day of December 2019.

APPROVED by the Mayor this 23rd day of December 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Task Order: Laurel 2020 Pavement Maintenance

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: December 23, 2019
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project (title):** **Laurel 2020 Pavement Maintenance**
- E. Specific Project (description): Miscellaneous annual pavement maintenance design, bidding and construction in locations throughout the City of Laurel. Crack Seal and Chip Seal areas identified with a PASER rating of 6 in the 2019 City of Laurel Pavement Management Plan

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

Although Engineer will not provide the services of a full-time RPR, it is anticipated that Engineer will visit the Site periodically throughout construction in accordance with Paragraph A1.04.A.9.
- 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 as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

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

5. Task Order Schedule

- A. Construction is anticipated during the April-July 2020 timeframe. Engineer will begin immediately, with the objective to advertise for bids in January 2020.

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
Basic Services*	\$82,000**	Hourly Rates
Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

*Based on an anticipated 4-week continuous construction period.

**Will not be exceeded without Owner’s written approval.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

- A. Exhibit A – Engineer’s Services for Task Order (12 pages)
- B. KLJ Estimated Standard Hourly Billing Rates Effective October 1, 2019

10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition

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 December 23, 2019

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard

Name: Matt Smith

Title: Director of Public Works

Title: Project Manager

Address: PO Box 10
Laurel, MT 59044

Address: PO Box 80303
Billings, MT 59108

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

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

Phone: 406-628-4796

Phone: 406-247-2905

Engineer's Services for Task Order: Laurel 2020 Pavement Maintenance

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services—Not Included

A1.02 Design Phase

A. Project Management—tasks below apply to the entire Task Order.

1. Organize and facilitate kick-off meetings (one each) with Owner and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing bi-weekly status updates to Owner, and provide oversight of the day-to-day Project activities.
3. Visit the Site(s) and attend meetings as needed to coordinate with Owner or other stakeholders.
4. Prior to beginning design phase services, verify the type, locations and extents of 2019 Pavement Maintenance projects with Owner. Conduct a walkthrough to determine the areas where a chip seal is inappropriate. Pavement maintenance is anticipated to include crack seals and chip seals of various streets throughout Laurel.
5. Provide an initial opinion of probable Construction Cost to assist Owner with determining the scope and extent of 2020 Pavement Maintenance projects. Engineer will not proceed with Design Phase without Owner's acceptance of opinion of probable Construction Cost.
6. Engineer's fee is based on completing the Preliminary and Final Design Phase services described below one time; multiple iterations will be provided as Additional Services.

B. After verifying the locations and extents of 2020 Pavement Maintenance projects with Owner, as Basic Services, Engineer shall:

1. Provide necessary field surveys and topographic and utility mapping—Not Included
2. Prepare Design Phase documents consisting of final design criteria, drawings, specifications, and written descriptions of the Specific Project. The extent of Engineer's design tasks that will be reflected in Drawings and Specifications, will include the following components:

- a. Plan Drawings – Provide plan-view construction drawings necessary to depict the location and type of pavement maintenance to be completed by Contractor.
 - b. Detail Drawings – Provide detail drawings of supplemental design information required for construction.
 - c. Traffic Control – not included but will be required of Contractor in specifications.
 - d. The project will be confined to existing street sections (curb to curb). The scope of work does not include design of repairing or replacing adjacent private property features. If required, Engineer would provide related work as Additional Services upon Owner's authorization.
3. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 4. Furnish two (2) review copies of the Design Phase documents, and any other deliverables to Owner, and review them with Owner.
 - ~~5. After receiving Owner's written review comments, if any, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
 6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
- C. Engineer's services under the Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.03 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Consult with Owner as to the qualifications of prospective contractors.
4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
6. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be provided subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.04 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (the Edition of which is to coincide with the current Montana Public Works Standard Specifications in effect at the time of a specific Task Order), prepared by the Engineers Joint Contract Documents Committee, or other construction general

conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* (Not included)
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory, if required.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* ~~As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. (Construction staking not included.)~~
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Engineer's fee is based on full-time site observation during chip sealing operations, and up to three (3) additional site visits during the Project. Such visits and observations by Engineer, ~~and the Resident Project~~

~~Representative, if any,~~ are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

- c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- 20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- 21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens,

claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.04. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.04) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.02, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.05 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.06 *Commissioning Phase—Not Included*

