

AGENDA CITY OF LAUREL CITY COUNCIL WORKSHOP TUESDAY, DECEMBER 05, 2023 6:30 PM COUNCIL CHAMBERS

Public Input: Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.

General Items

- 1. Appointment to the Cemetery Commission for the Remainder of a Two-Year Term Ending June 30, 2025.
- 2. Appointment to the Laurel Urban Renewal Agency Advisory for a Four-Year Term Ending December 31, 2027.
- 3. Appointment of Nathan LaFrombois to the Laurel Police Department.
- 4. Motion to allow Council Member Sparks to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)

Executive Review

- 5. Resolution Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Beartooth Resource Conservation & Development Area, Inc.
- 6. Resolution A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The City Of Laurel Grant Support Services By And Between The City Of Laurel And Klj Engineering, Inc. Related To A Proposed New Water Tank
- 7. Ordinance No. O23-05: An Ordinance Amending Title 12, Chapter 12.32.050 Of The Laurel Municipal Code Related To The City Tree Board.

Council Issues

8. Concrete Games Discussion

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

File Attachments for Item:

1. Appointment to the Cemetery Commission for the Remainder of a Two-Year Term Ending June 30, 2025.

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File Attachments for Item:

2. Appointment to the Laurel Urban Renewal Agency - Advisory for a Four-Year Term Ending December 31, 2027.

Mardie Spalinger

1075 West 14th St. Laurel, MT 59044

November 4, 2023

Mayor Dave Waggoner City of Laurel P.O. Box 10 Laurel, MT 59044

Dear Dave,

Please accept this letter of interest to continue serving on the Laurel Urban Renewal Agency-Advisory board effective December 31, 2023.

Sincerely yours,

Music Applications

Sincerely yours,

Mardie Spalinger

File Attachments for Item:

5. Resolution - Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Beartooth Resource Conservation & Development Area, Inc.

RESOLUTION NO. R23-____

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND BEARTOOTH RESOURCE CONSERVATION & DEVELOPMENT AREA, INC.

WHEREAS, the Beartooth Resource Conservation & Development Area, Inc. (hereinafter "the Beartooth RC&D") has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (hereinafter "EDA") as a designated Economic Development District (hereinafter "EDD"), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (hereinafter "CEDS"); and

WHEREAS, the City of Laurel, as a participating entity in the District, is required to execute a Memorandum of Understanding by and between the Beartooth RC&D and the Yellowstone County Commissioners, in cooperation with the City of Billings, the City of Laurel, and Big Sky EDA.

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

Section 1: <u>Approval</u>. The MOU by and between the City of Laurel and Beartooth Resource Conservation, a copy attached hereto and incorporated herein, is hereby approved.

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

 Introduced at a regular meeting of the City Council on the day of, 2023 by Council Member
 PASSED and APPROVED by the City Council of the City of Laurel, Montana on the day of, 2023.
APPROVED by the Mayor on the day of, 2023.
CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:
Kelly Strecker, Clerk-Treasurer
A DDD OVED A G TO FORM
APPROVED AS TO FORM:
Michele I Braukmann Civil City Attorney

Beartooth Resource Conservation & Development 2023 Annual Impact Statement



Beartooth RC&D collaborates with more than 50 federal, state and local agencies and organizations. As an Economic Development District, a Certified Regional Development Corporation, a Food and Ag Development Center, and a Revolving Loan Fund (RLF), our local and regional impacts in 2023 (as of Nov.1, 2023) include:

- Provided technical assistance to 141 clients for business, strategic & financial planning.
- Assistance given with business planning, RLF, and grant applications resulted in almost \$9 million of investment. Nearly \$6 million was from private funds.
- 98 regional jobs retained.
- 156 new regional jobs created.
- \$400,000 Rural Microentrepreneur Assistance Program (RMAP) award to provide microloans (\$50,000 or less) to small businesses (10 employees or less).
- \$460,000 Brownfields Community-Wide Assessment Grant awarded to conduct environmental site assessments, develop cleanup plans, and advance the cleanup and revitalization of properties in Beartooth's rural communities.
- Community Technical Assistance
 Program's Lead Service Line
 program: Beartooth is a technical
 service provider to assist in
 inventories of water systems'





GREYCLIFF

We work with each client on an individual basis to match their specific need to potential solutions. We can assist with planning, access to funding, and project development. Our primary focus is on economic development, community assistance, and value-added food & agriculture development.

