



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JANUARY 14, 2025
6:30 PM
COUNCIL CHAMBERS**

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.

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 23, 2024.

Correspondence

2. Fire Monthly Report - December 2024
3. Police Monthly Report - December 2024.
4. Beartooth RC&D January Correspondence.

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.*

5. Claims entered through January 10, 2025.
6. Approval of Payroll Register for PPE 12/22/2024 totaling \$248,277.97.
7. Approval of Payroll Register for PPE 1/10/2025 totaling \$274,388.59.

Ceremonial Calendar

8. Arbor Day 2025 Proclamation

Reports of Boards and Commissions

9. Budget/Finance Committee Minutes of December 23, 2024.
10. Laurel Urban Renewal Agency Minutes of November 22, 2024.
11. Laurel Urban Renewal Agency Minutes of December 2, 2024.

12. Park Board Minutes of January 2, 2025.

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

13. Appointment of Tom Canape to the City/County Planning Board for the remainder of a two-year term ending June 30, 2025.
14. Resolution No. R25-01: Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.
15. Resolution No. R25-02: A Resolution Of The City Council Approving A Transportation Coordination Plan For The City Of Laurel Transit.
16. Resolution No. R25-03: A Resolution Of The City Council Approving A Preventative Maintenance Plan For City Of Laurel Vans And Small Busses In Passenger Service.
17. Resolution No. R25-04: Resolution Of Intent Of Zone Change And Zoning Map Amendment And To Set Public Hearing.
18. Resolution No. R25-05: A Resolution Of The City Council Approving A Contract With Triple Tree Engineering To Act As A TIF Engineer.
19. Resolution No. R25-06: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The On-Call Engineering By And Between The City Of Laurel And Triple Tree Engineering, Inc.
20. Resolution No. R25-07: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The Lura Surveys And Project #1 Design, Permitting, Bidding, And Construction Administration By And Between The City Of Laurel And Triple Tree Engineering, Inc.
21. Resolution No. R25-08: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The Lura Project #2 Conceptual Design, Probable Cost, CHS Coordination, And Funding Plan By And Between The City Of Laurel And Triple Tree Engineering, Inc.
22. Resolution No. R25-09: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The Lura On Call Grant Writing/Administration Services, And Funding Plan By And Between The City Of Laurel And Triple Tree Engineering, Inc.

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.

File Attachments for Item:

1. Approval of Minutes of December 23, 2024.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

December 23, 2024

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 Dave Waggoner at 6:30 p.m. on December 23, 2024.

COUNCIL MEMBERS PRESENT: Thomas Canape Heidi Sparks
 Michelle Mize Jessica Banks
 Casey Wheeler Irv Wilke
 Richard Klose Jodi Mackay

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Kurt Markegard, Interim CAO
 Brittney Harakal, Administrative Assistant

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

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of December 10, 2024, as presented, seconded by Council Member Sparks. With no objection, the minutes of the regular meeting of December 10, 2024, as presented, were approved. There was no public comment or Council discussion.

Motion by Council Member Sparks to approve the minutes of the special meeting of December 17, 2024, as presented, seconded by Council Member Wilke. With no objection, the minutes of the special meeting of December 17, 2024, as presented, were approved. There was no public comment or Council discussion.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX-PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through December 20, 2024.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of November 2024.**
- **Approval of Payroll Register for PPE 11/24/2024 totaling \$237,386.34.**
- **Approval of Payroll Register for PPE 12/8/2024 totaling \$299,645.93.**
- **Council Workshop Minutes of December 17, 2024.**

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. With no objection, the Consent Agenda of December 23, 2024, as presented, were approved. There was no public comment or Council discussion.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes December 10, 2024.
- Public Works Committee Minutes of November 18, 2024

Council Minutes of December 23, 2024

- Public Works Committee Minutes of December 16, 2024.
- Park Board Minutes of December 5, 2024.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Daniel Klein to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2028.**

Motion by Council Member Canape to approve the Mayor’s appointment of Daniel Klein to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2028, seconded by Council Member Wilke. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

- **Appointment of Cami Story to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2028.**

Motion by Council Member Banks to approve the Mayor’s appointment of Cami Story to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2028, seconded by Council Member Wilke. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

- **Appointment of Dianne Lehm to the Laurel Urban Renewal Agency - Advisory for a four-year term ending December 31, 2028.**

Motion by Council Member Mize to approve the Mayor’s appointment of Dianne Lehm to the Laurel Urban Renewal Agency – Advisory for a four-year term ending December 31, 2028, seconded by Council Member Wilke. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

- **Appointment of Richard Klose to Park Board for a four-year term ending December 31, 2028.**

Motion by Council Member Mackay to approve the Mayor’s appointment of Richard Klose to Park Board for a four-year term ending December 31, 2028, seconded by Council Member Wilke. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

- **Appointment of Tom Canape to the Park Board for a four-year term ending December 31, 2028.**

Motion by Council Member Sparks to approve the Mayor’s appointment of Tom Canape to the Park Board for a four-year term ending December 31, 2028, seconded by Council Member Wilke. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

- **Appointment of Phyllis Bromgard to the Park Board for a four-year term ending December 31, 2028.**

Motion by Council Member Wheeler to approve the Mayor’s appointment of Phyllis Bromgard to the Park Board for a four-year term ending December 31, 2028, seconded by Council Member Wilke. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

- **Appointment of Casey Wheeler to the Board of Health for a three-year term ending December 31, 2027.**

Motion by Council Member Wilke to approve the Mayor’s appointment of Casey Wheeler to the Board of Health for a three-year term ending December 31, 2027, seconded by Council Member Spark. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

DRAFT

Council Minutes of December 23, 2024

- **Appointment of Irv Wilke to the Police Commission for the remainder of a three-year term ending April 30, 2025.**

Motion by Council Member Canape to approve the Mayor's appointment of Irv Wilke to the Police Commission for the remainder of a three-year term ending April 30, 2025, seconded by Council Member Sparks. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

- **Appointment of Dan Gatley to the Police Commission for the remainder of a three-year term ending April 30, 2026.**

Mr. Gatley introduced himself to the Council.

Motion by Council Member Banks to approve the Mayor's appointment of Dan Gatley to the Police Commission for the remainder of a three-year term ending April 30, 2026, seconded by Council Member Wilke. With no objection, the appointment, as presented, was approved. There was no public comment or Council discussion.

- **Resolution No. R24-99: A Resolution Of The City Council Authorizing The City Of Laurel And The Laurel Urban Renewal Agency (LURA) To Negotiate A Contract With Triple Tree Engineering To Act As The Engineer For The TIF District.**

Motion by Council Member Sparks to approve Resolution No. R24-99, seconded by Council Member Mize. 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.

- **Resolution No. R24-100: Resolution Of The City Council To Approve The Proposed Increase In The Rates And Charges For The Users Of The Municipal Water And Sanitary Sewer Rates And Charges To Become Effective On January 10, 2025.**

Motion by Council Member Klose to approve Resolution No. R24-100, seconded by Council Member Wilke. 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.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Council wished everyone a Merry Christmas and a Happy New Year.

Council reminded everyone that December is a five-Tuesday month. The next meeting will be in January.

MAYOR UPDATES:

UNSCHEDULED MATTERS:

- **Beartooth RC&D Discussion**

Council President Sparks introduced Beartooth RC&D to the Council.

Joel Bertolino, Nan Knight, Gaurav Thakur, and Myrna Lastusky reviewed the attached handouts.

It was questioned do businesses pay for these services. It was clarified no businesses do not pay for any services. The fees that the City contributes towards is the local match for grant funding. Each application requires approximately 100 hours' worth of work.

It was noted that on the handouts, it stated that the funds for the West Laurel Interchange expansion were returned. It was questioned why those funds were returned. It was clarified that those funds were to assist in planning development around the new interchange. However, at that time, there was no water or sewer out there, nor were there any businesses interested in building in the area and still located within the County.

DRAFT

Council Minutes of December 23, 2024

It was questioned happen if the City of Laurel does not agree to this MOU. It was clarified that that every little bit helps in being able to assist in economic development. If Laurel does not approve this MOU, then Laurel will not be a priority area for Beartooth RC&D.

It was noted that the four people standing before Council tonight are the entire staff of Beartooth RC&D. They serve a five-county area. When applying for various grants, the City will need to refer to the Comprehensive Economic Development Strategy or CEDS document.

It was questioned how many businesses within the City of Laurel city limits receive assistance. Please see the attached handout.

It was questioned if people looking to bring business into the area are brought into Laurel to see potential locations. It was clarified that recently they did bring a potential client through the area. They decided to purchase a property between Laurel and Billings; however, they will be employing approximately 100 people who have the potential to live and do business in the City of Laurel.

It was noted that Beartooth RC&D has not found an open door in Laurel in the past, but they would like to start doing more in Laurel.

It was questioned if they could help bring business into the new interchange. With a truck stop going in soon, it will help the City grow westward.

Council asked what the logistics are to move this forward. Given that this MOU was voted down at the last City Council meeting, there are two ways in which it can be reconsidered. First being, a motion to reconsider is made from the prevailing side. That motion must pass by a super majority. Then Council may vote on the item again. The second is to have a substantial change made to the MOU and bring it back as a new item.

It was questioned if this was budgeted for. It was clarified that it had been budgeted for.

Motion by Council Member Klose to reconsider Resolution No. R24-96, seconded by Council Member Mize. 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.

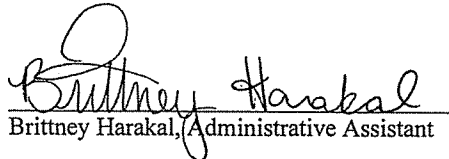
Motion by Council Member Sparks to approve Resolution No. R24-96, seconded by Council Member Mackay. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

The Council thanked Beartooth RC&D for the presentation tonight; it was very informational. Council Member Klose noted that he voted against this MOU originally due to a lack of information.

ADJOURNMENT:

Motion by Council Member Mackay to adjourn the Council meeting, seconded by Council Member Wilke. 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 7:16 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 14th day of January 2024.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

Beartooth RC&D
City of Laurel Activities 2020-2024

Revolving Loan Fund (RLF) Opportunities:

\$2.42 million available for RLF lending up to \$400,000 per loan. Beartooth can partner with local banks as money down or finance fully with bank denial.

- **RMAP (Rural Microentrepreneur Assistance Program):** Can offer 2% below primary up to 10-year terms. Loan amounts up to \$62,500 (equipment, working capital, etc.) for businesses with less than 10 employees.
- **IRP (Intermediary Relending Program):** Standard terms up to 20 years on real estate, 5-7 years on working capital and equipment. Loan amounts up to \$400,000. Open to businesses with 50 or less employees.

In the last 3 years, Beartooth has had 7 RLF loans with City of Laurel for \$499,594 with a total investment of \$1,806,175.

- O'Toole
- Iron Titan CrossFit – paid off in June 2024
- Amusement Park Drive-in- Paid off in Aug 2023
- Paragon
- Black Sands
- Montana Bin Busters
- MicroBooks – paid off in Dec 2023

These Businesses have been assisted with Financial Technical Assistance (TA) over the past 3 years:

- A Haus of Realty – REAP grant application
- Darrell Dyer – Housing Developer; working capital and state programs
- Elizabeth Terrel – Art Gallery
- Jens Selvig – Land for rock mining – looking at funding and regulations
- Mindi's Burgers – business counseling
- Molly & Friends – RLF and Brownfields
- Potential buyer for Hair on Main – potential RLF
- Potential buyer for Mountain Mud – business counseling and potential RLF
- The Yogurt Shop – business counseling, potential RLF

Other Technical Assistance Provided to Small Businesses since 2020:

- 406 Bovine: This business owner was located in Laurel and developed software to use facial recognition for cattle. Beartooth assisted the business in finding a patent attorney for them to discuss their product with and identifying strategies to raise private funding.
- Yellowstone Valley Farms: Reuben Stahl has a greenhouse and raises fresh basil and sells it through Sysco. Beartooth FADC worked with Montana Manufacturing Extension to connect him with the MSU Senior Engineers for a capstone project, helping him design and build a piece of equipment to clean his growing channels. Beartooth FADC also worked with the Montana

Department of Ag and a film crew to film his operation and business for a success story about Montana Agriculture; the video will be utilized by Reuben to promote his business as well.

- F Bar 3 Vineyard: Beartooth FADC assisted the business in researching funding opportunities.
- Laurel Rod & Gun Club: Beartooth staff assisted the group in applying for grants that would provide funding to develop their new location.
- Rodi Farm: Beartooth FADC assisted the business in applying for USDA VAPG, Montana Department of Ag Growth Through Ag Grant, and Rural Food Systems Initiatives Grants.
- Beartooth partnered with Big Sky Economic Development to provide a “Wealth Management for Business Owners” workshop in Nov. 2024.

Community Development Assistance Provided:

- Laurel Urban Renewal Authority (LURA)
- Laurel Activities Recreational Complex (LARC)
- \$21,000 BSTF Sports Facilities Feasibility Study
- 2021 \$25,000 Big Sky Trust Fund grant to explore options for infrastructure expansion at West Laurel interchange. This included crafting template letters of support and reaching out to Laurel businesses and local and state representatives to request their support for the project. The City chose not to move forward with this project, so the funds were returned.
- Presented S2A modular housing program to City Planner as a possible solution to the City’s attainable housing needs.

Brownfields Program Opportunities:

Brownfields are potentially contaminated properties (lead paint, asbestos, petroleum, etc). With remediation, they can be repurposed to go from an eyesore to an asset for a community.

Awarded Fall 2023: \$460,000 Brownfields funding for Phase I ESA and Phase II assessment to help promote economic growth to blighted property.

- Currently considering 2 potential Brownfield sites in the City of Laurel for assessment.

Nov. 2024: Applied for \$1 million Brownfield RLF that, if awarded, will allow Beartooth to assist property owners with cleanup of contaminated properties.

Other Support Provided and Available for Future Projects:

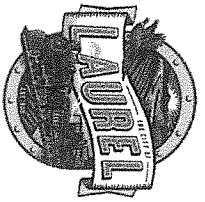
- May 2024: Provided Letter of Support for EDA Disaster Recovery Supplemental Grant application for water system improvement project.
- Montana State Business Attraction Efforts: Beartooth’s active work with State personnel and communities in our region (plus a Beartooth loan) helped bring Ultimate Defense Technologies to Yellowstone County (in between Billings and Laurel). If the City of Laurel wants to attract business, we are here to help with that.
 - Have submitted Destry’s building to a couple different projects in the past year.
 - Beartooth works with Daniel Klein for potential real estate and business attraction.

EDA CARES Act Grant for \$400,000 funded:

- Regional Housing Study
- Economic development consultant and Bozeman Trail collaborative work
- Big Sky EDA's Economic Recovery Efforts, which included:
 - Regional Response and Recovery Team
 - Laurel Affordable Housing Project
 - Seeking funding for Laurel Infrastructure Study
 - Community Building Sessions
 - Business 1:1 Check-ins
 - Small Business Training Opportunities

Services that only Beartooth offers in this region:

- Beartooth is a Certified Regional Development Corporation (CRDC) and an Economic Development District (EDD). These designations afford us access to resources and programs that are not available to others. Through Beartooth's partnership with our Cities and Counties, those resources and benefits are open to those we serve.
- Regional CEDS (Comprehensive Economic Development Strategy) is a strategy-driven plan for regional economic development. It is required to qualify for Economic Development Administration (EDA) assistance and is a prerequisite for designation as an economic development district (EDD). Cities, Counties, and organization utilize the CEDS to assist in their own strategic planning and to support grant applications.
- Food and Ag Development Center (FADC): Beartooth is 1 of 11 Centers in the State and assists businesses that add value to Montana agricultural commodities.
- Rural Brownfields Program (see above)



Supporting Laurel's Growth

Snapshot 2020 -2024

Empowering Businesses, Revitalizing Communities, and Building Partnerships

Building
Stronger
Communities

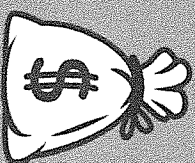


FINANCIAL ASSISTANCE PROGRAMS

Financial Support for Local Businesses Content Highlights:

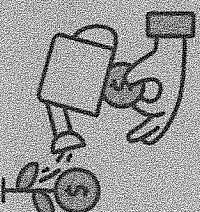
Revolving Loan Fund (RLF):

- \$2.42 million available, loans up to \$400,000
- Beartooth can partner with local banks or provide full financing for eligible businesses
- 7 RLF loans in Laurel (2020-2024): \$499,594 loaned, generating \$1,806,175 total investment
- Businesses: O'Toole, Iron Titan CrossFit, Amusement Park Drive-in, Paragon, Black Sands, Montana Bin Busters, MicroBooks



Additional Loan Programs:

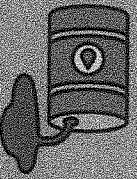
- RMAP: Loans up to \$62,500 at 2% below primary for 10 years
- IRP: Loans up to \$400,000, terms of 20 years for real estate, 5-7 years for working capital



BROWNFIELDS PROGRAM

From Blight to Bright

- 2023: \$460,000 awarded for assessments
- 2024: Applied for \$1M for property cleanup Potential Projects:
- 2 Brownfield sites in Laurel under review for redevelopment



BUSINESS SUPPORT SERVICES

Empowering Entrepreneurs

Business Success Stories:

- A Haus of Realty: REAP grant application
- Mind's Burgers & The Yogurt Shop: Business counseling and funding exploration
- 406 Bovine: Developed cattle facial recognition software; assisted in finding a patent attorney and funding strategies
- Yellowstone Valley Farms: Collaboration with MSU engineers for innovative equipment

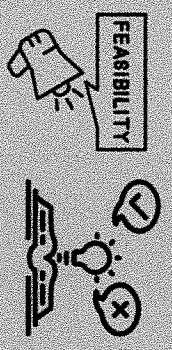
Workshop: "Wealth Management for Business Owners" (Nov. 2024)



COMMUNITY DEVELOPMENT IMPACT

Transforming Laurel's Landscape

- LURA & LARC: Supported \$21,000 feasibility study for recreational facilities
- West Laurel Infrastructure Expansion: \$25,000 grant returned due to local decision



STRATEGIC PLANNING AND UNIQUE CAPABILITIES

Planning for a Better Future

EDA CARES Act Grant (\$400,000):

- Regional Housing Study
- Laurel Affordable Housing Project
- Community building and business training sessions



Exclusive Services:

- Certified Regional Development Corporation (CRDC)
- Economic Development District (EDD)
- Food and Ag Development Center (FADC)



2023 ANNUAL IMPACT STATEMENT REGIONAL

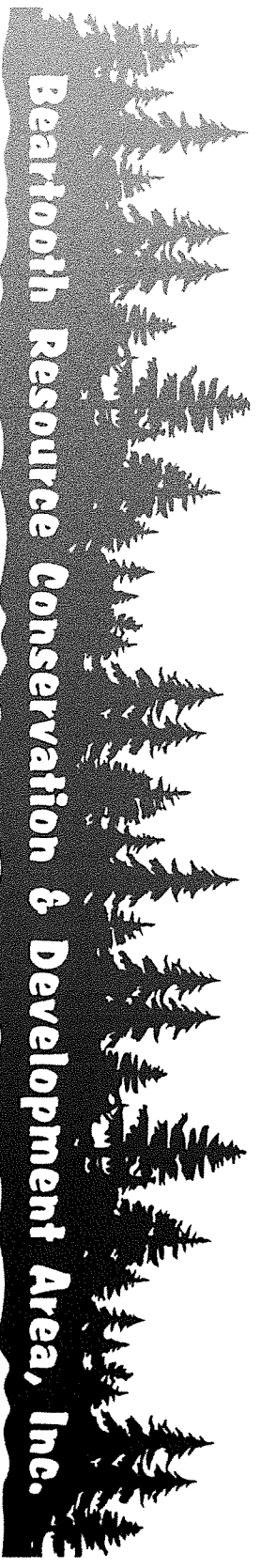
Beartooth RC&D, a key player in regional economic development, collaborated with over 50 federal, state, and local agencies in 2023.

Significant milestones:

- Technical Assistance: 141 clients supported in business, strategic, and financial planning
- Economic Impact: Nearly \$9 million in investments secured, including \$6 million in private funds
- Job Creation: 156 new jobs created and 98 jobs retained regionally

Founded in 1969, Beartooth RC&D serves underserved communities in Big Horn, Carbon, Stillwater, Sweet Grass, and Yellowstone Counties, driving economic and community development.

"Join Us in Building a Stronger Laurel!"



File Attachments for Item:

2. Fire Monthly Report - December 2024



Laurel Fire Department

For the Month of:

December

Call Type	Number of Calls	Number of Hours
Structure Fire	0	
Wildland Fire	6	
Extrication	8	
Other Rescue	0	
Alarm	1	
Public Assist	4	
Medical Assist.	5	
Other Calls	0	
Severity Staffing	0	
Total	24	
Other Activities	Training	
	Total Training Hours	
Total Training/Service Hours for the Month		616

Major MVA on I-90 MM 432, Interstate was closed for several hours. Resulted in one fatality. We held Critical Stress debriefing for responders to this MVA. Number of calls down for the month of December.

DEFINITIONS

Structure Firefighting

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings. We carry out all levels of Structure Firefighting, including entry and attack, ventilation, salvage, overhaul, and investigations.

Wildland Firefighting

Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire, etc..

Extrications

Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches, etc..

Other Rescues

Rope Rescue, Water Rescue, Ice Rescue.

Alarms

Respond to any false alarms or malfunctions.

Other Calls

EMS assist, industrial or aircraft firefighting, vehicle fires, hazmat, spills, public safety, investigations, gas leaks, carbon monoxide problems, etc..

Severity Staffing- Montana DNRC pays up to 8 firefighters to staff the station each day and respond as a Task Force to wildland fires within Yellowstone, Stillwater and Carbon Counties, as and when needed. They can also be called up to respond to fires anywhere in the Southern Zone areas. The 2 State-owned type 5 wildland engines assigned to Laurel are the ones primarily used for these calls. This has proven to be beneficial to Laurel as a means for a quick response to all incidents.

File Attachments for Item:

3. Police Monthly Report - December 2024.



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Total Calls

Printed on January 1, 2025

[CFS Date/Time] is between '2024-10-28 11:04' and '2024-11-25 10:23' and

[Primary Incident Code->Code : Description] All

Code : Description

Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	8	8
: Agency Assist	36	36
: Alarm - Burglary	13	13
: Alarm - Fire	3	3
AMB : Ambulance	71	71
: Animal Complaint	9	9
: Area Check	1	1
: Assault	4	4
: Bad Checks	0	0
: Barking Dog	6	6
: Bomb Threat	0	0
: Burglary	2	2
: Child Abuse/Neglect	2	2
: Civil Complaint	7	7
: Code Enforcment Violation	3	3
: Community Integrated Health	2	2

Code : Description	Totals	
: Counterfeiting	0	0
: Criminal Mischief	5	5
: Criminal Trespass	1	1
: Cruelty to Animals	2	2
: Curfew Violation	10	10
: Discharge Firearm	1	1
: Disorderly Conduct	3	3
: Dog at Large	15	15
: Dog Bite	4	4
DUI : DUI Driver	6	6
: Duplicate Call	1	1
: Escape	0	0
: Family Disturbance	13	13
: Fight	5	5
FIRE : Fire or Smoke	11	11
: Fireworks	0	0
: Forgery	0	0
: Found Property	9	9
: Fraud	3	3
: Harassment	3	3
: Hit & Run	2	2

Code : Description	Totals	
: ICAC	1	1
: Identity Theft	1	1
: Indecent Exposure	1	1
: Insecure Premises	5	5
: Intoxicated Pedestrian	0	0
: Kidnapping	0	0
: Littering	0	0
: Loitering	1	1
: Lost or Stray Animal	5	5
: Lost Property	1	1
: Mental Health	5	5
: Missing Person	1	1
: Noise Complaint	0	0
: Open Container	0	0
: Order of Protection Violation	1	1
: Parking Complaint	7	7
: Possession of Alcohol	0	0
: Possession of Drugs	2	2
: Possession of Tobacco	3	3
: Privacy in Communications	0	0
: Prowler	2	2

Code : Description	Totals	
: Public Assist	43	43
: Public Safety Complaint	6	6
: Public Works Call	7	7
: Report Not Needed	2	2
: Robbery	1	1
: Runaway Juvenile	2	2
: Sexual Assault	2	2
: Suicide	0	0
: Suicide - Attempt	0	0
: Suicide - Threat	4	4
: Suspicious Activity	60	60
: Suspicious Person	14	14
: Theft	18	18
: Threats	8	8
: Tow Call	0	0
: Traffic Accident	16	16
: Traffic Hazard	9	9
: Traffic Incident	25	25
: TRO Violation	0	0
: Truancy	1	1
T/S : Traffic Stop	168	168

Code : Description	Totals	
: Unattended Death	0	0
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	0	0
: Warrant	15	15
: Welfare Check	12	12
Totals	710	710

File Attachments for Item:

4. Beartooth RC&D January Correspondence.

Beartooth RC&D Area, Inc.
Board of Directors Meeting Agenda
 Meeting 1 P.M. Thursday, January 16, 2024
 Big Sky EDA Rock 31 Conference Room
 201 North Broadway, Billings, MT



<p>1:00 pm</p> <p>2:30 PM</p>	<p><u>Meeting Called to Order</u> Pledge of Allegiance, Introduction of Members and Guests</p> <p>Review Board Minutes</p> <p><u>Congressional Updates</u> Josiah Porcel (Sen. Tester) Tory Kolkhorst (Sen. Daines) Emily Schneller (Rep. Rosendale)</p> <p><u>Treasurer/Financial Reports</u> 1. Treasurer Update 2. RC&D Financials 3. RLF Financials</p> <p>Constitution Bylaws Nominations for Exec Committee</p> <p><u>Staff Reports – Program/Project updates</u></p> <p>1. Food/Ag Program – Joel Bertolino 2. Revolving Loan Fund – Nan Knight 3. Economic Development/ CRDC – Gaurav Thakur 4. Operations Support- Myrna Lastusky</p> <p><u>Regional Roundup</u> – <i>News and updates from regional members on projects and activities in key CEDS categories... (see topics on next page)</i></p> <p><u>Next Beartooth RC&D Area, Inc. Board of Directors Meeting</u> March 20, 2025- Big Horn County Building Hardin, MT</p> <p>Adjourn</p>	<p>Chair, All</p> <p>Chair, All</p> <p>Hauge/Knight</p> <p>Bertolino Chair</p> <p>Bertolino Knight Thakur Lastusky</p> <p>Roe et al</p>	<p>Information</p> <p>Action</p> <p>Information</p> <p>Action</p> <p>Action Action</p> <p>Information Information Information Information</p> <p>Information</p> <p>Information</p>
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<p>1:00 pm</p>	<p><u>Meeting Called to Order</u> Pledge of Allegiance, Introduction of Members and Guests</p> <p>Review Board Minutes</p> <p><u>Congressional Updates</u> Josiah Porcel (Sen. Tester) Tory Kolkhorst (Sen. Daines) Emily Schneller (Rep. Rosendale)</p> <p><u>Treasurer/Financial Reports</u> 4. Treasurer Update 5. RC&D Financials 6. RLF Financials</p> <p>Review of Constitution Bylaws MOU Increase Audit</p> <p><u>Staff Reports – Program/Project updates</u></p> <p>5. Food/Ag Program – Joel Bertolino 6. Revolving Loan Fund – Nan Knight 7. Economic Development/ CRDC – Gaurav Thakur 8. Operations Support- Myrna Lastusky</p> <p><u>Regional Roundup</u> – <i>News and updates from regional members on projects and activities in key CEDS categories... (see topics on next page)</i></p> <p><u>Next Beartooth RC&D Area, Inc. Board of Directors Meeting</u> <i>January 16, 2025- Big Sky EDA - Billings, MT</i></p>	<p>Chair, All</p> <p>Chair, All</p> <p>Hauge/Knight</p> <p>Bertolino</p> <p>Bertolino Knight Thakur Lastusky</p> <p>Roe et al</p>	<p>Information</p> <p>Action</p> <p>Information</p> <p>Action</p> <p>Action Information Action</p> <p>Information Information Information Information</p> <p>Information</p> <p>Information</p>
<p>2:30 PM</p>	<p>Adjourn</p>		<p>Information</p>

**Beartooth RC&D
Board Meeting Minutes
November 21, 2024**

Members Present:

Joel Bertolino, BRCD
Gaurav Thakur, BRC
Ryan Van Ballegooyen, Billings Job Service
Tina Toyne, City of Hardin Economic Development Director
Holly Higgins, First Interstate Bank of Hardin
Commissioner Steve Riveland, Stillwater County
Lorene Hintz, SBDC
Kayla Vokral, SBDC
Martin DeWitt, SBA
Commissioner Don Jones, Yellowstone County
Dan Lowe, Big Horn County
Commissioner Melanie Roe, Sweet Grass County
Commissioner Scott Miller, Carbon County
Jeremy Dewell, Military Liaison, Senator Daines' Office (in for Tory Kolkhorst)

Members on Zoom/Phone:

Nan Knight, BRCD
Myrna Lastusky, BRCD
Emily Schneller, Congressman Rosendale's Office
Danny Choriki, Ubet Post

Meeting Called to Order: Ryan Van Ballegooyen called the meeting to order.

Pledge of Allegiance, Introduction of Members and Guests

Review September Board Minutes (Action): Holly Higgins motioned to approve as presented. Kayla Vokral seconded. Motion passed.

Congressional Updates:

Emily Schneller, Rep. Rosendale's Rep:

- Congress back in session. Forestry bill and some veteran legislation may be passed into law. Unlikely until 2025 or 2026.
- Corporate Transparency Act – businesses have to report beneficial ownership information.
- Unable to hear the rest – something with a transmission line connecting in Colstrip
- Emily's last time joining us as Congressman Rosendale's representative. We might possibly see her next year in another capacity.
- Steve Riveland thanked Emily for everything (& the rest of the board did too!).

Review of Constitutional By-laws (Joel)

- Some changes were made after the last Executive Committee meeting. This is still a working copy; email Joel if there is anything you want to add or change. Action taken next meeting.
- Majority of changes were in term limits for officers and tenure (Section 5).

Increase to MOU Dues (Joel)

- Looking at increase to per capita costs for MOUs. Auditor costs increased quite a bit, inflation, and costs to upgrade software for loans all requires more money.
- For smaller counties, the increase will be under \$1,000. 10 cents/capita increase for 4 counties; 7-8 cents/capita increase for Yellowstone due to much larger population.
 - Ryan: Most CRDCs are over \$1/capita, so Beartooth is still a good bang for your buck.

2023 Audit

- Any comments or questions can be directed to Nan. She is happy with it.
- New software, reconciling previous books, etc. has made it much better.
- Ryan: Taking on some new programs like Brownfields demanded certain requirements, so we've been staying up on it.
- Audit costs will go up due to increased programs and being over the \$750,000 threshold.
- **ACTION: Melanie Roe moved to approve the financial audit for 2023 as presented. Tina Toyne seconded. Motion carried.**

Treasurer / Financial Reports (Nan on phone, traveling from conference)

1. Treasurer Update

- a. Don asked about the \$90,000 overdue. New way of federal reporting guidelines. We have 2 loans that we are working with them / restructuring loan terms, but it still shows up as "past 90 days." They are still paying, but from their original note to where they are now, they are still past due, but they are paying extra to catch up. We allowed RLF clients to defer payments for a few months during COVID, so that has an impact on that as well.

2. RLF & RC&D Financials

- a. Loans paid off in Yellowstone and Sweet Grass (Big Timber Bakery).
- b. Closed on IRP funding.
- c. Melanie: Bank of Joliet has a RMAP Loan Loss. What is that?
 - i. As a USDA loan, we are required to have 6% set aside as loan loss.
- d. We have \$2.5 million to loan out. With new IRP funds, we can loan out up to \$400,000.

ACTION: Holly Higgins motioned to approve the RC&D and RLF financials as presented. Melanie seconded. Motion carried.

Staff Reports

Food and Ag Director Report (Joel Bertolino):

Growth Through Ag (GTA) Projects and USDA Projects

- Derek Eaton – Billings – TA on GTA app
- Rodi Farm – Laurel – TA on RFSI and GTA app
- Samurai Sue's – Red Lodge – TA on GTA
- Greycliff Mill – TA on GTA app
- Yellowstone Valley Farm – Laurel – TA on GTA app

- Becky's Berries – Absarokee – TA on GTA app
- S Ranch Meats – Custer – VAPG grant award; Visited with MMEC in Sept.
- Rebel Head Kombucha – Billings – TA on funding, licensing

Ongoing Projects

- Black Beard Broncos – Worden – REAP TA
- Mountain View Hutterite Colony – Acton – possible egg processing system
- Yellowstone Pasta – Billings – GTA award of \$50K
- Stovall Ranch & Yellowstone Feeders – near Billings – REAP TA
- Speedy and Flo's Sweet Corn – Hardin – GTA Award of \$50K for greenhouse
- Oswald Farms – Joliet – VAPG award of \$250K, possible ARPA Ag Infrastructure grant

Outreach

- S Ranch Meats
- Speedy and Flo's Sweet Corn

MOUs: Halfway done for this year.

Economic Development Director Report (Gaurav Thakur):

Big Horn County

- Assisting Tina Toyne with the Big Horn County Housing Needs Assessment Study
 - Participated with the in-depth interviews with community partners and assisted with creating the survey for community members.