A1.07 *Other Services—Not Included*

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
 - 1. This Task Order contains specific information regarding tasks, number of iterations, and deliverables to be provided by Engineer. In addition to those specifically identified herein, the following list, which is not intended to be exclusive, summarizes other exclusions.
 - a. Permitting
 - b. Surveying: Boundary surveys or establishing survey monuments, including right-of-way and parcel ownership research and mapping; design surveys; construction staking
 - c. Traffic analyses
 - d. Public or private utility analyses, modeling or design
 - e. Hydrologic and Hydraulic analyses required for detailed analysis of inlet capacity, evaluating potential overflow routes or flooding, or other tasks required to determine storm drain sizes
 - f. Structural design
 - g. Landscape or irrigation design
 - h. Right-of-way or permanent easement acquisition services
 - i. 3-D or artistic renderings

2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order, requested by Owner, or are due to any other causes beyond Engineer's control.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
8. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

12. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 13. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 - ~~14. Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
 15. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 16. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

5. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
6. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



REVISION

NO. DATE

DRAFTED
BEV
REVIEWED
CCJ
PROJECT NUMBER
1904-01874
ISSUE DATE
10/2019

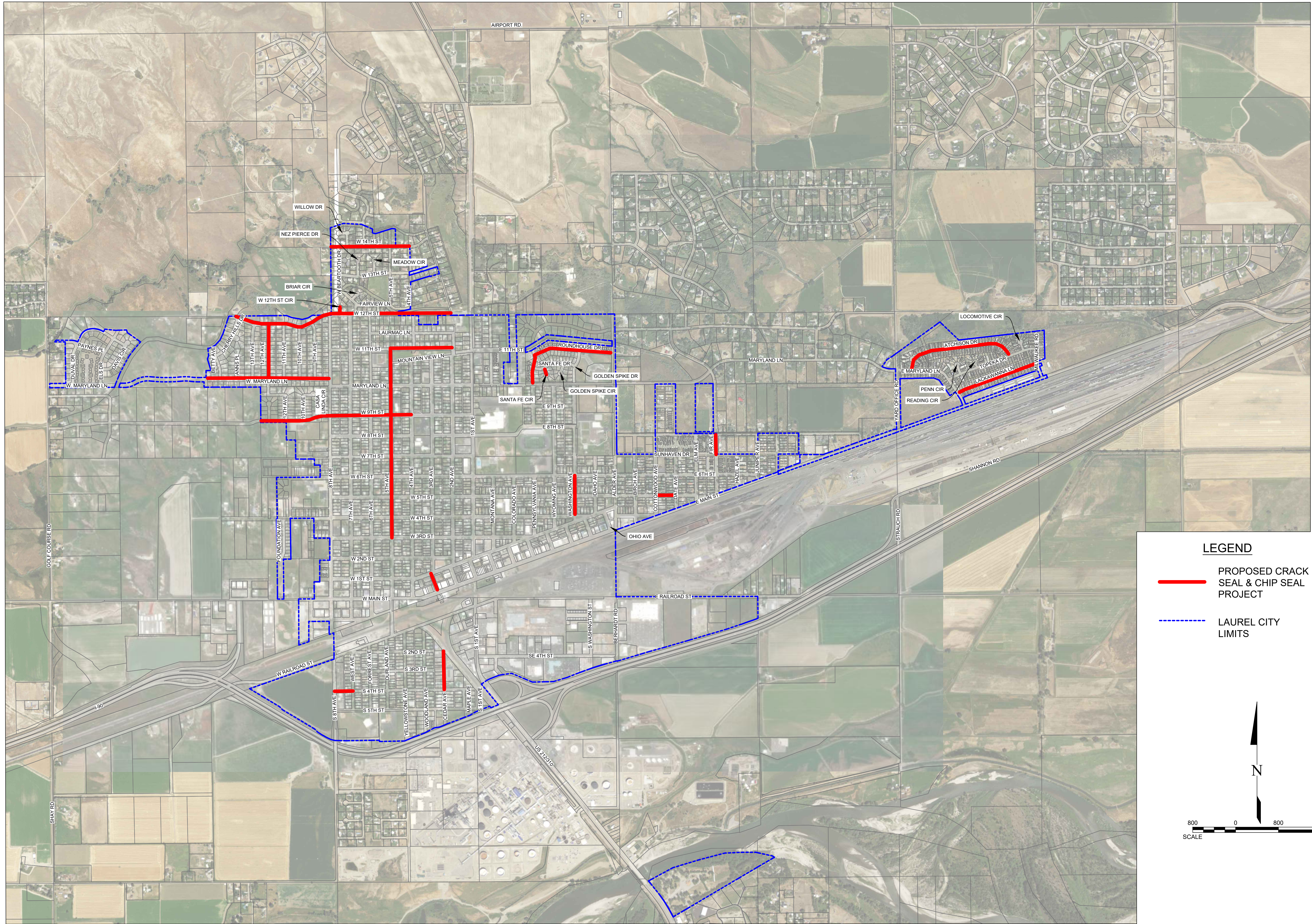
2020 PAVEMENT MAINTENANCE PLAN

CITY OF LAUREL
LAUREL, MT

SCOPE OF WORK

SHEET
1

© KLJ 2019



Item Attachment Documents:

9. Resolution No. R19-89: A Resolution Approving Amendment No. 2 To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project

RESOLUTION NO. R19-89

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO THE CITY'S
EAST DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PROJECT.**

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

WHEREAS, the City of Laurel previously approved an Amendment authorizing KLJ to provide services for the East Downtown Infrastructure Improvements Project; and

WHEREAS, additional services are required as detailed in the attached Amendment No. 2 for the Downtown Infrastructure Improvements which is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached document and City Staff is recommending approval of the attached Amendment No. 2 to Task Order: East Downtown Infrastructure Improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment No. 2 to Task Order: East Downtown Infrastructure Improvements is hereby approved and the Mayor is hereby authorized to execute the same on the City's behalf.

Introduced at a regular meeting of the City Council on December 23, 2019, by Council Member

_____.

PASSED and APPROVED by the City Council of the City of Laurel this 23rd day of December 2019.

APPROVED by the Mayor this 23rd day of December 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



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

December 9, 2019

Kurt Markegard
Public Works Director
City of Laurel
Via E-mail: kmarkegard@laurel.mt.gov

Re: East Downtown Infrastructure Improvements

Dear Kurt:

Enclosed is Amendment #2 to East Downtown Infrastructure Improvements Task Order for review and approval. This Amendment adds KLJ's services for bidding, construction administration, on-site resident project representative, construction staking, geotechnical QA testing and project closeout for Phase II construction. Phase I was previously approved but the Phase II areas were excluded. Phase II areas will be bid and constructed with the Phase I Improvements. In addition, this amendment adds two intersections to the scope of work.

As a reminder, the master services agreement that was executed on December 5, 2017 applies to all task orders, unless indicated otherwise in each specific task order. In this case, we reference Exhibit D in the Amendment because the language in the Agreement is applicable to our scope of services. Please let me know if you would like additional copies of the Agreement for reference.

Thank you for this opportunity.

Sincerely,

KLJ

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

Matthew S. Smith, P.E.
Project Manager

Enclosure(s): Amendment 1 to Task Order
Attachment 1 to Amendment 1
Project #: 1804-01309
cc: file

Amendment No. 2 To Task Order: East Downtown Infrastructure Improvements

1. Background Data:

- A. Effective Date of Task Order: November 6, 2018
- B. Owner: City of Laurel, Montana
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba “KLJ”)
- D. **Specific Project:** **East Downtown Infrastructure Improvements**

2. Description of Modifications

- A. The Scope of Services to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
 - 1. The scope of Bidding or Negotiating, Construction and Post-Construction Phase Services is modified to include the Phase 2 project area, as defined by Amendment No. 1. The overall project area will be bid and constructed as one combined project. Attachment 1 to Amendment No. 2 depicts the two project areas as defined Amendment No. 1 to the original Task Order.
 - 2. The overall project scope is modified to include realignment and improvements of the intersections of Ohio Ave. and Alder Ave. with Main Street, as directed by the City, to provide improved, ADA compliant pedestrian travel along the Main Street corridor. These proposed improvements are depicted on Attachment 2 to Amendment No. 2.
 - 3. The overall project scope is modified to include storm system extension and improvements along Alder Ave., between the intersections of Main St. and First St. to collect and convey uncaptured surface drainage to the existing storm main in Main St.
 - 4. Addition of Services to include subcontracting of sub-surface explorations using pot-holing methods to determine the depth of existing gas mains and services located within the project area.
 - 5. Addition of Services to prepare and submit project funding assistance application to Montana Department of Commerce for Delivering Local Assistance (DLA) grant funds of \$750,000.
 - 6. The following breakdown is the basis for Engineer’s compensation to complete construction services describe above. Additional Services required by Engineer in excess of the below parameters will be provided in accordance with Part 2 of the original Task Order.