SPECIAL K RANCH

COLUMBUS

Founded in 1969, Beartooth RC&D is a 501(c)3 nonprofit corporation providing community-focused economic development services to the underserved residents of Big Horn, Carbon, Stillwater, Sweet Grass, and Yellowstone Counties as well as the Crow and Northern Cheyenne Tribes.

Revolving Loan Fund

- In the past 5 years, Beartooth's Revolving Loan Fund has created 191 jobs and loaned out \$2.1 million (\$7 million in total project dollars)
- Over 25 years of successful lending experience
- Of 107 originated loans, over 90% are still in business today
- 21 loans managed in 2023



Visit our website at www.beartooth.org
Follow us on Facebook and LinkedIn!



2023 City of Laurel Project Review December 5, 2023 – 6:30 pm

Thank you for being a great partner as we work together to help the businesses and residents of our 5-county region!

Some of our activities in the City of Laurel this year:

- Revolving Loan Fund
 - o 7 loans in the City of Laurel for \$499,594. Total investment of \$1,806,175.
- Bozeman Trail mapping/website development/heritage tourism efforts
- Brownfields presentation to Laurel Urban Renewal District Board
- Small Business Assistance
 - o Hair on Main
 - o Mindi's Burgers
 - o Montana Bin Busters & several other businesses have been assisted with business and financial planning as well as SSBCI loans, REAP grants, and resource referrals
 - Yellowstone Valley Farms

New Grants & Programs Beartooth Operates to Benefit your County:

- Brownfields Community-wide Assessment Grant
- Community Technical Assistance Program (CTAP) Lead Service Line Inventory TA
- Montana Business Attraction
- REAP (Rural Energy for America Program) Technical Assistance
- RMAP (Rural Microentrepreneur Assistance Program) microloans for small businesses plus TA and training
- SSBCI loan assistance program
- USDA Farm to School Grant

Please utilize our regional <u>5-year CEDS</u> (Comprehensive Economic Development Strategy) document (updated in Fall 2022) for your planning and grant writing needs.

Thank you again! Please refer to your digital copy of this to access hyperlinks. You can also find most info posted on our website at www.beartooth.org. Don't hesitate to reach out to us if you have questions or need our assistance.

What are your priorities in the coming year and how can Beartooth help?

Beartooth Staff:

Joel Bertolino, Executive Director/Food & Ag Director: jbertolino@beartooth.org

Jacy Head, Economic Development Director: jhead@beartooth.org

Nan Knight, Finance Director: nknight@beartooth.org

Myrna Lastusky, Executive Assistant: mlastusky@beartooth.org

Beartooth Office Phone: 406-962-3914

MEMORANDUM OF UNDERSTANDING

Between

Yellowstone County Commissioners, Big Sky Economic Development Authority, City of Billings, City of Laurel

Beartooth Resource Conservation & Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of ______, 202____, 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, 2024**, 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 the Entity is \$36,771.88. This figure is a total of the \$4,500.00 fee plus \$32,271.88 per capita formula using a population of 169,852 as per the 2022 Census data. The Entity'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 \$12,502.44, City of Billings- 36% or \$13,237.88, City of Laurel- 6% or \$2,206.31, and Yellowstone County- 24% or \$8,825.25.

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, 2024, 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 thereunder 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 area 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 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. Upon request, 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.

ARTICLE 16: INDEPENDENT CONTRACTOR:

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 Entity 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 RC&D: Beartooth RC&D
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	
Dave Waggoner	Ryan VanBallegooyen	
Mayor	Chairman	
ATTORIGIT	ъ.	
ATTEST:	Date:	

File Attachments for Item:

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The City Of Laurel Grant Support Services By And Between The City Of Laurel And Klj Engineering, Inc. Related To A Proposed New Water Tank.

RESOLUTION NO. R23-____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE CITY OF LAUREL GRANT SUPPORT SERVICES BY AND BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING, INC. RELATED TO A PROPOSED NEW WATER TANK.