Brownfield RLF Grant Application

- Application for RLF submitted successfully for \$1MM
- Used KSU Tab for Grant Application
- Submitted for Review and implemented the feedback before submitting the application (Due on Nov 14th)

Introduction to Community Partners

- Big Horn County
- REAP Program Meetings
- Prospera Impact Grant for Women i90 Fitness (Stillwater County)
- Montana Photonics and Quantum - Prospera Business Network

Participation in Community Events

- Business on Broadway | Small Business Summit (Oct 17th)

Website Improvements and Planning

- Creation of Web Strategy for better communication (In Works)

Project Manager/Exec Asst Report (Myrna was driving so this report is her written report)
Rural Community Development Initiative (RCDI) with Red Lodge Area Community Foundation (RLACF/Angela)

- Roberts property sale is almost complete – plan is for 3 rental units and 3 Mutual Self-Help homes; Phase 1 environmental assessment was conducted on Monday
- Continued work with developer Tom Fischer & Angela Getchell on the Brownfields assessment and LIHTC plans for the old Memorial Hospital
- Bridger Housing study is complete; considering possible purchase of that property for future housing
- Hosted a couple of financial education trainings in the past two months

RCDI with City of Hardin (Tina Toyne)

- Grant extension applied for; anticipate USDA approving it for a 6-month extension (through March 2025)
- Big Horn County interviewed 3 EDD finalists on Tuesday. Joel and Gaurav sat in on the interviews.
- Hardin is working on reapplication to the Pilot Tourism Grant. LOS submitted to them.
- County Housing Needs assessment – Gaurav is overseeing this with Tina; spent 2 days in BHC with Ayres (the engineering firm), attends meetings, and met with HUD & Tina recently
- Economic Development Strategy – received 3 applications to conduct this & will select soon
- Received grant to fund a PAR for the Hotel Becker

RCAC (Rural Community Assistance Corporation) Grant in Columbus

- 3 ROCE (Recharge Our Community's Economy) workshops completed; small group Zoom check-ins will take place in December with the 4th workshop in January. 40 attendees at the November workshop & lots of excitement about future plans.
- Attended RCAC Building Rural Economies conference in Globe, AZ (requirement of grant) last week.

Miscellaneous

- Setting up MOU meetings, preparing documents
- Assisted Gaurav and Nan with Brownfields RLF application
- At Brownfields conference in Helena with Nan this week

Regional Roundup

Commissioner Scott Miller, Carbon County:

- Not much to update. Everything is going well!

Dan Lowe, Big Horn County Conservation District

- Aquatic Safety Check Stations – just under 10,000 inspections conducted this year
 - Tough to get people to work
- 310 permits – most are for livestock crossings across streams. This involved FWP and anyone else interested in the process
- Talk about best way to share the successes of the conservation district – most residents don't know all the good they do.

Commissioner Don Jones, Yellowstone County:

- Army National Guard station up by the airport – moving a lot of dirt & will be a great addition
- Landfill going in on Hwy 87

- Metra is almost done with major construction (ARPA money). Will be building a \$2.5 million rodeo arena outside behind the Expo building. Will be ready for Fair. 3000 seats.
 - The Nile will be taking over the rodeo for the Fair
- Prison in Deer Lodge sent a couple prisoners (they are both in prison for life) over to talk to teen offenders. They sat down to talk to the juvenile delinquents. Interesting for the kids to hear what things will be like in prison and hopefully help straighten them out.
- Ground broken on new detention center. Room for 36 on one floor and will do a second floor. Up to a \$8 million project now.

Martin DeWitt, Small Business Association

- National Small Business Week awards – nominate if you have anyone in mind
 - Small Business Owner of the Year, Exporter of the Year, Business Champion of the Year, and others
 - Creates marketing opportunities for the business AND the person who nominates them
- FEMA & National Office of Disaster Relief & Resiliency were at Crow Agency. Tribe applied for an emergency declaration of funds; will put a Disaster Recovery Center in Crow Agency

Kayla Vokral, SBDC

- Holiday Gift Guide – over 46 businesses in this digital guide with direct links to businesses. Will stay on website through Jan. 1
- Small Business Saturday is the Saturday after Thanksgiving. Shop local!
- Expert Week and Small Business Summit: Loved having Beartooth staff there! Great connections and feedback from vendors and participants.
- Worked on a GTA grant with Joel for Marble Table. We send a lot of Ag and loan clients to Joel and Nan (and vice versa) and appreciate our partnership with Beartooth.
- Kayla/Lorene: Steve Arveschoug is retiring in April. BSED is working with an Jorgenson Pace to search for a new Executive Director. Steve has been there 16 years and does a great job – big shoes to fill.

Lorene Hintz, SBDC

- Planning a Startup Roadmap in Columbus targeted at the laid off miners. On Dec. 9th there will be 2 opportunities – morning and afternoon.
- St. Vincent's new hospital – 14 stories, 1 billion dollars.
- Applied for Brownfields funding. Thom does a great job, and this will reload their funding.

Commissioner Steve Riveland, Stillwater County

- Biggest news is the mine layoffs. Working with partners – Dept. of Labor, Beartooth, and others – to help in any way possible.
- Completing a \$3.6M 4-story elevator project on courthouse. Should be done by end of Dec.
- The same day as the mine layoffs, the County pulled the trigger on a new Law & Justice Center. Put it on hold the following week for one year. They have the cash, but the timing is bad.
- Sending off Commissioner Hamilton & welcoming new Commissioner Roger Webb on Jan. 1st.
- New Town Pump going up by McDonalds.
-

Tina Toyne, City of Hardin:

- County Housing Study is going well. Gaurav's involvement has been great. Community surveys are out, & we are halfway to Ayres' goal for participation so far. Hope to wrap up 1st quarter 2025.
- No proposals received for Infill and Redevelopment RFP, so we sent it out to several firms & hope to get some proposals in January.
- Brenda Maas, Executive Director from Visit SEMT, is moving back home & leaving her position. Spread the word that they are looking for a new Director. Tina is rejoining the board in December.
- Received MT Main Street Grant of \$45,000 for a PAR for Adaptive Reuse and Mixed Use for the Hotel Becker.
- Pilot Tourism Grant Steering Committee is meeting to reapply for that grant.
- Bair's Truck Stop is completely gone – just a big open space. Not sure what is happening there.
- Dairy Queen is hopefully opening up again soon as will the Dollar General.

Holly Higgins, First Interstate Bank of Hardin:

- Family Dollar and Dollar Tree also in Hardin – all owned by same company, and many are closing across the nation. No word that one of these will close in Hardin at this point.
- New subscription-based medical facility starting up. Will have monthly subscription to do maintenance stuff (\$20-\$25/month). If it's more complicated (like addiction issues), the fee will be more as he works to get people off those substances. Will not take insurance or Medicare/Medicaid. Might help with some medical needs in community.
- Be aware of the scam going on with skimmers. If you are using gas stations or ATMs and you insert your card, the skimmers grab your number. If you use contactless pay, that is safe. You can't tell the skimmer is there, so just be careful. For ATMs, they often have 3 green lights; if one of them is red, stay away because that means something is wrong.

Ryan Van Ballegooyen, Dept of Labor / Job Service:

- Spent last week with 50 employees from across the state at the Civic Center last week. Reached 400-500 miners in some capacity. Going back to speak to approximately 200 at their request.
 - They are going to many different states, some leaving family in Montana. So we are working with mental health services, resume assistance, training, etc.
 - Public assistance and childcare resources were there. If anyone wants to start a childcare program, we can provide some help for that b/c it is a huge need.
 - Shopping for a leased space in Columbus to set up a quasi-job service for a while.
- Discussion of tertiary impacts of the layoffs (e.g. store owners impacted due to mine layoffs).
- Best guess is that Yellowstone County has about 400 of the layoffs, Sweet Grass has 170.

Danny Choriki, Ubet Post:

- Was in Tampa last week for a technology conference. AI's ability to search masses of text and come back with intelligent answers is amazing. Had first round table on droids, so that is coming.
- City of Billings has not turned around the teen violence problem we're seeing here. Law Enforcement is focused on it, but it continues to grow.

Meeting adjourned at 2:35 pm.

Revolving Loan Fund Books- October 2024

Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loan Balances</u>
Big Horn	2	\$ 192,044.00
Stillwater	2	\$ 182,652.65
Yellowstone	13	\$ 924,611.92
Carbon	3	\$ 349,879.96
<u>Sweet Grass</u>	<u>2</u>	<u>\$ 135,718.63</u>
Total:	23	\$ 1,784,907.16

- One loan paid off in Yellowstone and another in Sweet Grass County.
- BRCD closed on IRP funding, now with BSED funding \$1.2m is available for loans up to \$400,000 in communities with less than 50,000 population.
- Applied for Brownfields RLF.

Bank Balances as of October 31, 2024, Total available for lending

Bank of Joliet- RMAP	\$ 106,298.94	\$ 106,298.94
\$250,000 (still waiting to be drawn down)		
Bank of Joliet – RMAP LOAN LOSS	\$ 8,010.07	\$ 0.00
Bank of Joliet EDA	\$ 20,359.14	\$ 20,359.14
Bank of Joliet-CDBG	\$ 19,032.58	\$ 19,032.58
Bank of Joliet- IRP	\$ 746,624.17	\$ 746,624.17
Bank of Joliet-Fromberg	\$ 31,583.94	\$ 31,583.94
Bank of Joliet-BSED	\$ 500,000.00	\$
(New IRP MATCH)		Available: <u>\$ 923,898.77</u>
	(RMAP waiting to be drawn down)	\$ 250,000.00
	(IRP waiting to be drawn down)	<u>\$ 1,250,000.00</u>
		<u>\$ 2,423,898.77</u>
Restricted Accounts		Principal amounts paid back
FIB – SSBCI 2.0	\$ 148,621.00	\$ 5,684.30
BOJ- SSBCI 2.0	\$ 79,651.50	\$ 9,089.69

October 2024 Beartooth Books

2024 Income	2024	
	Budget	Actual
AG-FOOD AND AG CENTER	60,000	61,636
SPECIALTY CROP BLOCK	58,166	56,006
FARM -TO- SCHOOLS	1,200	3,751
REAP	5,000	7,800
BOARD - EDA SPONSOR DUES	56,979	56,023
BOARD-INTEREST INCOME	750	450
BOARD-FOUNDATION MONEY	3,300	3,676
RLF-ORIG FEES	5,000	2,918
RLF-RMAP TA	12,500	7,434
BROWNFIELD	19,250	12,107
CRDC	71,000	59,096
EDA - GRANT	70,000	70,000
RCAC	25,000	3,821
RCDI (Big Horn)	2,800	2,227
RCDI (Red Lodge)	2,800	1,717
Pass- Through		81,155
Restricted SSBCI and loan Interest		52,962
	393,745	482,779
Expenses for 2024		
TOTAL STAFF EXPENSE	261,534	215,578
COMMUNICATIONS	8,000	12,012
EQUIPMENT & VEHICLE	6,000	7,110
CONTRACTUAL	25,000	66,088
INSURANCES	7,000	5,651
RENT/ UTILITIES	10,000	5,972
SUPPLIES	10,000	17,216
TRAVEL	15,000	4,080
for FY23 Audit	20,000	
EXPENSE TOTAL	362,534	333,708
Restricted SSBCI and loan Interest		52,962
		96,109
Statement Ending: 10/31/2024		
Checking Account:	\$132,458.17	unrestricted cash
Restricted cash in checking for CGWG & JOJ	\$13,652.07	\$118,806.10
Savings Account:	\$65,688.01	
Building Account:	\$4,488.53	

2023- Q4 AG funding paid on 2/09/2024

2023- Q4 Specialty Crop funding paid on 2/13/2024

2023- Q4 CRDC funding paid on 01/25/2024

2023- Q4 EDA funding paid on 01/08/2024

Revolving Loan Fund Books- December 2024

Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loan Balances</u>
Big Horn	2	\$ 190,596.65
Stillwater	1	\$ 287,000.00
Yellowstone	13	\$ 916,597.67
Carbon	3	\$ 333,986.17
<u>Sweet Grass</u>	<u>1</u>	<u>\$ 60,785.70</u>
Total:	20	\$ 1,788,966.19

- One loan paid off in Sweetgrass.
- One consolidation loan Stillwater.

Bank Balances as of December 31, 2024. Total available for lending

Bank of Joliet- RMAP \$ 155,171.60	\$ 155,171.60	
\$250,000 (still waiting to be drawn down)		
Bank of Joliet – RMAP LOAN LOSS \$ 8,015.08	\$ 0.00	
Bank of Joliet EDA	\$ 20,861.78	\$ 20,861.78
Bank of Joliet-CDBG	\$ 169,959.64	\$ 169,959.64
Bank of Joliet- IRP	\$ 724,943.52	\$ 724,943.52
 Bank of Joliet-Fromberg	 \$ 31,619.76	 \$ 31,619.76
	Available:	<u>\$ 1,102,556.33</u>
	(RMAP waiting to be drawn down)	\$ 250,000.00
	(IRP and BSED waiting to be drawn down)	<u>\$ 1,035,000.00</u>
		<u>\$ 2,387,556.33</u>

Restricted Accounts	Principal amounts paid back
FIB – SSBCI 2.0 \$ 148,621.00	\$ 6,416.44
BOJ- SSBCI 2.0 \$ 79,651.50	\$ 10,579.89

Drawn down New funded:
 Loans amount: Grant amount:
 \$750,000 New IRP- \$215,000 \$500,000 BSED- \$ 71,500.00

INCOME	2022		2023 Income	2023		2024 Income		2024		2025 Income	2025	
	Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual	
AG-FOOD AND AG CENTER	45,000	70,057	AG-FOOD AND AG CE	45,000	48,706	AG-FOOD AND AG CENTER	60,000	61,636	AG-FOOD AND AG CENTER	60,000		
AG-MDCD	500	0	Specialty Crop Block	35,000	31,286	Specialty Crop Block	58,166	56,006	Specialty Crop Block	58,166		
BOARD - EDA SPONSOR DUES	56,979	56,844	BOARD - EDA SPONS	56,979	55,711	FARM TO SCHOOL	1,200	3,750	FARM TO SCHOOL	1,200		
BOARD-INTEREST INCOME	400	845	BOARD-INTEREST INC	400	736	REAP	5,000	25,180	REAP	5,000		
BOARD-FOUNDATION MONEY	3,300	3,830	BOARD-FOUNDATION	3,300	3,641	BOARD - EDA SPONSOR DUE	56,979	56,023	BOARD - EDA SPONSOR DUES	56,979		
RLF-STAFF REIMBURSE	18,000	0	RLF-STAFF REIMBURS	15,000	5,066	BOARD-INTEREST INCOME	750	450	BOARD-INTEREST INCOME	450		
RLF-ORIG FEES	7,500	6,152	RLF-ORIG FEES	5,000	2,764	BOARD-FOUNDATION MONEY	3,300	3,676	BOARD-FOUNDATION MONEY	3,300		
CRDC	71,000	71,844	CRDC	71,000	71,844	RLF-STAFF REIMBURSE	15,000		DEQ-EJ	36,500		
CGWG/ fuels			EDA - GRANT	70,000	70,000	RLF-ORIG FEES	5,000	5,787	RLF-ORIG FEES	5,000		
MISC GRANT ADMIN \$	12,750		BSTF ADMIN \$	4,000		RLF- RMAP	12,500	15,572	RLF- RMAP	12,500		
EDA - GRANT	70,000	70,000	RCDI (Big Horn)	2,500	2,444	BROWNFIELD	19,250	11,932	BROWNFIELD	19,250		
SW-GRANT			RCDI (Red Lodge)	4,000	1,592	CRDC	50,000	79,663	CRDC	82,269		
BSTF			Pass- Through		115,634	EDA - GRANT	70,000	70,000	EDA - GRANT	70,000		
EDA-CARES ACT		100,000	other Admin		2,500	BSTF ADMIN \$	1,950	1,950	RCAC	25,000		
Pass- Through		73,102				RCAC	25,000	7,465	RCDI(Big Horn)	2,800		
Total Income	285,429	452,674		312,179	411,921	RCDI (Big Horn)	2,800	2,483	RCDI (Red Lodge)	2,800		
						RCDI (Red Lodge)	2,800	1,749				
						Pass- Through		86,881	Pass- Through			
						Restricted SSBCI & Loan Interest		60,420	Restricted SSBCI & Loan Interest			
							389,695	550,623		441,214	0	
EXPENSES			Expenses for 2023			Expenses for 2024			Expenses for 2025			
TOTAL STAFF EXPENSE	231,429	233,496	TOTAL STAFF EXPEN	244,441	241,301	TOTAL STAFF EXPENSE	245,441	263,548	TOTAL STAFF EXPENSE	275,000		
COMMUNICATIONS	4,500	7,167	COMMUNICATIONS	7,000	7,300	COMMUNICATIONS	9,000	12,228	COMMUNICATIONS	12,000		
EQUIPMENT & VEHICLE	4,500	9,581	EQUIPMENT & VEHICL	6,000	5,370	EQUIPMENT & VEHICLE	7,000	7,403	EQUIPMENT & VEHICLE	9,000		
CONTRACTUAL	21,100	195,509	CONTRACTUAL	25,000	126,784	CONTRACTUAL	30,000	118,057	CONTRACTUAL	15,000		
SUPPLIES	5,000	10,559	SUPPLIES	7,000	14,853	SUPPLIES	8,000	19,484	SUPPLIES	10,000		
TRAVEL	7,800	3,756	TRAVEL	5,500	9,838	TRAVEL	15,500	7,512	TRAVEL	20,000		
OTHER	10,000	12,515	OTHER	11,500	9,265	OTHER	13,500	12,207	INSURANCES	8,000		
									RENT/UTILITIES	12,500		
						Restricted SSBCI & Loan Interest		60,420	FY 24 Audit	28,000		
Total Expense for the year	284,329	472,583	EXPENSE TOTAL	306,441	414,711	EXPENSE TOTAL	328,441	500,859	EXPENSE TOTAL	389,500	0	
Net Income	1,100	-19,910		5,738	-2,789		61,254	49,764		51,714	0	

Beartooth RC&D Staff Project Update

January

FOOD AND AG DEVELOPMENT CENTER PROJECTS

Beartooth FADC

Beartooth FADC assisted clients with USDA VAPG applications for GTA grants. Beartooth FADC has continued to work with partners to do outreach to businesses in our region. Beartooth FADC has assisted 5 applicants with Growth Through Ag Grants.