- i. 150 calendar day construction contract for Substantial Completion for RPR and Construction Contract Administration
- ii. 12 survey crew mobilizations
- iii. 60 trips to Site for quality assurance testing

B. The responsibilities of Owner with respect to the Task Order are modified as follows:

- 1. Direct removal and/or relocation of private utility facilities, as deemed necessary, to allow construction of the proposed Project improvements without delays to the Construction Contract Time.

C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Addition of Project Areas to Scope – Ohio/Alder Ave. intersections and Alder Storm Extension): Final Design Services (A1.04)	\$15,250.00	Lump Sum
2. Basic Services (Phase 2 and addition of Project Areas to Scope – Ohio/Alder Ave. intersections and Alder Storm Extensions): Bidding/Negotiating, Construction, and Post-Construction Services (A1.05 – A1.07)	\$135,210.00	Direct Labor
3. Additional Services: Montana Department of Commerce DLA Grant Application	\$4,968.00	Direct Labor
4. Additional Services: Subcontracted sub-surface explorations via pot-holing	\$12,000	Reimbursable Expense Estimate
TOTAL COMPENSATION – AMENDMENT NO. 2	\$167,428.00	
4. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

D. The schedule for rendering services under this Task Order is modified as follows:

Engineer's services and compensation included in this Amendment are based on the premise that design and construction of the overall project area will be completed in 2020 without a winter shutdown.

E. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

1. Project area is modified to include intersection improvements described in Part 2.A.2. above as depicted in the attached "Attachment 2 to Amendment No. 2."
2. Anticipated RPR hours stated in Part A1.06.A.3 of Exhibit A to Amendment No. 1 are increased to an estimated 1,080 hours to provide necessary construction observation through substantial completion, not to exceed 150 calendar days for Contract Time to achieve.

3. Task Order Summary (Reference only)

A. Original Task Order amount:	\$ 77,000.00
B. Net change for prior amendments:	\$ 490,220.00
C. This Amendment amount:	\$ 167,428.00
D. Adjusted Task Order amount:	\$ 734,648.00

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 of the Agreement.

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 December 17, 2019

OWNER: City of Laurel, Montana

ENGINEER: Kadrmass, Lee & Jackson, Inc.

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

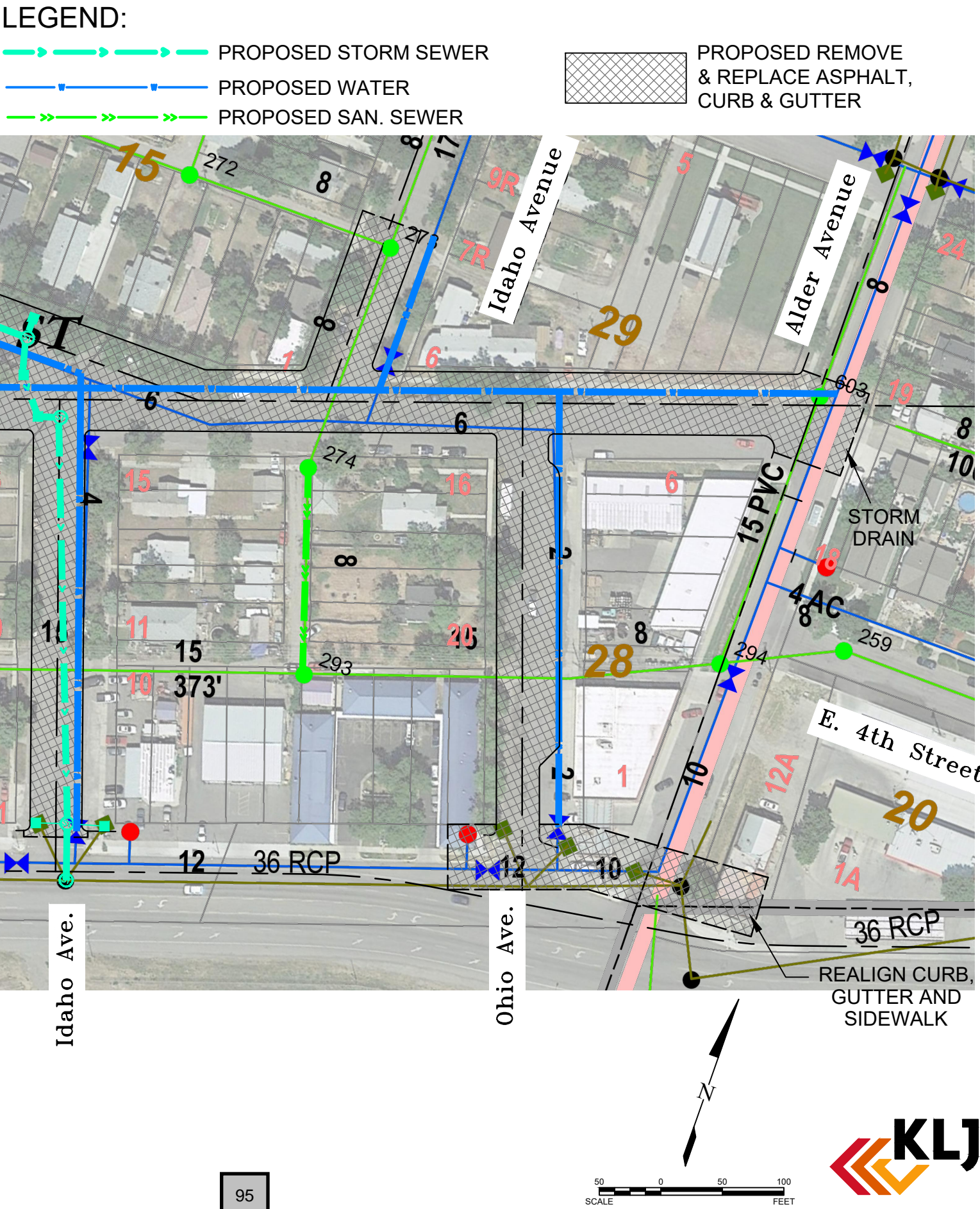
Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