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

Section 1: <u>Approval</u>. The Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc., a copy attached hereto and incorporated herein, is hereby approved.

and all	Section 2: Execution. The Mayor is hereby given authority to execute the Tal related documents, by and between the City of Laurel and KLJ Engineering, l	
	Introduced at a regular meeting of the City Council on the, 2023, by Council Member	day of
of	PASSED and APPROVED by the City Council of the City of Laurel on the	day
	APPROVED by the Mayor on the day of	, 2023.
	CITY OF LAUREL	
	Dave Waggoner, Mayor	_
ATTE	ST:	
Kelly S	Strecker, Clerk-Treasurer	
APPR(OVED AS TO FORM:	

Michele L. Braukmann, Civil City Attorney

This is a Task Order for KLJ Project No. 2304-01608 Grant Support Services – New Water Tank, consisting of 3 pages, plus attachments.

Task Order: Grant Support Services – New Water Tank

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), as amended by Amendment No. 1 dated October 13, 2020, Owner and Engineer agree as follows:

1. Background Data

A. Effective Date of Task Order: November 28th, 2023

B. Owner: City of Laurel

C. Engineer: KLJ Engineering, Inc

D. Specific Project (title): Grant Writing Support Services

E. Project Description: Grant writing and support services to the City of Laurel to assist in the development and submittal of funding applications covering a range of potential state and Federal funding programs. The effort is in support of a proposed future water tank and booster system upgrade for the City of Laurel. KLJ anticipates working with the City of Laurel on five potential grant applications/funding programs, those are listed below. In addition, KLJ will meet monthly with the City of Laurel to review the overall project status and gather feedback on going grant development efforts.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are: Grant support services to develop applications for the City of Laurel related to the following specific State and Federal funding programs:
 - Task 1: Project Management/Grant Staging & Research This includes all general project
 management tasks including attendance at meetings, updates to the City/Client Manager
 regarding progress, deadlines, and technical needs, and tasks unrelated to specifically
 outlined grant applications/ research as outlined.
 - Task 2: DNRC-RRGL: Costs as outlined include review of the updated notice of funding, completion of the application materials including any supplemental materials, coordination with the Client Manager and the City to ensure technical aspects of the application are correct, and assistance to City staff as designated for submission of the grant application. Applications for the 2024 Cycle are due May 15, 2024.

Deliverable: All applications materials/attachments required for submission of the grant on/before the deadline.

• Task 3: MT Coal Endowment Program (MCEP formerly known as TSEP): Costs as outlined include review of the updated notice of funding, completion of the application materials including any supplemental materials, coordination with the Client Manager and the City to ensure technical aspects of the application are correct, and assistance to City staff as designated for submission of the grant application. Applications for the 2024 Cycle are due in the spring of 2024 (anticipated to be late March/early April as the exact deadline has not yet been announced).

Deliverable: All application materials/attachments required for submission of the grant on/before the deadline.

• Task 4: State Revolving Loan Fund (SRF): While the project qualifies for most state/federal grants as outlined, the cost is significant enough that it is anticipated the City will be required to supplement grant dollars with an SRF loan. Most of this application will be most expeditiously and best completed by City staff who have easy access to the City's financial documents, contact information and related information. The costs as outlined include any necessary technical assistance, QA/QC of application materials, communications with SRF staff as requested/required, and any additional application guidance the City may need to complete/submit the application. There is no hard deadline for SRF loan applications. These are accepted year-round.

Deliverable: City filled in application with KLJ recommendations to assure compliance with application standards.

• Task 5: EDA Community Facilities or Disaster Response Grant: Costs include initial discussion with EDA regional staff to determine which program is the best fit for the project and the costs associated with review of the updated notice of funding, completion of the application materials including any supplemental materials/federal forms, coordination with the Client Manager and the City to ensure technical aspects of the application are correct, and assistance to City staff as designated for submission of the grant application. There is no hard deadline for EDA applications. Applications are accepted until all congressionally appropriated dollars for the region are expended/obligated.

Deliverables: This is a phased deliverable. The first is a report/update based on discussions with the regional EDA staff as to which program is the best fit and the status of current dollars available. The second is dependent on verification of grant availability. Should grant funds be available and EDA believe one of these programs is applicable, KLJ will move forward with delivering all application materials/attachments required for submission of the grant.