Growth Through Ag Projects and USDA Projects

Derek Eaton

Location- Billings, MT

Contact- Derek Eaton

Derek was raised on a family cattle ranch and has been working on utilizing AI technology to allow those interested in purchasing livestock from producers to be processed an app for smart phones that would allow producers to list livestock for sale live and allow the customer to choose a transportation option to a local processor and have the finished product shipped to them. Beartooth FADC assisted Derek in developing a GTA application for the development of this opportunity. Beartooth FADC also assisted Cut Craft with developing a Biz Builder application for training and funds through a new grant opportunity from the Department of Ag.

Rodi Farms

Location- Laurel, MT

Contact-Carah Ronan

Carah was referred to us to assist her in applying for RSFI funding to expand her business of fresh cut flowers and some fresh vegetables she operates on her family's grain farm near Laurel, MT. Their business was not successful in with their application, but we have assisted them in developing an Impact Grant for Women owned businesses. Beartooth has also assisted the business with a GTA application for a delivery vehicle and cooler for their new processing and aggregation location and she may be re applying for the USDA Value Added Producer Grant.

Smurai Sue's

Location- Red Lodge, MT

Contact-Asano Otsu

Asano started her small bakery and ready to eat meals in 2018 initially selling them in the Moon Lake Market attached to her processing location. The business now markets her breads and pizza crusts as well

as ready to eat pizzas at the local grocery store and online orders. She and her husband are now building a larger new location to expand her business and Beartooth FADC has worked with her to develop a GTA Business and Marketing Grant and an RFSI grant for expanding her online presence and sales and purchasing equipment. She received \$8,000 in Business and Marketing Grant funds from the Department of Agriculture; she is now applying for the full GTA grant for equipment to finish her new processing location.

Greycliff Mill

Location- Big Timber, MT

Contact- Micah Bowden

The Greycliff Mill near Greycliff, MT is developing their own meat processing location for their Cattle and Buffalo on their small ag operation. Beartooth FADC assisted Micah Bowden in developing a GTA application for a smoker to be used in their small processing operation, Beartooth is now assisting them with a full GTA application.

Farm Box

Location- Joliet, MT

Contact- Justin Dye

Farm Box markets local foods with a list of locations they set up and sell directly to consumers and they market local foods through their active Facebook Page. Beartooth FADC has assisted them in developing a GTA application for funding to expand their business promoting local foods, they are now completing the full GTA application.

Yellowstone Valley Farm

Contact-Reuben Stahl

Location-Laurel

Reuben Stahl has a family greenhouse business growing basil and selling to FSA and Sysco, he would like to add another greenhouse to keep up with increased demand this last year. Beartooth RC&D assisted Reuben with developing a video of his business for marketing and researching potential funding opportunities for his greenhouse expansion.

Becky's Berries

Location- Absarokee, MT

Contact- Becky Stahl

Beartooth FADC has been assisting Becky Stahl with her new line of mustards, she has developed a new label and is now marketing them. Working with MMEC we have helped Becky take a tour of Kings Cupboard in Red Lodge to see his equipment, some of which she may be investing in at some point in the future. She and her son-in-law Shane worked with Beartooth FADC on developing a GTA grant. They are still deciding on whether they will be looking at building a new location.

S Ranch Meats

Location- Custer, MT
Contact- Hannah Knutson

S ranch meats is a family owned and operated beef business. The ranch operates a 6000 head ranch and developed a USDA meat processing plant in Hardin, MT. They have developed their own line of packaged meats sold at local restaurants and through Facebook and word of mouth marketing. Beartooth FADC has been working with USDA VAPG specialists to assist the business in applying for \$250,000.00 in operating funds to expand their direct-to-consumer branded beef business. They have received the VAPG funding for the 2024 year. Beartooth FADC staff with MMEC representatives visited their facility in September and discussed other potential funding opportunities.

Rebel Head Kombucha

Location-Billings, MT
Contact- Cassandra Harr

Cassandra has been making small batches of Kombucha in her location in Billings, MT but has needed certified alcohol testing from a qualified lab, she now has that to complete the necessary state licensing then she will begin growing her business, Beartooth FADC has discussed funding opportunities for her business including GTA that she may take advantage of in the future.

On Going Projects

Black Beard Broncos

Location- Worden
Contact- Mike Queyrel

Mike owns Black Beard Broncos fabrication shop in Worden and Beartooth FADC assisted him in applying for REAP funds for his existing shop to add solar panels in an effort to reduce his energy bills. USDA is working with him to simplify the application by taking out the battery, and energy storage component.

Mountain View Hutterite Colony

Location- Acton, MT
Contact- Ike Kleinsasser

The mountain view colony has one of the largest egg production operations in the state they supply eggs to the Billings area Walmart's, Albertsons and other retail stores. Beartooth FADC assisted them ten years ago with a Growth Through Ag Grant for a delivery truck and now they are needing a new egg processing and packaging equipment that would allow them to expand their output by more than double. They were looking at a GTA and are working with MMEC on a low interest automation loan but are now looking for lower cost improvements we will continue to visit to see if they will be purchasing an egg processing system.

Yellowstone Pasta

Location- Billings, MT
Contact-Henry Kennah

Henry is a former chef for Jakes in Billings that started making fresh pasta using Montana hard red durum wheat. He was referred to us by our SBDC partners Kayla and Lorene. Beartooth FADC worked with Henry to develop a Growth Through Ag grant and loan application to expand, their application was successful, and they will received \$50,000.00 for this project.

Stovall Ranch and Yellowstone Feeders

Location- Yellowstone County
Contact- Turk Stovall

The Stovall family are generational beef producers in Yellowstone County they have grown their operation to include two sizeable Feedlots and sell Certified Angus Beef as well as having their own branded beef products sold direct to consumer. Beartooth FADC talked with the business about the potential use of the REAP program for their expansion plans as well as USDA VAPG for their direct beef sales business. They are also looking at the USDA Supply Chain Guaranteed Loans. Beartooth assisted this business with an ARPA Ag Infrastructure grant and are now working with them on a REAP application for solar panels and an anaerobic digester on a new feedlot expansion.

Speedy and Flo's Sweet Corn

Location- Hardin, MT
Contact-Flo Ramirez

Beartooth FADC worked with Flo Ramirez and his wife; they started growing fresh produce and sweet corn for local sales over ten years ago on a one-and-a-half-acre garden plot. Their business has grown, and they now raise 25 acres of sweet corn and have a 4-acre garden, they sell all their fresh produce at locations in Hardin, several in Billings, Joliet, Miles City and Absarokee, Miles City as well as in northern Wyoming. Beartooth FADC assisted Flo in developing his application for the Business and Marketing Grant for new bags for the corn that have their logo and Facebook information on them. After purchasing the new bags Beartooth FADC assisted Flo in applying for a GTA program for the development of their greenhouse and retail location, they were successful and will receive \$50,000.00 for this project. The new greenhouse is completed and will be utilized next year to grow more produce and increase the profitability of their family business, building a great business in Hardin, MT. Beartooth FADC continues to stay in contact with Flo to discuss new potential opportunities for the business.

Beartooth FADC Initial Contact/ Outreach

Sweatwater Cafe- Billings, MT

Consumer Direct Beef Business – Big Timber, MT

Montana Outlaw Bar B Que- Billings, MT

Beartooth Economic Development Director Report

Big Horn County – Housing Needs Assessment Study

- 216 Completed Surveys. Report and Presentation to be finalized at the end of February.
- Crow Agency – Christmas Bazaar Booth Set Up
- In-Depth Interviews with Tribal Members.

City of Hardin – Economic Development Strategy

- Partnered with Tina Toyne and Consultant (Ayres Associates) on the In-Depth Interviews with downtown businesses and stakeholders.

City of Big Timber - MAP EJ Grants

- Tier 3 subgrants. 2 years (project development projects)
- Civic Centre Upgrades - Construction of an ADA-Compliant Bathroom & Commercial Kitchen
- Goals – Year-Round Multi-Purpose Use & Improved Emergency Shelter Capability

City of Laurel

- Invited by the Laurel Small Business Alliance to present to the Small Business Community about Beartooth RC&D's service offerings.
- Representing Beartooth RC&D and active participation in Laurel Urban Renewal Agency (LURA) monthly meetings.

Proposal for Creating a Regional Online Business Directory and Resource Library

- Application to USDA's RBDG Program due Feb 28th
- Goals: Increase Business Visibility, Continuous Engagement and Communication and Resource Accessibility
- Develop a more robust and user-friendly website to enhance communication with small businesses and the regional community creating better economic engagement.

Project Manager/Executive Assistant Report

Rural Community Development Initiative (RCDI) with Red Lodge Area Community Foundation (RLACF/Angela)

- Closed on Roberts property; working on renovating the existing bungalow to be able to rent by March. Construction of homes/rentals will begin in 1 year or less.
- Meeting with local schools (Red Lodge, Roberts, & Bridger) to discuss an agreement whereby schools could pay a set amount to maintain First Right of Refusal on one or more units for teaching staff. Units will remain affordable through partnership with Trust Montana.

RCDI with City of Hardin (Tina Toyne)

- Grant extension was approved through March 31, 2025. Scheduling some training/education for Tina as part of that extension.
- New EDD Lawrence Killsback hired by Big Horn County. Tina and Beartooth staff meeting with Lawrence on Jan. 16th.
- City selected Ayres to conduct their EcDev Strategy. Ayres is doing a good job on the County Housing Needs Assessment. Gaurav is assisting with both.

RCAC (Rural Community Assistance Corporation) Grant in Columbus

- December: Small group (Value Chain) meetings to discuss plans for each group (Infrastructure, Housing, Youth, Downtown Beautification, and Tourism & Recreation).
- 4th ROCE (Recharge Our Community's Economy) Workshop was on Mon, Jan. 13th.
- Monthly small group meetings will continue as we work to make goals a reality for 2+ years.

Miscellaneous

- Beartooth submitted MAP EJ (Mountains and Plains Environmental Justice) grant app to assist Sweet Grass County.
- Communication, communication, communication

Frequently Used Acronyms

BIA – Bureau of Indian Affairs
BLM – Bureau of Land Management
BRCD – Beartooth RC&D
BSEDA – Big Sky Economic Development Association
BSTF – Big Sky Trust Fund
CDBG – Community Development Block Grant
CRDC – Certified Regional Development Corporation
CEDS – Comprehensive Economic Development Strategy
CTEP – Community Transportation Endowment Program
EDA – Economic Development Administration
EDD – Economic Development District
FADC- Food and Ag Development Center
GIS – Geographic Information Systems
GPS – Global Positioning System
GTA- Growth Through Ag Grant and Loan
HOME – Montana Home Investment Partnerships Program
HUD – US Department of Housing and Urban Development
IRP – Intermediary Relending Program
LESA – Land Evaluation Site Assessment
MBOI – Montana Board of Investments
MDOA- Montana Department of Agriculture
MDOC – Montana Department of Commerce
MDOL – Montana Dept. of Labor
MDOT – Montana Dept. of Transportation
MDFWP – Montana Dept. of Fish, Wildlife and Parks
MEDA – Montana Economic Developers Association
MMEC- Montana Manufacturing Extension Center
NADO – National Association of Development Organizations
NHS – Neighborhood Housing Services
NRCS – Natural Resource Conservation Service
RBDG – Rural Business Development Grant
RC&D – Resource Conservation & Development
RCDI – Rural Community Development Initiative
RD – Rural Development (a division of USDA)
RCPP- Regional Conservation Partnership Program
REAP- Rural Energy for America Program
RLF – Revolving Loan Fund
RMAP- Rural Micro entrepreneur Assistance Program
SBA – Small Business Administration
SBDC – Small business Development Center
SSBCI- State Small Business Credit Initiative
TIFD – Tax Increment Finance District
TSEP - Treasure State Endowment Program
USDA – United States Department of Agriculture
USFS – United States Forest Service
LSL- Lead Service Lines

File Attachments for Item:

8. Arbor Day 2025 Proclamation



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Dave Waggoner, Mayor of the City of Laurel, do hereby proclaim April 25, 2025 as

Arbor Day

In the City of Laurel, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 14th day of January 2025
 Mayor _____

File Attachments for Item:

9. Budget/Finance Committee Minutes of December 23, 2024.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, December 23, 2024**

Members' Present: Richard Klose, Casey Wheeler, Heidi Sparks, Michelle Mize

Others Present: Amber Hatton, Mayor Dave Waggoner, Kelly Gauslow

The meeting was called to order by the Committee Chair at 5:30 pm.

Public Input: There was no public comment.

General Items –

1. Review and approve December 10, 2024, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of December 10, 2024. Casey Wheeler seconded the motion. With no objection, the minutes of December 10, 2024, were approved. There was no public comment or Committee discussion.
2. Review and approve purchase requisitions. The mayor explained the purchase of a new 74-inch diesel lawn mower to be shared by the cemetery and parks departments to the committee as Matt Wheeler the public works director was not present. Matt received two quotes: One from Meadow Green in the amount of \$22,651.00 and one from Kubota for \$28,983.00. Due to the price difference Matt is suggesting the mower from Meadow Green in the amount of \$22,651.00. Heidi Sparks moved to approve the purchase requisition for a new 74-inch diesel mower to be purchased from Meadow Green. Michelle Mize seconded the motion. With no objection, the purchase requisition for a new mower was approved. There was no public comment or Committee discussion. There was another purchase requisition for a new oil burning furnace for the city shop. It was explained to the committee that the furnace that is currently in the shop is very old and has not been working. The public works department has been trying to repair it, but because of the age of the furnace parts are very hard to find. Heidi Sparks moved to approve the purchase requisition for a new oil burning furnace for the city shop. Casey Wheeler seconded the motion. With no objection, the purchase requisition for a new furnace was approved. There was no public comment or Committee discussion.
3. Review and recommend approval to Council; claims entered through December 20, 2024. Michelle Mize moved to approve the claims and check the register for claims entered through December 20, 2024. Heidi Sparks seconded the motion. With no objection, the claims and check register of December 20, 2024, were approved. There was no public comment or Committee discussion.
4. Review and approve Payroll Register for the pay period ending November 24, 2024, totaling \$237,386.34. Heidi Sparks motioned to approve the payroll register for the pay period ending November 24, 2024, totaling \$237,386.34. Michelle Mize seconded the motion. With no objection, the payroll register for November 24, 2024, was approved. There was no public comment or Committee discussion.
5. Review and approve Payroll Register for the pay period ending December 8, 2024, totaling \$299,645.93. Heidi Sparks motioned to approve the payroll register for the pay period ending December 8, 2024, totaling \$299,645.93. Michelle Mize seconded the motion. With no objection, the payroll register for December 8, 2024, was approved. There was no public comment or Committee discussion.
6. Review and approve November 2024 monthly financial statement. Heidi Sparks moved to approve the November 2024 monthly financial statement. Michelle Mize seconded the motion. With no objection, the November 2024 monthly financial statement was approved. There was no public comment or Committee discussion.

New Business –None

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending December 8, 2024.
2. Mayor Update – The mayor did not have any updates. Merry Christmas.
3. Clerk/Treasurer Financial Update-Kelly was absent from the meeting, so there were no updates from the finance office.

Announcements –

1. The next Budget and Finance Committee meeting will be held on January 14, 2025, at 5:30 pm.
2. Richard Klose is scheduled to review the claims for the next meeting.

Meeting Adjourned at 5:45 p.m.

Respectfully submitted,



Kelly Strecker
Clerk Treasurer

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

File Attachments for Item:

10. Laurel Urban Renewal Agency Minutes of November 22, 2024.



**MINUTES
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
FRIDAY, NOV 22, 2024
11:00 AM**

A LAUREL URBAN RENEWAL AGENCY meeting was held in Jury Room and called to order by Cami at 9:00 p.m. on Nov 22nd, 2024

COMMITTEE MEMBERS PRESENT:

x	Judy Goldsby		Mardie Spalinger
x	Cami Story	x	Daniel Klein
x	Cheryl Hill	x	Kurt Markegard

OTHERS PRESENT:

x	Forrest Sanderson
x	Doug Whitney
	Dianne Lehm
	KLJ

General Items:

Roll Call

Approval of Minutes – Judy made a motion to approve minutes Daniel 2nd – all in favor

New Business:

We Reviewed Engineering RGQ Scoring

Old Business:

Announcements:

Adjourn Meeting: Daniel made a motion to adjourn the meeting Judy 2nd at 11:30

Next meeting is Dec 2nd 9am

Respectfully submitted,

Cheryl Hill

Cheryl Hill

LURA Secretary

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:

11. Laurel Urban Renewal Agency Minutes of December 2, 2024.



**MINUTES
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
FRIDAY, DEC 2ND, 2024
9:00 AM**

A LAUREL URBAN RENEWAL AGENCY meeting was held in Jury Room and called to order by Cami at 9:00 p.m. on Dec 2nd, 2024

COMMITTEE MEMBERS PRESENT:

x	Judy Goldsby	x	Mardie Spalinger
x	Cami Story	x	Daniel Klein
x	Cheryl Hill	x	Kurt Markegard

OTHERS PRESENT:

x	Forrest Sanderson
x	Doug Whitney
	Dianne Lehm

General Items:

Roll Call

Approval of Minutes – we will approve minutes at next meeting from Nov 22nd 2024

New Business:

Listened to interviews from the following firms – Stahly, Triple Tree and KLJ

Discussed about the interviews and scored the interviews

Judy made a motion to recommend Triple Tree to city council for hiring Mardie 2nd - all in favor

Old Business:

Announcements:

Forrest will present the recommendation to city council Dec 17th

Forrest presented work hours to the board

Adjourn Meeting: Daniel made a motion to adjourn the meeting Mardie 2nd at 12:30

Next meeting is Jan 6th at 11am

Respectfully submitted,

Cheryl Hill

Cheryl Hill

LURA Secretary

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:

12. Park Board Minutes of January 2, 2025.

Laurel Park Board Minutes for January 2, 2025.