Attachment 1 to Amendment No. 2
East Downtown Infrastructure Improvements
City of Laurel, MT 05/22/2019



Item Attachment Documents:

10. Resolution No. R19-90: Resolution Authorizing The Mayor To Execute An Agreement With Beartooth RC&D Economic Development District.

RESOLUTION NO. R19-90

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH BEARTOOTH RC&D ECONOMIC DEVELOPMENT DISTRICT.**

WHEREAS, the City of Laurel desires to retain the services of Beartooth RC&&D Economic Development District for services relating to a regional economic development planning program; and

WHEREAS, Beartooth RC&D Economic Development District provided such services for the City of Laurel in the past and desires to continue the provision of such services for the City in accordance with the terms and conditions of the attached Memorandum of Understanding, including a membership contribution of \$2,095.56; and

WHEREAS, the City of Laurel is satisfied with the services provided to date and desires a continuation of its relationship with Beartooth RC&D Economic Development District.

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

That the Mayor is authorized to execute the attached Memorandum of Understanding with Beartooth RC&D Economic Development District.

Introduced at a regular meeting of the City Council on December 23, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 23rd day of December 2019.

APPROVED by the Mayor this 23rd day of December 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



2019 Laurel Projects

- Revolving Loan Fund
 - One new and two existing loan clients
- Yellowstone Valley Food Hub
 - Growth through Ag grant to fund marketing and possibly equipment for food hub launch
- Yellowstone County Sports Facilities Feasibility Study
 - LARC planning
- Exploring options for infrastructure expansion at new interchange
 - Researching Scope of Work and/or Job Description for Community Development staff
- LURA
 - Joint meetings with Big Sky EDA to assist City
- Laurel Chamber of Commerce
 - Attended SBDC class
 - Pryor Mountain Wind Farm outreach
- Exchange Club
 - Assisted in raising \$10,000 for Firefighters Memorial
 - Healing Fields

Calculation of 2020 EDA dues:

	Est Census (as of 07/2018)	Per Capita Per Capita	Base Base Fee	Total Assessment	Share % of County Assessment
County	(Population x .19)				
Big Horn	13,338	\$2,534.22	\$2,250.00	\$4,784.22	
Big Horn County	1/3	\$844.74	\$750.00		\$1,594.74
City of Hardin	1/3	\$844.74	\$750.00		\$1,594.74
Two Rivers Authority	1/3	\$844.74	\$750.00		\$1,594.74
Carbon	10,714	\$2,035.66	\$2,250.00	\$4,285.66	\$4,285.66
Stillwater	9,534	\$1,811.46	\$2,250.00	\$4,061.46	\$4,061.46
Sweet Grass	3,710	\$704.90	\$2,250.00	\$2,954.90	\$2,954.90
Yellowstone	160,137	\$30,426.03	\$4,500.00	\$34,926.03	
Big Sky EDA	34.00%	\$ 10,344.85	\$1,530.00		\$11,874.85
City of Billings	36.00%	\$ 10,953.37	\$1,620.00		\$12,573.37
City of Laurel	6.00%	\$ 1,825.56	\$270.00		\$2,095.56
Yellowstone County	24.00%	\$ 7,302.25	\$1,080.00		\$8,382.25
Total				\$51,012.27	\$51,012.27



Getting the Job Done

We work with you to develop projects and move the regional economy forward. This happens as a result of local engagement and regional collaboration with knowledge of and access to local, state and federal programs designed to assist the people we serve. We have a proven track record of project development and strive to ensure positive results.