• Task 6: WaterSmart Water Grants: There are several grant opportunities under the umbrella of WaterSmart. Costs reflect initial research into which programs, if any, are a fit for this project and then, if any are found to be appropriate, costs related to writing one

(1) of those grants. Deadlines vary depending on program so initial research will include providing information about when grants may be due. If none of the WaterSmart grant resources are found to be appropriate or within a timeframe suitable to the project, the City will only be charged for the cost of the research, and not for additional application costs.

Deliverable: This is a phased deliverable. The first is a report based on research/discussion with WaterSmart staff as to appropriateness of any WaterSmart grants for this project. Based on this, if an appropriate/competitive resource is identified, KLJ can move ahead with 1 application. Should additional resources be determined to be applicable, KLJ will confer with the City and a new task will have to be completed for any additional applications.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services that may be authorized or necessary under this Task Order are:

Grant applications, if found, under the WaterSmart Water Grant that are in addition to the initial or first application.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement subject to the following:

Provide timely review and guidance on the development of specific grant applications.

Submittal of all grants after completion or review and approval by KLJ.

5. Task Order Schedule

- A. In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:
 - Work anticipated to occur throughout 2023 and 2024.
 - Engineer will establish specific timelines as part of each grant development process.
 - Engineer shall provide monthly updates to Owner on the anticipated completion schedule, throughout the duration of the project.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Services		Basis of
	Amount	Compensation
Task 1 - Project Management/Grant Staging & Research	\$10,000	
Task 2 - DNRC RRGL	\$6,000	
Task 3 - MT Coal Endowment (MCEP)	\$9,000	
Task 4 - SRF Revolving Loan	\$4,000	Time and Expense
Task 5 - EDA Community Facilities	\$11,000	
Task 6 WaterSmart Water Grant	\$16,000	
Total	\$56,000	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Engineer may alter the distribution of compensation between individual tasks (line items) to be consistent with services rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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: None
- 10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition October 13, 2020 Amendment to Engineer-Owner Agreement, Amendment No. 1.

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 November 29th, 2023.

OWNER: City of Laurel	ENGINEER: KLJ Engineering, Inc
By: Print Name: Dave Waggoner	By:
Title: <u>Mayor</u>	Print Name: Mark Anderson Title: Vice-President
DESIGNATED REPRESENTATIVE FOR TAS	Engineer License or Firm's Certificate No. (if required): PEL-EF-LIC-37
Name: Matt Wheeler	State of: Montana DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Title: <u>Director of PublicWorks</u> PO Box 10	Name: Ryan Welsh Title: Senior Municipal Engineer PO Box 80303
Address: <u>Laurel, MT 59044</u> E-Mail	Address: Billings, MT59108 E-Mail
Address: mwheeler@laurel.mt.gov Phone: 406-628-4796	Address: Ryan.Welsh@kljeng.com
Phone: <u>406-628-4796</u>	Phone: <u>406-247-2923</u>

File Attachments for Item:

7. Ordinance No. O23-05: An Ordinance Amending Title 12, Chapter 12.32.050 Of The Laurel Municipal Code Related To The City Tree Board.

ORDINANCE NO. 023-05

AN ORDINANCE AMENDING TITLE 12, CHAPTER 12.32.050 OF THE LAUREL MUNICIPAL CODE RELATED TO THE CITY TREE BOARD.

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating Chapters, Sections, and Subsections to address situations and problems within the City and to remain in accordance with Montana law;

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 12.32.050, as noted herein and on the attached, and hereby recommends the same to the City Council for its full approval; and

WHEREAS, the proposed changes to the existing LMC § 12.32.050 are attached hereto and hereby fully incorporated herein. *See* attached revised LMC § 12.32.050 changes.

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.

	regular meeting of the City Council on the
28 th day of November 2023, upon Motion by Cour	ncil Member
PASSED and ADOPTED by the Laurel Cit of December 2023, upon Motion by Council Mem	ty Council on second reading on the 12 th day ber
APPROVED BY THE MAYOR on the 12	th day of December 2023.
	CITY OF LAUREL
	Dave Waggoner, Mayor
	Dave Waggener, Mayor
ATTEST:	
Kelly Strecker, Clerk-Treasurer	

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

12.32.050 Creation and **Eestablishment** of a **Ceity Ttree Bboard**.

There is hereby created and established an Aadvisory Bboard to the Ceity Ceouncil which will be known as the Ceity Ttree Bboard for the Ceity of Laurel ("Bboard") which shall consist of seven (7) five-members who are residents of theis Ceity or who live within two miles thereof, and who shall be appointed by the Mmayor with the approval of the City Ceouncil. The members shall come from different interest groups including homeowners, tree professionals, street department, and city government.