In attendance is Richard Klose, Phyllis Bromgard, Irv Wilke, Tom Canape, and Jon Rutt.

Matt Wheeler was in attendance for the City.

The meeting was called to order at 5:29 and 3 visitors were in attendance. They were invited by Phyllis Bromgard.

Public Comment: Morgan Cole, 3166 Chief Looking Glass, Laurel, MT 59044 runs Groovy Grazers. Phyllis invited them to discuss starting a community garden in a Laurel Park. Behind Log Cabin in Fireman's Park. They have 8 containers to build an elevated garden. They want to make it sustainable and to be self-funded. They will be placed on the agenda for the February 6 meeting. Possible undeveloped parks could be used.

Minutes from Dec 5th meeting - Richard Klose made a motion and Phyllis Bromgard seconded, motion passed.

No New Business

Old Business

2. Other Parks in Laurel- Parts ordered for playground equipment needing repairs.
3. Tennis Courts – Nothing new
4. Riverside Campground/other items - The shower house is gone down at Riverside Park. Discussion followed on pulling the old bollards and placing large rocks where needed.
5. American Legion Building at Riverside Park - Nothing new.
6. Riverside Park/Lead Cleanup – Moving slowly and no news
7. Riverside Hall/Lions Club – The hall is being rented more and improvements are on hold.

Other Items

License Plates bring in \$350 to \$400 per month. Evan Bruce has moved to Broadus and will need to be replaced. Some discussion on installing a large net 20' high on the east side of Billie Riddle Splash Park for foul balls. The Laurel Tree Board needs members and discussion followed on merging with the Park Board.

Richard moved Phyllis seconded adjourning the meeting. Motion passed.

February 6 is the next meeting.

Meeting adjourned at 6:13

File Attachments for Item:

13. Appointment of Tom Canape to the City/County Planning Board for the remainder of a two-year term ending June 30, 2025.

TOM CANAPE

WARD 1B COUNCIL MEMBER

CONTACT

406-861-2400
Ward1b@laurel.mt.gov

RECIPIENT

Mayor Dave Waggoner
Laurel City Hall
115 W. 1st St
Laurel, MT 59044

Dear Mayor,

This letter is my application for appointment to the
Yellowstone City – County Planning Board.

I am interested in becoming familiar with the City's Growth
Management Policy.

Thank you for your consideration in reviewing my request. I
look forward to discussing this with you.

Sincerely,

Tom Canape

File Attachments for Item:

14. Resolution No. R25-01: Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.

RESOLUTION NO. R25-01

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN
A MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST
SHARING FOR PUBLIC TRANSPORTATION SERVICES WITH THE ADULT
RESOURCE ALLIANCE OF YELLOWSTONE COUNTY.**

WHEREAS, this Memorandum of Understanding (“Agreement”) is entered into between Yellowstone County (“County”), the City of Billings (“Billings”) and the City of Laurel (“Laurel”) (collectively “the Parties”) for purposes of creating and implementing processes and procedures for complying with requirements set forth by the Montana Legislature in the laws collectively known as House Bill 121 (“HB121”) during the 2021 Legislative session;

WHEREAS, the County, Billings and Laurel are parties to the agreement that creates the multi-jurisdictional service district created to provide health services and health department functions known as the “Interlocal Agreement”;

WHEREAS, by virtue of HB121, the Parties are subject to various rights and responsibilities created by the Interlocal Agreement; and

WHEREAS, it is the intent of the Parties to comply with HB121 and to set forth as clearly as possible the methods of doing so for each as well as for the Parties collectively.

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

Section 1: Approval. The Memorandum of Understanding by and between the City and ARA of YC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. 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 14 day of January 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 14th day of January 2025.

APPROVED by the Mayor on the 14th day of January 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST SHARING
FOR
PUBLIC TRANSPORTATION SERVICES BETWEEN
THE CITY OF LAUREL, MONTANA AND THE ADULT RESOURCE ALLIANCE OF
YELLOWSTONE COUNTY**

WITNESSETH:

WHEREAS, the City of Laurel (hereinafter “the City”) and Montana and Adult Resource Alliance of Yellowstone County (hereinafter “ARA of YC”) desire to work together to provide public transportation services for residents living within a one-mile radius of the City limits;

WHEREAS, the City intends to continue operation of an on-demand service for residents in addition to a regularly scheduled transportation service between the City of Laurel and City of Billings;

WHEREAS, the City and ARA of YC desire to avoid duplicating services by coordinating their services and establishing an ongoing process to allow cooperation in the operation of public transportation services;

WHEREAS, the City intends to continue operating a public transit system in FY 2024-2025 in cooperation with ARA of YC to serve residents of the City of Laurel and Yellowstone County; and

NOW THEREFORE, based on the above recitals, the following Memorandum of Understanding is hereby entered into by the City and ARA of YC.

SECTION I

It is hereby agreed that the City of Laurel, hereinafter referred to as "City", and Adult Resource Alliance of Yellowstone County, hereinafter referred to as “ARA of YC”, agree to jointly participate to provide for the operation of public transportation services as described herein, which may be altered through an amendment of this MOU. The Parties to this MOU will be referred to as the "Parties" who acknowledge they each will share a portion of the fiduciary responsibility for operation of the public transit system. Individual and shared responsibilities in this effort shall be as follows:

SECTION II

1. Each Party will be responsible for reviewing the current system and any new policies and procedures related to the provision of the public transit system including but not limited to policies, service levels, fares, budgets, services for the disabled, information systems, environmentally sensitive technologies, and other matters of concern. Meetings shall be scheduled as needed to evaluate the overall program and contents of this agreement to determine if changes are necessary to improve services provided hereunder.

2. For the term of this MOU, the Parties will share the operation of the transit service through the provision of services as follows:
 - a. The City shall provide for use two transport vehicles, a Ford Endera for everyday on demand use, and the Dodge Sprinter for Billings runs. The ARA of YC bus, which is stored at the Laurel Senior Center, being used for back-up should either the Ford Endera or Dodge Sprinter break down. The City shall provide dispatching services through its existing staff. In addition, the City shall provide routine maintenance for its transport vehicles and the transport vehicle owned by the ARA of YC. Routine maintenance shall include oil changes, windshield wipers, filters, tire rotation, and basic fluids. Each Party agrees to pay for the cost of parts and major repairs after the State reimbursement rate for their respective vehicles. Major repairs are any repair costing over \$1000.00.
 - b. ARA of YC shall provide for use, one existing transport vehicle as back-up to the Laurel Transit System, one driver and back-up drivers as needed. ARA of YC shall utilize the City for dispatch services for purposes of scheduling on-demand service within Laurel and for regularly scheduled rides to/from Billings.
 - c. The City shall assist with the currently available demand/response service as needed and will additionally provide regular transit service between the City of Laurel and City of Billings.
 - d. The City will be the recipient of all funds derived from all federal and MDT (state) assistance or grants paid for the transit operation, along with any revenue received through vouchers or cash, daily.
 - e. The City shall provide marketing and public information services on transit operations including the preparation and distribution of timetables and another route and schedule information.
 - f. The City will prepare preliminary budget estimates, productivity reports and service summaries each year sufficiently in advance of City Council consideration to allow for analysis and input to the Council. These documents can be used by the Local Partners for planning in advance of the City's Recommended Annual Budget and would provide the basis for negotiating annual service agreements.
 - g. The City of Laurel will reimburse the ARA of YC quarterly at the State rate of 54% of the wage, benefits and fringe. The ARA of YC shall submit its financials to the City of Laurel by the 15th of the month following the end of the preceding quarter reflecting the reimbursement.
 - h. Jointly implement policies and procedures that encourage the use of public transportation.
 - i. Jointly implement policies and procedures that follow the City of Laurel Transportation Program policies and procedures.

3. During the term of this agreement, the Parties may seek to add additional parties to this agreement in order to further enhance the provision of transit services provided hereunder. Further, the Parties may seek additional riders to expand the service.
4. The Parties will be responsible and cooperative in considering any requests for changes in service including additional services, as well as, service reductions if financially necessary. However, the Parties agree that this agreement requires service (service is defined as a split between dispatch and drivers) to be provided for 40 hours per week and no reduction in service may result in the service being offered less than 40 hours per week.
5. The Parties shall carry over any losses from the operation of the transportation system and incorporate such losses in the next year's budget for transit services allocating such losses proportionately to the Parties, taking into consideration all routes provided.
6. The City will on a timely basis review and negotiate its annual contract for public transportation services with terms in substantial agreement with the terms of this MOU.
7. The Parties shall support the operation of public transit services consistent with the terms of this MOU and any associated annual agreements.
8. The Parties agree that there will be fares charged to customers utilizing the transit system to off-set the cost of operation. The fares shall be reviewed as needed and increased to reflect the costs of the system.

SECTION III

1. The Parties agree that the term of this MOU shall be one year, and will auto renew each January 1st unless terminated by either party. Either party may terminate its participation in this MOU by giving at least 180 days written notice of termination. The termination of the MOU will not affect the responsibilities established in any existing or future annual operating contract for transportation services that may be in effect at that time, such as a vanpool service, or contracts for service with public and/or private businesses within the City of Laurel.
2. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall negotiate informally to resolve the dispute. If such informal negotiations are not successful, the parties shall jointly select a mediator to mediate their dispute within 30 days of the dispute. If they do not reach such solution within a period of 60 days following the mediation, or if the parties cannot agree on a mediator, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
3. Controversy arising from this contract may result in litigation. Arbitration is not

available. This Contract shall be governed by Montana law.

4. In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, Yellowstone County.

SECTION IV

1. ARA of YC understands this contract includes requirements specifically prescribed by Federal law or regulation and does not list all Federal laws, regulations, and directives that may apply to ARA of YC or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Agreement MA(24) at the FTA website:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>.

The clauses in this contract have been streamlined to highlight the most prevalent regulations that govern this award, however additional Federal laws, regulations and directives contained in the Master Agreement will apply. ARA of YC's signature upon this document acknowledges they have read and understand the Master Agreement.

2. No employee, officer, board member or agent of ARA of YC shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - a. The employee, officer, board member or agent;
 - b. Any member of his or her immediate family;
 - c. His or her partner; or An organization which employs or is about to employ any of the above; has a financial or other interest in the firm selected for award. ARA of YC's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of Sub-agreements.

SECTION V

Any party to this MOU may request an amendment to the MOU by written request to the other Party. The Parties shall meet to discuss any requested amendment within thirty days of receipt of such request. Amendments to this MOU will be effective only after approval in writing by all parties and subsequent City Council approval.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized to sign the same, the Mayor for the City as authorized by the City Council and ARA of YC Board of Directors.

CITY OF LAUREL

Dave Waggoner, Mayor

Date

ATTEST

Kelly Strecker, Clerk/Treasurer

Date

ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY



Erika Purington, Executive Director

11/10/2025

Date

File Attachments for Item:

15. Resolution No. R25-02: A Resolution Of The City Council Approving A Transportation Coordination Plan For The City Of Laurel Transit.

RESOLUTION NO. R25-02

A RESOLUTION OF THE CITY COUNCIL APPROVING A TRANSPORTATION COORDINATION PLAN FOR THE CITY OF LAUREL TRANSIT.

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

Section 1: Approval. The Transportation Coordination Plan for the City of Laurel Transit (hereinafter “Transportation Coordination Plan”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Transportation Coordination Plan on behalf of the City.

Introduced at a regular meeting of the City Council on the 14th day of January 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of January 2025.

APPROVED by the Mayor the 14th day of January 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

TRANSPORTATION COORDINATION PLAN

LAUREL TRANSIT

MONTANA DEPARTMENT OF TRANSPORTATION

FY-26

Prepared by:

City of Laurel

Kelly Strecker, Clerk/Treasurer

Scheduled for City Council Adoption: January 14, 2025

Montana Coordination Plan Outline

Adoption by Transportation Advisory Committee:

The relevant transportation providers and agencies are described in more detail.

Laurel Transit:

Laurel Transit (also referred to as the transit system) is working to provide a successful on-demand service for public transportation within the City limits of Laurel while offering regular service to Billings. Laurel Transit is looking to contract with as many agencies in the area as possible to provide expanded service. It is currently not feasible for Laurel to have a fixed route system; however, accommodations for such a system are being discussed such as bus benches and signs within the City.

Laurel Transit Schedules:

Laurel Transit operates Monday-Friday 10:00 AM – 4:00 PM. The Billings service route begins at 7:30 and in-town service begins at 10:00 am.

Agencies Involved:

- Adult Resource Alliance of Yellowstone County -- ARAYC has partnered with the City of Laurel to provide the driver for the bus and the cell phone. ARAYC previously operated the senior bus in Laurel, which was absorbed with the formation of Laurel Transit. The City works very closely with ARAYC to ensure the level of service delivered through the senior bus program is continued in Laurel Transit.
- Tender Nest Assisted Living—Contact with Tender Nest Assisted Living continues, and the facility has contracted with the City for vouchers.
- COR – There is a plan to include COR in future TAC meetings.
- Riverstone Health – The transit system is working to contract demand/response service for Riverstone Health patients.

- Laurel Senior Center – The Sprinter bus is currently stored in a garage at the Senior Center. Frequent trips are taken to the senior center for rider visits.
- Laurel Health and Rehab- Continues to utilize the bus service for transportation purposes for their clients and residents.
- MET- contact with MET in Billings has been made in hopes to grow the Laurel Transit system and gain new ideas.

Public Involvement:

The Transportation Advisory Committee meets quarterly. Meetings notices are published on the City of Laurel website and at City Hall. Meetings are open to the general public. For more participation at TAC meetings, more community outreach will be done to involve public participation.

Private Sector:

The City of Laurel does not have any private transportation system available.

Needs Assessment and Plan to Increase Ridership:

The Laurel Transit will be starting focus groups this fiscal year in order to determine the needs of the community and their transit provider. The focus groups will include current riding members, City staff, other transportation providers, healthcare employers, and other members from the community. The groups will focus on the current challenges the transit program faces and get a better idea of how to improve the system. The City was awarded a grant for a new 14-passenger bus. The date of delivery is still unknown.

The Laurel Transit System has stepped up its advertising strategies by designing and distributing flyers with route information and publishing that flyer in the Laurel Outlook on a regular basis. There have been talks with the Adult Resource Alliance regarding placing advertisements on the new transit bus. This type of advertisement may be an option for other local businesses, once the new transit bus arrives.

Transportation Advisory Committee (TAC) Meetings:

The Laurel TAC meets on a quarterly basis. The TAC is comprised of City staff, community interested members and representatives from Residential Support Services, the Adult Resource Alliance of Yellowstone County, and other interested parties. For more participation at TAC meetings, more community outreach will be done to involve public participation.

File Attachments for Item:

16. Resolution No. R25-03: A Resolution Of The City Council Approving A Preventative Maintenance Plan For City Of Laurel Vans And Small Busses In Passenger Service.

RESOLUTION NO. R25-03

A RESOLUTION OF THE CITY COUNCIL APPROVING A PREVENTATIVE MAINTENANCE PLAN FOR CITY OF LAUREL VANS AND SMALL BUSES IN PASSENGER SERVICE.

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

Section 1: Approval. The Preventative Maintenance Plan for City of Laurel Vans and Small Buses in Passenger Service (hereinafter “Preventative Maintenance Plan”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Preventative Maintenance Plan on behalf of the City.

Introduced at a regular meeting of the City Council on the 14th day of January, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of January, 2025.

APPROVED by the Mayor the 14th day of January, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY HALL
115 W. 1st. St.
PUB WORKS: 628-4796
PVD FAX: 628-2241
WATER OFFICE: 628-7431
WTR FAX: 628-2289
MAYOR: 628-8456

City of Laurel

P.O. Box 10
Laurel, Montana 59044



DEPARTMENT

City of Laurel Preventative Maintenance Plan

Adopted _____ By Laurel City Council

The City of Laurel follows the minimum maintenance schedule for

vans and small buses in passenger service:

Every 3,000 miles:

1. Change motor oil.
2. Replace oil filter.
3. Check the chassis and lubricate if needed.

Every 5,000 miles:

1. Rotate tires if applicable, replace if necessary. (Dully) tires cannot be rotated.

Every 10,000-12,000 miles

1. Tune Engine.
2. Replace spark plugs.

Every 15,000-20,000 miles:

1. Service Transmission.
2. Change Oil in rear axle differential.

As needed:

1. Spark Plugs and Coil Wires.
2. Belts and Hoses.

In addition, other items of maintenance are bound to occur:

1. Alternator replacement.
2. Starter motor replacement.
3. Windshield Wiper motor replacement.
4. Exhaust components, including mufflers, manifolds, pipes, hangers, and clamps.
5. Headlamps, and bulbs for turn signals, brake lights, and marker lights.
6. Vehicle Interior fittings and seat material.
7. Windshield Wiper Blades.
8. Wheelchair lift components.
9. Wheelchair restraint components.