We work in partnership with our regional stakeholders to develop and support projects in your area.

How can we help you in 2020 and beyond?

- Plan review and implementation
- CEDS project goals
- Letters of Support
- Project identification and development
- Partner for training opportunities identified through industry requests and trends

www.Beartooth.org

406-962-3914

Beartooth RC&D Staff:

Joel Bertolino, Executive Director
Food & Ag Center Director
jbortolino@beartooth.org

Jillann Knutson, Finance Director
jknutson@beartooth.org

Steve Simonson, Economic Development Director
ssimonson@beartooth.org

Economic Development Program

Beartooth RC&D (Resource Conservation and Development) serves the cities, towns and counties of Big Horn, Carbon, Stillwater, Sweet Grass and Yellowstone as a state-designated Certified Regional Development Corporation (CRDC) and as a federally designated Economic Development District (EDD). We work closely with local economic development authorities and organizations in order to leverage the best possible options for communities, non-profits and private businesses in the region.

Food and Ag Program

Beartooth is home to one of six Food & Ag Development Centers located across the state. The Centers help Montanans innovate and grow businesses that produce and commercialize food, agricultural and renewable energy products and processes – creating wealth and jobs in our communities and on our farms and ranches. The centers support economic development by ensuring that more of the state's food, agricultural and energy dollars circulate in Montana. The program provides training, technical assistance, and access to funding through grants and loans.

Revolving Loan Fund Program

The purpose of the Revolving Loan Fund is to encourage and accelerate economic development activities in the region. The role of the RFL is to provide gap financing to businesses who would find it difficult to meet conventional underwriting standards. The RLF is not an alternative to private lenders or equity capital as most loans are a combination of all three. The RLF can provide financing for business equipment or improvements, land and buildings. Rates are competitive to bank terms/rates.

A
MEMORANDUM OF UNDERSTANDING
Between
Yellowstone County Commissioners, Big Sky Economic Development Authority,
City of Billings, City of Laurel
And
Beartooth Resource Conservation & Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 201__, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity**”.

WHEREAS, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five county region. The Director’s time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials and local economic development partners from our five county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

Annual Evaluation:

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2020**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the \$70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$34,926.03**. This figure is a total of the **\$4,500.00** county fee plus **\$30,426.03** per capita formula using a population of **160,137** as per the 2018 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$11,874.85**, City of Billings- 36% or **\$12,573.37**, City of Laurel- 6% or **\$2,095.56** and Yellowstone County- 24% or **\$8,382.25**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2020, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The Entity or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D, directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D endeavors.

ARTICLE 6: WARRANTY:

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:

The Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Entity and obtained or developed by the Beartooth RC&D in connection with the work under this memorandum of understanding. The Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

ARTICLE 9: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

ARTICLE 10: COMPLIANCE WITH LAWS:

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 11: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, the District will be informed of this change at the Entity's earliest convenience.

ARTICLE 12: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 13: INDEMNIFICATION:

The Beartooth RC&D agrees to and does hereby indemnify and save the Entity, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of the Beartooth RC&D and;
3. Any fines, penalties, or other amounts assessed against the Entity by reason of the Beartooth RC&D failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D performance of the services. However, this indemnity shall not extend to claims

and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

ARTICLE 14: INSURANCE:

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the Entity for such costs which the Entity may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

ARTICLE 15: NONDISCRIMINATION:

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARITCLE 16: INDEPENDENT CONTRATOR:

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity's employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 17: ASSIGNMENT:

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

ARTICLE 18: NON-WAIVER:

Waiver by the City of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

ARTICLE 19: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

ENTITY: City of Laurel
P.O. Box 10
Laurel, MT 59044

RC&D: Beartooth RC&D
P.O. Box 180
Joliet, MT 59041

ARTICLE 20: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF LAUREL

BEARTOOTH RC&D/EDD

Tom Nelson
Mayor

Ryan VanBallegooyen
Chairman

ATTEST: _____

Date: _____