(Ord. 05-1 (part), 2005)

(Ord. No. O11-04, 3-15-2011)

File Attachments for Item:

8. Concrete Games Discussion



Permanent Concrete Game Tables













Stone Age Concrete Games, Inc. 541-671-6318 Kendra@concretetabletennis.com

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Featured Product: Trapezoid Table



All Products Feature:

- Triple reinforced concrete
- Regulation lines and low reflectivity
- Beautiful integrally colored concrete
- Vandal resistant fasteners
- SOLID concrete no hollow spots underneath
- FUN FUN FUN!

- Installs on most flat surfaces or existing solid surfaces
- Easy 1 hour set up and can be relocated
- Designed for over 50 years of excellent life
- 3 year limited warranty
- Shipped WORLDWIDE



WHO WE ARE

Stone Age Concrete Games, Inc. specializes in unique, permanent concrete recreational equipment for parks, schools, entertainment venues and home use. Bravado Promotes healthy physical and social activity for all ages and physical activity levels. Everybody plays! Our strong background in Government and construction contract sales makes us the only choice for permanent concrete games in North America. Our focus on beauty and craftsmanship makes us the inspired choice for entertainment venues and fine homes.

OUR PHILOSOPHY

We are the essence of post industrialism. Industrial quality is only a starting point. The ending point is to inspire joy through craftsmanship and to change places into a spontaneous combustion of activity, fun and innovative spirit.

QUALITY

Our finished products are satin smooth. Ball bounce and play meet ITTF standards except for the durable steel nets. Our nets are 3/8" steel with powder coating. Our nets are ALWAYS custom designed for each unique project! Underneath all that beauty, the engineering is overdesigned for long term durability. All Stone Age tables are produced using our proprietary triple reinforced concrete. We finish the tables using quality anti-graffiti coating for long term beauty even in the roughest public venues.







Pricing



Uptown Model Concrete Table Tennis Custom steel net, grey legs, table tennis lines.

Natural Grey with black lines \$6,232.00

Black, Brown, Green, or Brick Red w/black lines \$6,452.00
Blue Integral Color w/black lines \$6,938.00



Cantilever Model Concrete Table Tennis Black legs, custom steel net, table tennis lines.

Natural Grey with black lines \$6,938.00

Black, Brown, Green, or Brick Red w/black lines \$7,294.00

Blue Integral Color w/black lines \$7,673.00



Trapezoid Model Concrete Table Tennis with 2 Grey legs, custom steel net, table tennis lines.

Natural Grey with black lines \$7,407.00

Black, Brown, Green, or Brick Red w/black lines \$7,644.00 Blue Integral Color w/black lines \$8,114.00



Round 4 Way Table Tennis (New Product 2020)

Round Four Way Table Tennis makes an excellent complement to locations with regular Table Tennis Tables. Round Four Way Table Tennis allows for 2-4 players (4 is standard).

Grey, Black, Brown, Green, or Brick Red Table \$8,927.00 Multi Color (Blue, Red, Green, Black) \$9,709.00

Stone Age Concrete Games, Inc. 541-671-6318 Kendra@concretetabletennis.com

STONE AGE



BRAVADO OUTDOOR | EVERYONE PLAYS



Dining Table Models Concrete Table Homeowners and entertainment venues like the flexibility of our dining table leg designs that facilitate seating for 10-12. Available with removable net upon request.

Grey, Black, Brown, Green, or Brick Red \$6,938.00

Blue intgral w/black lines and edges \$7,673.00



Concrete Foosball Table Solid concrete top, drain holes in goals, stainless steel rods. Replaceable plastic men, rubber bumpers and handles.