Preventative Maintenance is a must for all passenger-carrying vehicles and other equipment: there are no exceptions. A strict maintenance and inspection program is as important for providing a dependable service as is fuel in the tank.

City of Laurel Goal:

- ❖ To ensure proper running condition, cleanliness, and proper equipment of all vehicles of City of Laurel transit system.
- ❖ To provide less down time for the vehicles and timely maintenance for repairs before a breakdown can occur.

Objectives:

- ❖ To provide proper training classes for all drivers to understand the importance of pre-trip inspections and post-trip checks.
- ❖ To perform pre-trip inspections of all vehicles before they make a trip
- ❖ To perform preventative maintenance on all vehicles at 3 months or 3,000 miles of use and a once a year or 50,000-mile check.
- ❖ To have a monitoring system in place to ensure that the preventative maintenance program is being performed.
- ❖ To perform preventative maintenance and servicing on new vehicles to maintain warranty coverage and recover costs of warranty repairs.

WHEELCHAIR LIFT PRE-OPERATIVE SAFETY CHECKLIST

- Run lift through one complete cycle to be sure it is operable before attempting to pick up a passenger. Check for seal leakage and the binding of hardware
- Check for physical damage and "Jerky" operation. Look for hazardous protrusions, exposed edges, etc. Make sure all protrusions are adequately padded.
- Check all Fasteners. All bolts should be snug.
- Make sure lift is properly secured to vehicle when stored.
- Clean the lift completely of dirt, mud, gravel and corrosive elements such as salt.
- Make all necessary repairs immediately. Do not use lift in an unsafe condition.

POST- TRIP PROBLEMS

Month	Brakes	Lights	Noise	Steering	Interior	Body	Misc.	Explanation of Problem
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
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File Attachments for Item:

17. Resolution No. R25-04: Resolution Of Intent Of Zone Change And Zoning Map Amendment And To Set Public Hearing.

RESOLUTION NO. R25-04

**RESOLUTION OF INTENT OF ZONE CHANGE AND ZONING MAP
AMENDMENT AND TO SET PUBLIC HEARING.**

WHEREAS, Paul Nelson and School District No. 7 (hereinafter “the Applicants”) have applied to the City of Laurel for a Zoning Map Amendment and Zone Change for the property generally described as the “Old Laurel Middle School,” located in Laurel, Montana, and more particularly described as:

Lots 1-20 Block 19 Laurel Realty 2nd Subdivision, located in Section 9 Township 2 South Range 24 East P.M.M. City of Laurel, Yellowstone County, Montana, commonly known as the “Old Laurel Middle School,” 410 Colorado Avenue.

WHEREAS, the application for a Zoning Map Amendment and Zone Change was submitted on November 8, 2024, and a public hearing was conducted on December 18, 2024 by the Laurel Zoning Commission;

WHEREAS, the Laurel Zoning Commission has conducted a factual and legal analysis of the Zoning Map Amendment and Zone Change, which is contained within the Zoning Commission Recommendation, ZC-24-01, Laurel Schools – Paul Nelson Zone Change Request, a copy of which is attached hereto and fully incorporated herein;

WHEREAS, the City will conduct a public hearing on February 11, 2025 at 6:30 p.m., in City Council Chambers, regarding the Zoning Map Amendment and Zone Change; and

WHEREAS, following public hearing, the City Council may either approve or deny the Zoning Map Amendment and Zone Change.

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

1. The City Council hereby adopts this Resolution of Intent to approve the Zoning Map Amendment and Zone Change;
2. The City will conduct a public hearing on February 11, 2025 at 6:30 p.m., in City Council Chambers, regarding the Zoning Map Amendment and Zone Change; and
3. Notice of the passage of this Resolution of Intent shall be published in a newspaper of record not less than twice before the Public Hearing.

BE IT FURTHER RESOLVED that after publication, City Council will consider approving the Zoning Map Amendment and Zone Change.

Introduced at a regular meeting of the City Council on the 14th day of January 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of January 2025.

APPROVED by the Mayor the 14th day of January 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

ZONING COMMISSION RECOMMENDATION - ZC-24-01
Laurel Schools – Paul Nelson Zone Change Request
December 20, 2024

R-6000 to RMF

BACKGROUND:

The City of Laurel is an incorporated City within the State of Montana with powers established under the Constitution of Montana XI.4. The power and processes for the City to establish zoning regulations are found in §76-2-301 et. seq. M.C.A.

From Montana Cadastral, the property has been used for school purposes since at least 1910, it is divided into 20 approximately 4,500 square foot lots (all of which are non-conforming but as preexisting non-conforming uses each lot could be developed with a single-family dwelling plus an accessory dwelling for a total of 40 dwelling units. The lots could be redesigned into 15 conforming 6,000 square foot lots and developed with 30 conforming duplex structures. Commercial and industrial uses are by and large not allowed in the R-6000 or the RMF. The appraisal value of the land and structures is \$5,537,546.00. The buildings by themselves are valued at \$5,195,480. Where the structure and uses of the property are governmental in nature, property taxes are not due or collected.

The proposal is to convert the buildings into condominium development with up to 45, studio, one- and two-bedroom units, related amenities and off-street parking in accordance with current zoning regulations. It would appear that the maximum development of the property with an RMF designation would be 36 units but that is a question for the Zoning Administrator and the question here is the proposed zoning consistent with the rational nexus for the adoption of zoning in the City of Laurel.

The application materials address several other points that outline the anticipated benefits of the project. The application materials are incorporated into this report by reference.

LEGAL DESCRIPTION:

Lots 1-20 Block 19 Laurel Realty 2nd Subdivision, located in Section 9 Township 2 South Range 24 East P.M.M. City of Laurel, Yellowstone County, Montana. Commonly known as the “Old Laurel Middle School” 410 Colorado Avenue.

APPLICANT(S):

Paul Nelson
20450 Highway 10 E
Clinton MT 59825

School District #7
Matt Torix
410 Colorado Ave
Laurel MT 59044

EXISTING CONDITION:

The subject property has been used as a Public School or for School District purposes since 1910. The property is served by public water, sewer, streets, solid waste, is wholly surrounded by R-6,000 Zoning Designation, and is approximately 2.07 acres in size.

PROCESS:

- The application for a Zoning Map Amendment (Zone Change) was submitted on November 8, 2024, and a public hearing was conducted on December 18, 2024 by the Laurel Zoning Commission.
- The City Council following the Public Hearing may not make changes to or conditional modifications to the zoning and map. The change may only be recommended for approval or denial. In either case, the decision must be supported by findings of fact and conclusions related to the rational nexus for the adoption of zoning or zoning amendments.
- Those findings of fact and conclusions as well as the record minutes of the public hearing will be submitted to the City Council for consideration, hearing and final decision.
- The City Council will conduct a duly noticed Public Hearing on the Zoning Commission recommendation and an Ordinance of the City Council on First Reading.
 - Should the Zoning Commission recommendation for approval be disapproved on First Reading the request is deemed to have been denied.
 - Should the Zoning Commission recommendation for approval pass on First Reading, another public hearing and Second Reading and adoption will be scheduled.
- If passed on Second Reading, the new zoning map assignment would become effective 30-days post Second Reading.

ZONES INVOLVED: Existing and Proposed

- R-6000 - Residential 6000 District.
 - The residential-6000 zone is intended to promote an area for a high, urban-density, duplex residential environment on lots that are usually served by a public water and sewer system.
- RMF – Residential Multifamily District.
 - The residential multifamily zone is intended to provide a suitable residential environment for medium to high density residential dwellings; and to establish, where possible, a buffer between residential and commercial zones.

RATIONAL BASIS OF ZONING:

In the State of Montana, all jurisdictions proposing to zone or rezone property or to adopt or revise their zoning regulations must issue findings of fact on a twelve-point test that constitute the rational nexus/legal basis for the adoption of a zoning district, zoning regulations, or changes to zoning or zoning regulations. This rational nexus is called the “Lowe Test”.

I. Is the zoning in accordance with the growth policy;

Findings of Fact:

- Both the RMF and R-6000 are generally applicable, City Established, zoning districts.
- The requested zoning is based in the Growth Policy. A simple look at the Growth Policy and future land use map will verify that the requested zone assignment is consistent with the text and mapping components of the Growth Policy.
- The Growth Policy, Future Land Use Map, designates the property as Residential. The Residential designation supports zoning assignment from R-7500 to RMF.
- The RMF designation is typically reserved for areas of proposed development, redevelopment or in areas where adaptive reuse of existing structures that are associated with significant land ownership is contemplated.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.

Conclusion: The requested zoning is in accordance with the Growth Policy and other adopted rules and regulations of the City of Laurel.

II. Is the zoning designed to lessen congestion in the streets;

Findings of Fact:

- The proposed zoning encourages compact walkable development as well as expanded opportunities for new uses.

- The property is located less than 700 feet from the Central Business District and residents would be able to walk or bicycle to essential services which would by default reduce the vehicular traffic on the streets.
- The proposed zoning encourages compact urban development as such the need for vehicular travel is limited.
- The property is located where all the necessary public infrastructure exists. Development or redevelopment in areas currently
- The proposed zoning in conjunction with the development standards adopted with the Subdivision Regulations will provide for flow through development, logical extension of the gridded infrastructure network, and encourage pedestrian-friendly growth.

Conclusion: The requested zone will lessen congestion in the streets by ensuring orderly growth and development of the property that is consistent with the proposed zoning and other regulations adopted by the City of Laurel.

III. Is the zoning designed to secure safety from fire, panic, and other dangers;

Findings of Fact:

- The proposed zoning will provide for consistency in development along with provision of police and fire protection.
- The proposed zoning incorporates enforcement of development standards, setbacks and compliance with the other development standards adopted by the City of Laurel.
- In addition to the zoning, the City of Laurel enforces the International Building Codes. The combination of regulations are life safety driven.
- The proposed zoning has restrictions on lot coverage, grading and development on steep slopes and other areas that are potentially hazardous. The difference between R-6000 and RMF is minimal.

Conclusion: The requested zoning will provide safety for residents and visitors to the city from fire, panic and other dangers.

IV. Is the zoning designed to promote health and the general welfare;

Findings of Fact:

- The proposed zoning imposes setbacks, height limits and building restrictions.
- The proposed zoning groups together like and consistent uses within existing neighborhoods.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.

- The current zoning regulations restrict development in hazardous areas.

Conclusion: The grouping together of like and consistent uses promotes the health and general welfare of all citizens of the City of Laurel. Further, the requested zoning is substantially consistent with the land use in the surrounding neighborhoods.

V. Is the zoning designed to provide adequate light and air;

Findings of Fact:

- The proposed zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The only difference between the existing and proposed zoning is the building height limit and lot coverage.
- The issue of lot coverage was diminished, in part, by the passage of legislation in the 2023 session.
- Where the existing building is being repurposed, the height limit question is moot where the structure being repurposed has existed for over 100 years.
- The proposed zoning implements the concept that the City of Laurel was developed historically on a gridded network. The draft zoning requires the perpetuation of this pattern. In doing so as the City plans for growth, the spacing and layout of new development will facilitate provision of light and air to new development.

Conclusion: The proposed zoning will ensure the provision of adequate light and air to residents of the City through a continuation of the dimensional standards and other development limitations.

VI. Is the zoning designed to prevent the overcrowding of land;

Findings of Fact:

- The proposed zoning imposes minimum lot size, use regulations and other limitations on development.
- The maximum potential development difference between the existing and proposed zoning is 6 dwelling units.
- The amenities and parking associated with the proposed development can be contained within the subject property.
- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The deeded property is 2.066 acres but when one includes the dedicated streets that were platted with the parent subdivision as being associated with the deeded ownership the 2.07-acre threshold has been met.

Conclusion: The existing standards of the requested zoning will prevent overcrowding of land.

VII. Is the zoning designed to avoid undue concentration of population;

Findings of Fact:

- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The requested zoning is one of four residential zoning districts that provide a continuum of residential densities and manage development to create land use compatibility.
- The requested zoning imposes minimum lot sizes, maximum number of residences on a single parcel and setback standards.
- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The deeded property is 2.066 acres but when one includes the dedicated streets that were plated with the parent subdivision as being associated with the deeded ownership the 2.07-acre threshold has been met.

Conclusion: The proposed zoning will prevent the undue concentration of population by encouraging the most appropriate use and residential density at any given location within the jurisdiction.

VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;

Findings of Fact:

- The requested zoning establishes minimum standards for the provision of infrastructure such as roads, sidewalks, water sewer, wire utilities and storm water management.
- The requested zoning encourages compact urban scale development and groups together similar uses that will not detract from the quality of life expected in Laurel while providing the economies of scale to extend water, sewer, streets, parks, quality schools and other public requirements.
- The requested zoning allows for the repurposing of an existing public building and takes advantage of the existing roads, water, sewer, schools, parks and other public services.

Conclusion: The standards of the requested zoning will insure the adequate provision of transportation, water, sewerage, school, parks, and other public requirements.

IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;

Findings of Fact:

- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The deeded property is 2.066 acres but when one includes the dedicated streets that were plated with the parent subdivision as being associated with the deeded ownership the 2.07-acre threshold has been met.
- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.

Conclusion: The requested zoning gives due consideration to the character of the existing neighborhoods within the city as well as suitability for the particular uses.

X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;

Findings of Fact:

- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.

- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.

Conclusion: The requested zone gives reasonable consideration to the peculiar suitability of the property for its particular uses.

XI. Will the zoning conserve the value of buildings;

Findings of Fact:

- The requested zone groups together like and consistent uses and is consistent with the existing zoning in the various neighborhoods of the City of Laurel.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.
- The proposed zoning reinforces that residential buildings will continue to be used for equal or greater potential residential purposes.
- The proposed zoning recognizes that buildings that are located in transitional areas have options either to remain as they are or to be converted to uses that reflect the highest and best use, in the owner's opinion, for the subject property.
- The renovation and repurposing of the existing building with an RMF zone will have a beneficial impact on surrounding properties compared to allowing the structure to become vacant, attractive nuisance having negative impacts on surrounding property values.

Conclusion: The requested zoning will conserve or in many cases enhance the value of buildings.

XII. Will the zoning encourage the most appropriate use of land throughout the municipality?

Findings of Fact:

- The proposed zoning will allow for the renovation and repurposing of an existing public building within the City of Laurel.
- The proposed zoning and zoning map provide for transitional areas between uses that may be incompatible.
- The requested zoning creates a new mixed-use district that is specifically intended to ease the transition between residential and commercial uses.
- The requested zoning is consistent with the type of development that exists and is occurring in the surrounding neighborhood.
- The proposed zoning recognizes that existing buildings have options, either to remain as they are or to be converted to uses that reflect the highest and best use, in the owner's opinion, for the subject property while maintaining continuity in the neighborhood.
- The renovation and repurposing of the existing building with an RMF zone will have a beneficial impact on surrounding properties compared to allowing the structure to become vacant, attractive nuisance having negative impacts on surrounding property values.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.
- RMF is and has been assigned adjacent to both the R-7500 and R-6000 zoning assignments. With all but one of the current assignments being adjacent to R-6000.
-

Conclusion: The requested zoning will encourage the most appropriate use of land not only in the neighborhood but throughout the City of Laurel.

OTHER NOTABLE FACTORS:

- In order to proceed with the project, subdivision review will be required. The aggregation of 20 existing lots into one lot, is a subdivision subject to review 76-3-207(2)(a) MCA.
- The conversion of the property from public to private ownership will increase the taxable valuation of the City of Laurel and Yellowstone County.
- The mandates associated with SB 382 and other legislation passed during the 2023 Legislative Session requiring communities with greater than 5,000 population to increase opportunities and options for housing within the community.

ATTACHMENTS:

- ✓ List of Uses and Dimensional Standards R-6000
- ✓ List of Uses and Dimensional Standards RMF
- ✓ Reduced Laurel Zoning Map 2023

NOTE:

The findings of fact and conclusions contained in this report which reference acceptable or reduction of cumulative impacts are predicated on the maximum potential development of the subject property, the existing conditions and the prevailing and proposed zoning regulations.

RECOMMENDATION:

Zoning Commission Recommends that the City Council find that the requested zoning is consistent with the Laurel-Yellowstone Growth Policy; that the rational nexus for the adoption of zoning has been met or exceeded; and that the citizens of Laurel have participated in the creation of the proposed rezoning process. Further, that the Zoning Commission recommend that the City Council adopt the Zoning Classification of RMF on Lots 1 – 20 Block 19 Laurel Realty 2nd Subdivision, located in Section 9 Township 2 South Range 24 East P.M.M. City of Laurel, Yellowstone County, Montana.

SUGGESTED FORM OF MOTION:

1. I move to adopt Zoning Commission Report ZC-24-01 as findings of fact and conclusions of law.
2. I move to recommend that the City Council adopt the requested zoning of Lots 1 – 20 Block 19 Laurel Realty 2nd Subdivision, located in Section 9 Township 2 South Range 24 East P.M.M. City of Laurel, Yellowstone County, Montana from R-6000 to RMF.

File Attachments for Item:

18. Resolution No. R25-05: A Resolution Of The City Council Approving A Contract With Triple Tree Engineering To Act As A TIF Engineer.

RESOLUTION NO. R25-05

**A RESOLUTION OF THE CITY COUNCIL APPROVING A CONTRACT WITH
TRIPLE TREE ENGINEERING TO ACT AS A TIF ENGINEER.**

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

Section 1: Approval. The Contract with Triple Tree Engineering, to act as a TIF Engineer, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Triple Tree Engineering Contract on behalf of the City.

Introduced at a regular meeting of the City Council on the 14th day of January, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of January, 2025.

APPROVED by the Mayor the 14th day of January, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of January 14, 2025 (“Effective Date of the Agreement”) between
City of Laurel (“Owner”) and
Triple Tree Engineering, Inc. (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.
- D. Engineer shall provide monthly progress status updates to the LURA board; summarizing the project status and progress made the previous month on all open task orders.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 3 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement (up to two 1-year extensions), with or without changes, by written instrument establishing a new term.

3.02 Times for Rendering Services

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of

payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

- c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this

Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

- 8.06 Affirmative Action: Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: City of Laurel

ENGINEER: Triple Tree Engineering, Inc.

By: _____
Print Name: Dave Waggoner
Title: Mayor

By: _____
Print Name: Bradley Koon
Title: President

Engineer License or Firm's Certificate No. (if required):

State of : Montana (14124)

Date Signed: _____

Date Signed: _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

115 W 1st Street
Laurel, MT 59044

1145 Cap Road
Helena, MT 59602

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Kurt Markegard

Brad Koon

Title: CAO

Title: Project Manager

Phone Number: (406)208-2356

Phone Number: (406) 461-0692

Address: 115 W 1st Street, Laurel, MT 59044

Address: 1145 Cap Road, Helena, MT 59602

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

E-Mail Address: bkoon@tripletreemt.com

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- 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.

[or]

- as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

- 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:

[Select one of the following three options and delete the other two.]

- 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.

[or]

- as follows: [] *[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]*

[or]

- those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *[State any additions or modifications to Exhibit B for this Specific Project here.]*

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: *[Revise and amend for each specific Task Order.]*

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents,	Within [] days of Owner’s authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

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

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or

delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Part 1 of Exhibit A)	\$[]	[]
	a. Study and Report Phase (A1.01)	\$[]	[]
	b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
	c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
	d. Construction Phase (A1.05)*	\$[]	[]
	e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
	f. Post-Construction Phase (A1.06)	\$[]	[]
	g. Commissioning Phase (A1.07)	\$[]	[]
	h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)		\$[]	
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a []-month continuous construction period.

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

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

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

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 [].

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. 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, Standard General Conditions of the Construction Contract, 2013 Edition), 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.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 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.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final 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.
- C. 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.

A1.04 *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. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. 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.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *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 (2013 Edition), 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):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
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.
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. 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 A1.05.A.17. 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 A1.05.A.21.b) 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 A1.03.C, 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.

A1.06 *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.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

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. 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.
 2. 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.
 3. 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 or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:

- a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. 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.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
 12. 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.
 13. 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.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

Exhibit A – Engineer's Services

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. 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.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. 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.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. 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.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, 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.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

Exhibit A – Engineer's Services

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30. 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. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. 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.
 5. 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.
 6. 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.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. 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.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer 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. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Not Used

C2.02 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer: Permit and agency review fees.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1, 2026), to reflect equitable changes in the compensation payable to Engineer.

C. *Not Used*

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 2.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated January 14, 2025.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Copies of Drawings and Reports	At Cost
Air Transportation	At Cost
Laboratory Testing	At Cost
Meals and Lodging	At Cost
Mileage (Auto)	At State Audited Rate
Survey Grade GPS	\$40/Hr
Robotic Total Station	\$40/Hr
ATV/Snowmobile	\$150/Day

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Engineer I	\$ <u>110</u> /hour
Engineer II	\$ <u>130</u> /hour
Engineer III	\$ <u>145</u> /hour
Engineer IV	\$ 155/hour
Engineer V	\$ 165/hour
Surveyor I	\$ 110/hour
Surveyor II	\$ 120/hour
Surveyor III	\$ 130/hour
Surveyor IV	\$ 140/hour
Surveyor V	\$ 150/hour
Funding Specialist	\$ 90/hour
Administrative Professional	\$ 70/hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) 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 the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any 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. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Notice of Acceptability of Work

Exhibit E – Notice of Acceptability of Work

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NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Not Used

Exhibit F – Construction Cost Limit

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$2,000,000
 - 2) Annual Aggregate: \$4,000,000
 - g. Other (specify): N/A

Exhibit G - Insurance

2. By Owner:
- a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident \$500,000
 - 2) Bodily injury by disease, each employee N/A
 - 3) Bodily injury/disease, aggregate N/A
 - c. General Liability –
 - 1) Each Claim \$750,000
 - 2) Each Occurrence Aggregate \$1,500,000
 - d. Excess Umbrella Liability --
 - 1) Each Occurrence: N/A
 - 2) General Aggregate: N/A
 - e. Automobile Liability –
 - 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$1,500,000
 - f. Other (specify): N/A

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by Yellowstone County 13th Judicial District.

Exhibit H – Dispute Resolution

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This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the total compensation received by the engineer under the specific task order.

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 14, 2025.

Not Used

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[]
- b. Net change for prior amendments: \$[]
- c. This amendment amount: \$[]
- d. Adjusted Task Order amount: \$[]

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

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

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

File Attachments for Item:

19. Resolution No. R25-06: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The On-Call Engineering By And Between The City Of Laurel And Triple Tree Engineering, Inc.

RESOLUTION NO. R25-06

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE ON-CALL ENGINEERING BY AND BETWEEN THE CITY OF LAUREL AND TRIPLE TREE ENGINEERING, INC.

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

Section 1: Approval. The Task Order and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc., for the on-call engineering, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc.

Introduced at a regular meeting of the City Council on the 14th day of January 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 14th day of January 2025.

APPROVED by the Mayor on the 14th day of January 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Task Order – LURA On Call Engineering Services

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 14, 2025
- b. Owner: City of Laurel
- c. Engineer: Triple Tree Engineering, Inc.
- d. Specific Project (title): LURA On-Call Engineering Services
- e. Specific Project (description): Laurel Urban Renewal District (LURA)
On-Call Engineering Services

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

The purpose of this task order is to provide on-call engineering services for the Laurel Urban Renewal District (LURA) as needed. From time to time, the LURA board may request completion of engineering tasks by Triple Tree Engineering, Inc. The maximum sub-task amount is \$5,000. Sub tasks may be approved in written form or via email by the City's designated representative (Kurt Markegard, CAO). Each time a sub-task is approved, a sub-task will be created under this task order. Each sub-task will be named and numbered; and include a sub-task description.

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

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

4. Task Order Schedule

A. To be determined at the time each sub-task is approved.

5. Payments to Engineer

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

a. To be determined at the time each sub-task is approved.

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

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

7. Other Modifications to Agreement and Exhibits: None

8. Attachments: None

9. Other Documents Incorporated by Reference: Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 ("Agreement").

10. 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 January 14, 2025.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: Dave Waggoner

Print Name: Bradley Koon

Title: Mayor

Title: President

Engineer License or Firm's
Certificate No. (if required): 14124

State of: Montana

Task Order Form

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File Attachments for Item:

20. Resolution No. R25-07: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The Lura Surveys And Project #1 Design, Permitting, Bidding, And Construction Administration By And Between The City Of Laurel And Triple Tree Engineering, Inc.

RESOLUTION NO. R25-07

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE LURA SURVEYS AND PROJECT #1 DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION ADMINISTRATION BY AND BETWEEN THE CITY OF LAUREL AND TRIPLE TREE ENGINEERING, INC.

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

Section 1: Approval. The Task Order and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc., for the LURA Survey and Project #1 Design, Permitting, Bidding, and Construction Administration, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc.

Introduced at a regular meeting of the City Council on the 14th day of January 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 14th day of January 2025.

APPROVED by the Mayor on the 14th day of January 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Task Order #2 – LURA Surveys and Project #1 Design, Permitting, Bidding, and Construction Administration

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 14, 2025
- b. Owner: City of Laurel
- c. Engineer: Triple Tree Engineering, Inc.
- d. Specific Project (title): LURA Surveys and Project 1 Design, Permitting, Bidding, and Construction Administration
- e. Specific Project (description): District Wide Sidewalk Survey, Pedestrian Lighting Analysis, Tree Survey, and Project #1 design, permitting, bidding, and construction administration.

2. Services of Engineer

A. The specific services to be provided or furnish by Engineer under this Task Order are as follows:

District Wide Sidewalk Survey, Pedestrian Lighting Analysis, and Tree Survey within public right of way:

We anticipate the following two submittals for the sidewalk survey, pedestrian lighting analysis, and tree survey:

- **Submittal 1** – This will be used for the conceptual design for Project 1.
 - **Submittal 2** – Includes the entire TIF District including Project #1.
1. Develop a TIF District wide Sidewalk Survey (**Exhibit A** includes our understanding of the TIF District boundary):
 - a. Provide a technical memorandum outlining sidewalks and curb & gutter recommended for replacement or repair. Tentative schedules for the recommended improvements will be included in the report.
 - b. Where sidewalk does not currently exist within the TIF District, identify areas where new sidewalk is recommended and areas where new sidewalk is not recommended.

- c. Includes necessary exhibits, report documents, presentations necessary for the presentation of findings.
 - d. Present the findings to the LURA Board once completed.
 - e. Address comments provided by the LURA board and update the District survey accordingly.
2. Develop a TIF District wide Pedestrian Lighting Analysis - TTE will Sub-Consult Associated Construction Engineering (ACE):
- a. Provide a pedestrian lighting plan that identifies pole spacing, height, and basic parameters of proposed pedestrian lighting within the TIF District.
 - b. Includes necessary exhibits, report documents, and presentation materials necessary for the presentation of findings.
 - c. Work directly with the LURA Board for input and approval of aesthetics of proposed pedestrian lighting plan.
 - d. Consult the LURA Board on recommendations for contractor purchase vs. LURA pre-purchase of light poles for construction.
 - e. Present the findings to the LURA Board once completed.
 - f. Address comments provided by the LURA board and update the District survey accordingly.
 - g. Design includes pedestrian lighting only. Street lighting design is not included.
3. Develop a TIF District wide Tree Survey:
- a. Identify trees recommended for replacement within the boundaries of the TIF District.
 - b. Recommend planting instructions, recommendations on grating, and maintenance of proposed new trees.
 - c. Provide recommendations for trees to remain in place along with recommended measures to keep the existing trees healthy. These measures may include additional watering, modification of existing grates if trees have become too large, pruning, etc.
 - d. Includes necessary exhibits, report documents, and presentation materials necessary for the presentation of findings.
 - e. Present findings to the LURA Board once completed.
 - f. Address comments provided by the LURA board and update the District survey accordingly.

“Project 1” Sidewalk, Lighting, and Trees Design, Bidding, and Construction Engineering:

1. Perform the following design, bidding, and construction engineering services for Project 1 as shown in **Exhibit B**.
 - a. Survey, Design, and Bidding
 - 1) Request a utility locate from “One Call”.
 - 2) Perform topographic survey of the Project 1 extents utilizing survey grade GPS and robotic total station. The survey will include approximate property boundary information, existing curb & gutter, existing sidewalk, striping, ADA ramps, business entrances, building extents, asphalt surfacing, trees, light poles, power poles, utilities, etc.
 - 3) Also, perform topographic and boundary survey **ONLY** for the southern portion of E Main Street from the intersection with S 1st Avenue to the intersection of 3rd Avenue. Thence, approximately 50 feet until reaching the existing sidewalk on the south side of the street. This portion of project will be designed under another task order. See attached Exhibit B.
 - 4) Utilize the survey data to prepare a base map in Auto Cad Civil 3D format.
 - 5) Perform design of sidewalks identified in “Submittal 1” above, generally including replacement of existing deteriorating sidewalk, repair of drainage issues, Americans with Disabilities (ADA) compliance, curb and gutter issues, etc. Design will include coordination with the Montana Department of Transportation where necessary.
 - 6) Perform sidewalk lighting design identified in “Submittal 1” above. It is understood that decorative pedestrian lighting design will be part of this task even when existing street lighting exists. Lighting design will include full electrical design, coordination with Northwestern Energy, coordination with Montana Department of Transportation, and necessary plan sheets for lighting layout and details.
 - 7) Provide recommendations for tree replacement and proposed modifications to the design to preserve existing trees where feasible, as identified in “Submittal 1” above.
 - 8) This task includes the following 4 in-person design submittals: 10% design, 50% design, 95% design, and 100%-Final design. The design will include project plans, bidding specifications, and technical specifications. Montana Public Works Standard Specifications (7th Edition) will be utilized as the basis for the project documents. Each phase of design will include a meeting and presentation with the LURA Board and Engineer’s opinion of probable cost.
 - 9) A local geotechnical engineer did not recommend performing geotechnical engineering for the project. Based on experience in the area, a standard 4” sidewalk section with 4” gravel base course was recommended. The geotechnical engineer recommended utilization of the pedestrian light pole foundations recommended by the supplier.

Geotechnical engineering has therefore been excluded in an effort to limit project costs. This item can be added under “Additional Services” if desired by the City.

- 10) Structural engineering is excluded. The geotechnical engineer and lighting engineer recommend utilization of the pedestrian light pole foundations recommended by the supplier.
 - 11) Payment of permit and agency review fees are excluded.
 - 12) Administer the Bidding phase of the project following completion of the design. The bidding task includes assistance with advertising project for bid, administration of the pre-bid conference, addressing contractor questions, preparation of addendums as needed, assisting owner with the bid opening, preparing bid tabulations, and preparing recommendations of Award to the Board.
- b. Provide construction engineering services. Construction engineering tasks include preparation of notice of award (NOA), coordination of owner/contractor agreement, preparation of conformed documents, preparation of notice to proceed (NTP), submittal review, pay request review, addressing contractor questions, facilitation of substantial completion walkthrough, preparation of certificate of substantial completion, facilitation of final walkthrough, preparation of certificate of final completion. Limited resident project representatives (RPR) services during construction are included. The estimated construction time is 3 months. Two 12-hour days per week including travel time are included for RPR services during construction.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, with the following additions:

Include Section B2.01.A.8.a as follows: Review TIF District Surveys and Project 1 10% design, 50% design, and 95% design documents; and provide comments to engineer within 14 days of receipt of the documents.