Grey, Black, Brown, Green, or Brick Red \$6,545.00 Blue Integral \$7,132.00

Trapezoid legs Colors-\$7,132.00 Blue-\$7,712.00



Concrete Foooosball Table

All the features of our regular Foosball table, but with twice the fun! Two times the rods and men makes this a great 4-8 person game.

Black or Green Integral Color \$11,918.00



Concrete Cornhole Boards

One piece concrete Cornhole Boards. Custom colors and logo pricing by request.

Grey, Black, Brown, Green, or Brick Red \$1,852.00 Blue or Pure White concrete \$2,197.00

Artwork - Single Color \$150.00 per piece-More Colors to be priced!



Concrete Ladder Ball

Concrete Ladder ball posts with stainless steel bars.
Natural Grey, Black, Brown, Green, and Brick Red \$1,852.00
Blue and Pure White \$2,197.00

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STONE AGE



BRAVADO OUTDOOR | EVERYONE PLAYS



Genius Chess Table

Available in Freestanding or Direct Burial Post. Features marble inlay chess board, stone accent pieces, bolt down brackets and available with recycled glass content.

Direct Burial Post Grey or Black \$2,385.00 Colors \$2,729.00 Freestanding Grey or Black \$2,824.00 Colors \$3,005.00

Recycled Glass Content \$275.00 Integral Colors \$313.00



Chinese Checkers Table

Available in Freestanding or Direct Burial Post. Features cast in board for marbles, stone accent pieces, bolt down brackets and available with recycled glass content.

Freestanding Grey or Black \$2,824.00



Domino Table

Available in Freestanding or Direct Burial Post. Features cast in piece holders, beverage holders, bolt down brackets and available with recycled glass content.

Freestanding Grey \$3,638.00

Freestanding Black, Brown, Green, or Brick Red \$3,838.00



Backgammon Table

Available in Freestanding or Direct Burial Post. Features marble inlay Backgammon board, stone accent pieces, bolt down brackets and available with recycled glass content.

Freestanding Grey or Black \$3,118.00

STONE AGE



BRAVADO OUTDOOR | EVERYONE PLAYS



Knight Chess Table

One Piece Knight base chess table. Marble inlay chess board, stone accent pieces, available with recycled glass content for color and beauty.

Grey or Black Top with Black or White Knight \$4,240.00 Brown, Green, Brick red with Black or colored Knight \$4,418.00

Recycled Glass Content \$250.00



Chess Stools (per pair)

Chess stools with bolt down brackets. Custom colors available on request. (Freestanding or Direct Burial to match your table) Set of Stools, Grey or Black \$524.00

Set of Stools - Brown, Green, or Brick Red \$654.00

Set of Benches, Grey or Black \$660.00 Colors \$790.00



Concrete Shuffleboard

First in the world concrete shuffleboard tables. Our monolith tops are the result of 8 years of playful precision concrete design.

Grey Concrete with Brown Sliding Surface and Board Stain

Pattern.

12' \$14,908.00 16' \$18,089.00 22' \$26,335



Concrete Poker Table

Solid Concrete Octagon Poker table with cast chip trays and cup holders. Custom colors and logos by request.

Grey, Black, Brown, Green, or Brick Red Integral Color \$8,926.00

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The Bravado Advantage

- Stone Age produces the highest quality concrete game tables worldwide.
- Stone Age Manufactures our own products in our own facility. Unlike the competition who completely outsources their product. Made by hand to our stringent specifications by Stone Age concrete artisans in our cutting-edge facility.

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Every piece has been professionally engineered for public use and to last for decades in any environment.

Concrete game tables are ALL we do at Stone Age. We are the leader in outdoor concrete games products so 100% of our research, engineering, design and production goes into making the highest quality game tables possible.

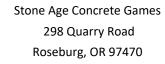
Stone Age has sold concrete game tables around the world to resorts, schools, cities, military, home owners and even Olympic Committees as far away as Doha, Qatar. We have the experience to get it right and delivered safely to any location.

Stone Age offers customization options concrete colors, custom designed plasma cut nets and powder coat colors so every table is one of a kind for your project.

There is no sales tax in Oregon so buying from Stone Age can potentially save you hundreds if not thousands of dollars on your projects.

Stone Age is comprised of individuals who love Table Tennis and our chosen games. We take pride in playing our games, promoting the sport and making our products true to the regulations and specifications of the ITTF. While ensuring our products last for generations.

Stone Age Tables are Triple reinforced with steel and two kinds of fiber reinforcement using our proprietary process to ensure the highest quality of concrete finish and best longevity in the concrete industry.





BRAVADO OUTDOOR EVERY	UNE FLATS	
	Quality outdoor Ping Pong Paddles. Includes carrying case. 4 Paddles w/6 balls.	\$105.00
	Ping Pong Balls, "3-Star" White. 50 balls per package!	\$30.00
	Ladder Golf Bolas Red & Blue one set.	\$44.00
	Master Series Chess Set, weighted plastic in classic, universally recognized Staunton design. Green felt pads on bottom. Spare queen. Black and lvory. With Black and Red plastic checkers.	\$35.00
	Cornhole Bags with outdoor plastic pellet fill. One set consists of 8 bags, 4 each in two different colors. Canvas material.	\$67.00
000	Foosballs, soccer look, heavy duty plastic. Comes in packages of 5.	\$12.00
	Backgammon Chips, resin, mother of pearl look. Green and White.	\$32.00
	Shuffleboard Pucks and Wax Kit.	\$121.00
Selfe della selfe.	Chinese Checker marble set. 6 unique colors.	\$33.00
	Dominoes Set. Double 12s, 91 piece set in sturdy tin.	\$56.00



FOOSBALL REPLACEMENT PARTS PRICE LIST

Customer Price

Custom made Stainless Steel Rods - Universal



 Single Rod
 \$143.00

 Full Set of 8 Rods
 \$1,144.00

Plastic men - Red and Blue Players (26 Total/13 each color)



Full Replacement Set \$61.00

Rubber handles for Stainless Rods - 8 handles



Full set of 8 **\$36.00**

Rubber bumpers (set of 16) \$20.00

Nylon Washers (Set of 16) \$15.00

BACK-UP PARTS PACKAGE

Back-up parts package contains 7 red and 7 blue men, 4 rubber handles, 8 rubber bumpers, 8 nylon washers. Recommended for every table order.

\$66.00

DELUXE BACK-UP PARTS PACKAGE

Contains the parts listed above in the back-up package AND includes 4 SS rods (1-2 man, 1-5 man, and 2-3man).

\$594.00

STONE AGE CONCRETE GAMES, INC. TABLE TENNIS **NETS POWDERCOAT COLOR OPTIONS— STANDARD**



RAL 1002 Sand Yellow



RAL 2004 Pure Orange



RAL 4010 Telemagenta



RAL 5018 Turquoise Blue



RAL 6005 Moss Green



RAL 6026 Opal Green



RAL 7002 Olive Gray



RAL 7030 Stone Gray



RAL 8004 Copper Brown



RAL 8015 Chestnut Brown



RAL 1004 Golden Yellow



RAL 3000 Flame Red



Illusion Purple w/glimmer



RAL 5022 Night Blue



RAL 6010 Grass Green



RAL 6028 Pine Green



RAL 7006 Beige Gray



RAL 7031 Blue Gray



RAL 8007 Fawn Brown



RAL 8016 Mahogany Brown

High Reflective white 90% Gloss



RAL 1007 Daffodil Yellow



RAL 3004 Purple Red



RAL 5000 Violet Blue



RAL 6001 Emerald Green



RAL 6011 Reseda Green



RAL 6034 Pale Turquoise



RAL 7010 Tarpaulin Grey



RAL 7042 Traffic Gray A



RAL 8008 Olive Brown



RAL 1019 Gray Beige



RAL 3013 Tomato Red



RAL 5013 Cobalt Blue



RAL 6002 Leaf Green



RAL 6018 Yellow Green



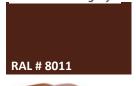
Ral 6037 - Pure Green



RAL 7011 Iron Gray



RAL 7045 Telegray 1



RAL 8023 Orange Brown



RAL 1001 Cream Beige



RAL 2001 Red Orange



RAL 3022 Salmon Pink



RAL 5014 Pigeon Blue



RAL 6003 Olive Green



RAL 6021 Pale Green



RAL 7000 Squirrel Gray



RAL 7024 Graphite Gray



RAL 8003 Clay Brown



RAL 8014 Sepia Brown



RAL 8028 Terra Brown

FONT #1 Arial - Stone Age TABLE TENNIS FONT #2 Cambria - Stone Age TABLE TENNIS FONT #3 Cooper Back - Stone Age TABLE TENNIS FONT #4 Denmark - Stone Age TABLE TENNIS FONT #5 EVGRAVERS MT - STONE AGE TABLE TENNIS FONT #6 Freefrm 721 - Stone Age TABLE TENNIS FONT #7 Kodchiang UPC - Stone Age TABLE TENNIS FONT#8 Long Island - Stone Age TABLE TENNIS FONT#9 Monotype Corsiva - Stone Age TABLE TENNIS FONT #10 TIMES NEW ROMAN - Stone Age TABLE TENNIS FONT#11 Pegasus - Stone Age TABLE TENNIS FONT #12 DR UNCIAL - TONE AGE TABLE TENNIS FONT#13 STEAMER - STONE AGE TABLE TENNIS FONT #14 STORY BOOK - Store Age TABLE TENNIS FONT #15 TEKTON PRO EXT - Stone Age TABLE TENNIS FONT #16 UNICORN - STONE AGE TABLE TENNIS Write or draw how you would like the net to look in the box below:

	2	
Font Choice:		
Color Choice:	Design from Page 3 if applicable:	

STONE AGE CONCRETE GAMES INC. TABLE TENNIS NETS CUT OUT DESIGNS YOU CAN SPECIFY

This page contains ideas that we have designed or provided for other projects. If you do not have a specific logo or design in mind, feel free to pick one of these for your Nets!

General Use Designs



1. PAPER CUT-OUT PEOPLE



2. Native Sun



3. Setting Sun



4. Swirls



5. Rotary Clubs



6. Park



7. Checkerboard



8. Classy



9. Lighthouse



10. Paddle and Ball

Schools and Mascots



11. Feather



12. Osprey



13. Phoenix



14. Bronco



15. Horse



16. Paw Print



17. Viking Helmet



18. Cowboy Boot



19. Cowboy Hat

Stone Age Concrete Games, Inc.

>>>>> COLOR CHOICES

STONE AGE CONCRETE TABLE TENNIS

TABLE TENNIS TABLES

Black Concrete w/black lines

Integral Red—brick w/black lines

Integral Green-w/black lines







Black Acid Wash w/Grey lines and edges Integral Blue—w/black lines

Integral Brown-w/black lines







Black Acid-Wash Swirl-w/gray lines

Custom colors available—integral, spray on, custom artwork







CHESS TABLES

Black





Post-consumer recycled glass



Red

White Knight



Black Knight



Cornhole Board Sets

Green Brown Black Gray Blue









Custom colors and artwork available for additional cost. Must see artwork to price it.









Foosball Tables

Green



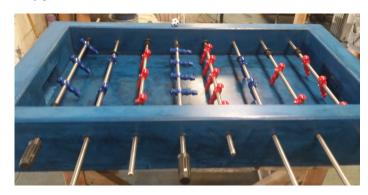
Black



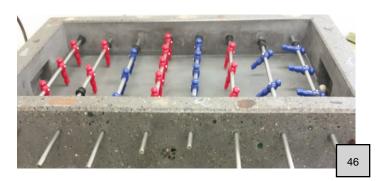
Red



Blue



Custom



- All products utilizing blue integral dye have an upcharge for the blue color!
- Coloring concrete is an art not a science so your product will come out similar to these
 photos and previous products with the same color but you cannot make a side-by-side
 comparison. Each piece will be unique and all photos have been affected by the light,
 sun, or other factors. The photos are for general reference only.
- Artwork applied to cornhole boards, tops of table tennis tables, or foosball tables start
 at \$175.00 for a single color, per board. Single color artwork will be \$350.00 for both
 boards or both sides of the table tennis table. Each additional color adds approximately \$50.00 per board.
- Some artwork is too complex for our concrete dye/template system, other options are available.
- Stone Age loves to customize, so if you have an idea for something custom, let us know

Black Poker table. Available in any standard color.



Shuffleboards are custom colored to resemble wood.



Stone Age Concrete Games, Inc.
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www.concretetabletennis.com

541-671-6318 kendra@concretetabletennis.com