4. Task Order Schedule

- A. Following is the Estimated Schedule of the District Wide Sidewalk Survey, Pedestrian Lighting Analysis, and Tree Survey:**
- a. Complete Partial Sidewalk Survey, Pedestrian Lighting Analysis, and Tree Survey within Project #1 Boundary – March 1, 2025.
 - b. District Wide Sidewalk, Lighting Analysis, and Tree Survey – October 1, 2025.
- B. Following is the Estimated Schedule of Project 1 Design:**
- a. Finalize Topographic Survey within Project 1 Boundary – January 15, 2025
 - b. Project 1 10% Design Completion – February 19, 2025

Task Order Form

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- c. Project 1 50% Design Completion – March 15, 2025
- d. Project 1 95% Design Completion – April 1, 2025
- e. Project 1 Final Construction Completion – April 15, 2025
- f. Project Bids Advertised – April 15, 2025
- g. Begin Construction – May 30, 2025

5. Payments to Engineer

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

Task	Costs
TIF District Sidewalk Survey	\$ 34,700
Pedestrian Lighting Analysis	\$ 23,300
TIF District Tree Survey	\$ 19,500
Project #1 Sidewalk, lighting, and tree design	\$ 161,400
<u>Construction Engineering Services</u>	<u>\$ 58,500</u>
Total	\$ 297,400

6. Consultants retained as of the Effective Date of the Task Order: Associated Construction Engineering Inc., Garvey’s Urban Forest, LLC

7. Other Modifications to Agreement and Exhibits: None

8. Attachments: Exhibit A (TIF Boundary Map), Exhibit B (Project 1 Map)

9. Other Documents Incorporated by Reference: Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 (“Agreement”)

10. 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 January 14, 2025.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: Dave Waggoner

Print Name: Bradley Koon

Title: Mayor

Title: President

Engineer License or Firm's
Certificate No. (if required): 14124

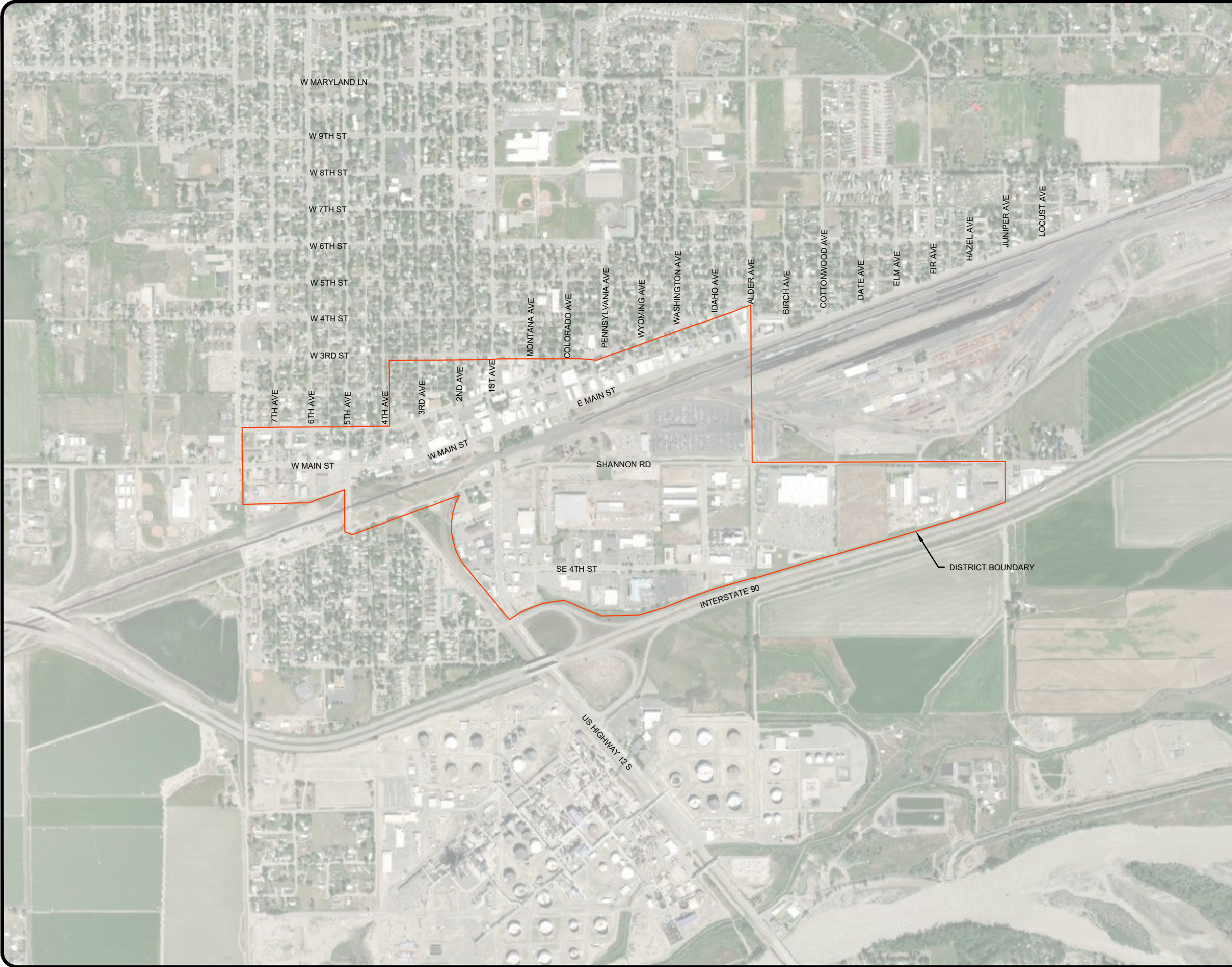
State of: Montana

Task Order Form

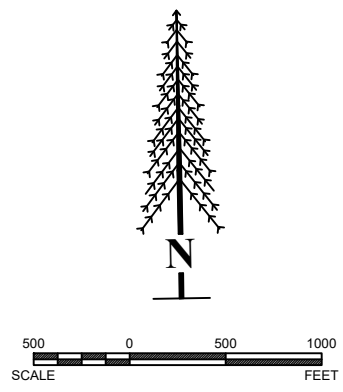
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NOTES
 1. TIF DISTRICT BOUNDARY IS BASED ON STATE OF MONTANA MSDI DATA.



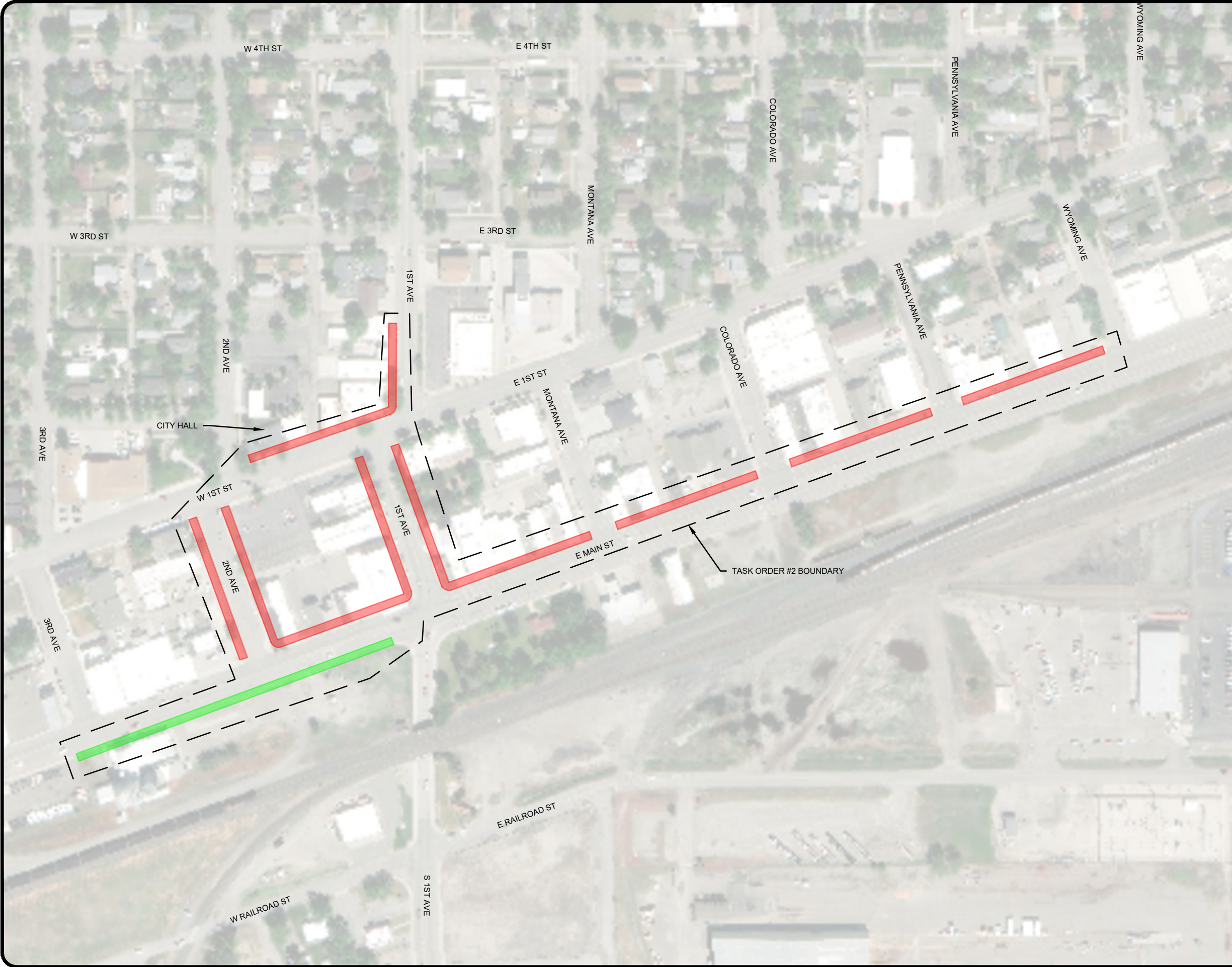
REVISIONS	DESCRIPTION	DATE

LURA TIF DISTRICT BOUNDARY
 LAUREL URBAN RENEWAL AGENCY
 LAUREL, MONTANA

LURA TIF DISTRICT BOUNDARY

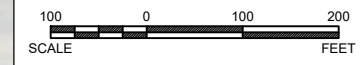
PROJECT #	LURA
DRAFTED BY:	DCT
CHECKED BY:	DCT
DATE:	12/2024
EXHIBIT	A

Dec 19, 2024 - 2:16pm - P:\Laurel\Laurel Urban Renewal District (LURA)\LURA-TIF-Boundary.dwg



LEGEND

- REPAIR SIDEWALK
- TOPOGRAPHIC SURVEY ONLY



REVISIONS	DATE	DESCRIPTION

LAUREL SIDEWALK IMPROVEMENTS
CITY OF LAUREL
LAUREL, MONTANA

TASK ORDER #2 EXTENTS

PROJECT #	LURA
DRAFTED BY:	JPG
CHECKED BY:	BJK
DATE:	11/2024
EXHIBIT	B

Dec 19, 2024 - 3:03pm - P:\Laurel\24-105 LURA North Sidewalks & Lighting TO - 2\PM\Agreements\EXHIBIT-B.dwg

File Attachments for Item:

21. Resolution No. R25-08: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The Lura Project #2 Conceptual Design, Probable Cost, CHS Coordination, And Funding Plan By And Between The City Of Laurel And Triple Tree Engineering, Inc.

RESOLUTION NO. R25-08

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE LURA PROJECT #2 CONCEPTUAL DESIGN, PROBABLE COST, CHS COORDINATION, AND FUNDING PLAN BY AND BETWEEN THE CITY OF LAUREL AND TRIPLE TREE ENGINEERING, INC.

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

Section 1: Approval. The Task Order and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc., for the LURA Project #2 Conceptual Design, Probable Cost, CHS Coordination, And Funding Plan, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc.

Introduced at a regular meeting of the City Council on the 14th day of January 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 14th day of January 2025.

APPROVED by the Mayor on the 14th day of January 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Task Order #3 –LURA Project #2 Conceptual Design, Probable Cost, CHS Coordination, and Funding Plan

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 14, 2025
- b. Owner: City of Laurel
- c. Engineer: Triple Tree Engineering, Inc.
- d. Specific Project (title): LURA Project #2 Conceptual Design, Probable Cost, and Funding Plan.
- e. Specific Project (description): Project #2 Conceptual Design, Probable Construction Cost of Construction, and Proposed Additional Funding Package.

2. Services of Engineer

- A. The specific services to be provided or furnish by Engineer under this Task Order are as follows:
 - 1. Provide project scoping for project.
 - 2. Conceptual Design
 - a. Includes the following conceptual design for new sidewalks, trees, and pedestrian lighting for "Project 2" as shown in **Exhibit A**.
 - 1) Prepare conceptual layout and grading of sidewalk expansion for Project 2. The conceptual design will expand on the sidewalk survey, lighting analysis, and tree survey completed as part of a Task Order 2.
 - 2) Prepare a conceptual sidewalk lighting design for Project 2. The conceptual design will expand on the sidewalk survey, lighting analysis, and tree survey completed as part of a Task Order 2. Lighting design shall include conceptual electrical design, coordination with Northwestern Energy as needed, coordination with Montana Department of Transportation as needed, and necessary plan sheets for preliminary lighting layout.
 - 3) Provide recommendations for trees to remain in place along with recommended measures to keep the existing trees healthy. These measures may include additional watering, modification of existing grates if trees have become too large, pruning, etc. The conceptual design will expand on the sidewalk survey, lighting analysis, and tree survey completed as part of a Task Order 2.

- b. Prepare a preliminary Engineer’s Opinion of Probable Project Cost for Project 2.
- c. Identify funding opportunities and develop a funding strategy for Project 2.
- d. Final construction plans, full grading design, final electrical design, geotechnical investigations, and structural engineering are excluded.
- e. Grant writing and administration are not included in this task order.
- f. Prepare a final report including the conceptual design, a description of the conceptual design, and funding strategy for Project 2. Present the findings to the LURA Board. Address questions and comments provided by the LURA board and adjust the report accordingly.
 - 1) This task includes any necessary exhibits, report documents, and presentations necessary for the presentation of findings.
- g. We understand LURA has an agreement with CHS to complete drainage improvements along East Railroad Street and Bernhardt Road. Coordinate with CHS to grant a time extension for the completion of the improvements until December 2027, if needed.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following changes.

- Include Section B2.01.A.8.a as follows: “Review Conceptual submittal and provide comments to engineer within 14 days of receipt of the documents.”

4. Task Order Schedule

A. Following is the Estimated Schedule of this Task Order:

- a. Complete and Submit Project Scoping for Project #2 – May 16, 2025
- b. Present Conceptual Design and Funding Strategy Submittal to LURA Board – July 1, 2025
- c. Receive comments from LURA Board – July 15, 2025
- d. Address LURA comments and submit Final Conceptual Design and Funding Package August 1, 2025

5. Payments to Engineer

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

Task	Costs
Project Scoping	\$ 2,200
Conceptual Design	\$ 13,000
Funding Strategy	\$ 2,200
<u>Coordination with CHS</u>	<u>\$ 1,000</u>
Total	\$ 18,400

6. Consultants retained as of the Effective Date of the Task Order: Associated Construction Engineering Inc., Garvey’s Urban Forest, LLC

7. Other Modifications to Agreement and Exhibits: None

8. Attachments: Project #2 Boundary Map

9. Other Documents Incorporated by Reference: Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 (“Agreement”)

10. 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 January 14, 2025.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: Dave Waggoner

Print Name: Badley Koon

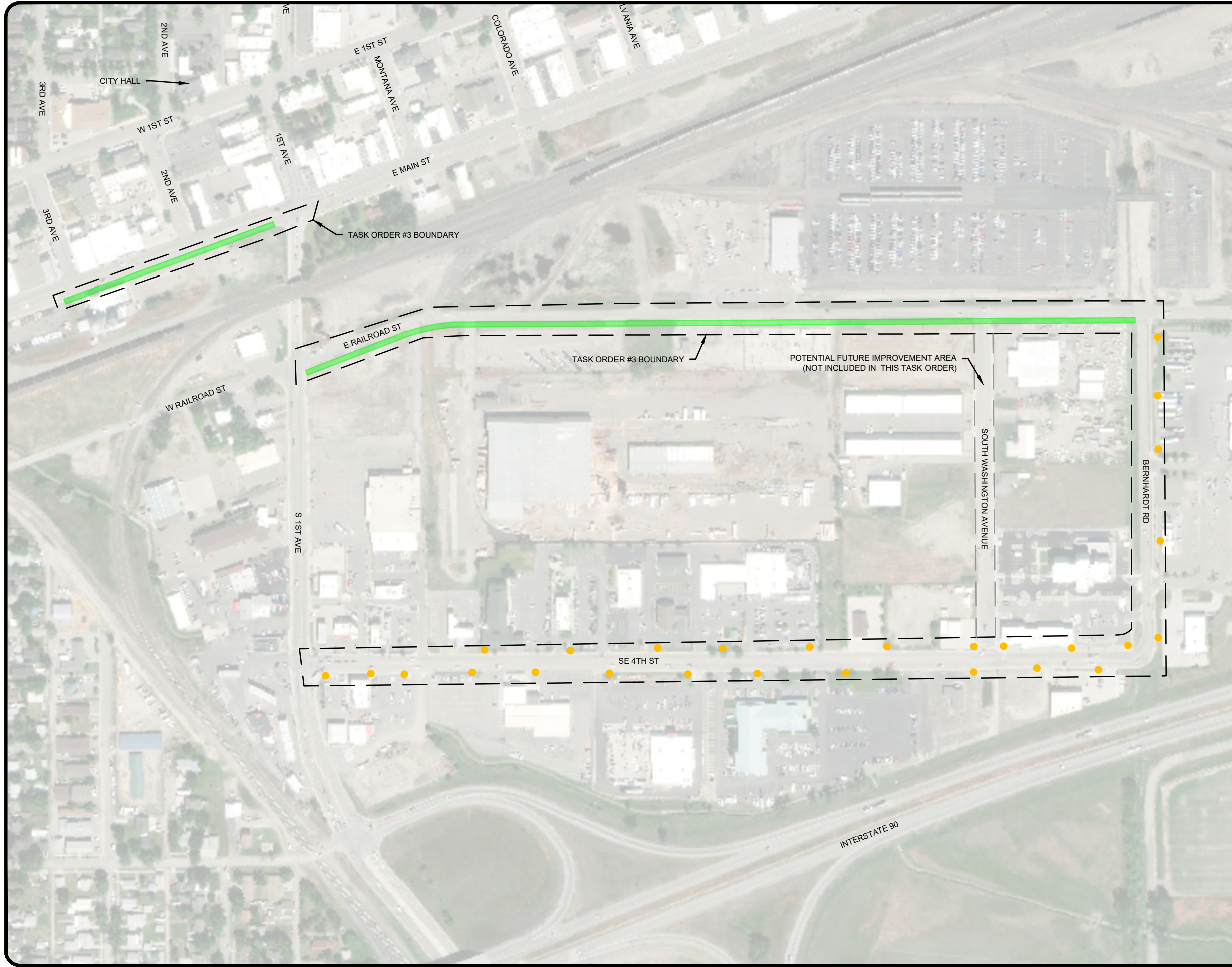
Title: Mayor

Title: President

Engineer License or Firm’s
Certificate No. (if required): 14124
State of: Montana

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.



LEGEND

- NEW SIDEWALK
- PROPOSED STREET LIGHTS



Jan 02, 2025 - 10:10am - P:\Laurel\24-113 LURA South Sidewalks & Lighting TO - 31PM\Agreements\EXHIBIT A.dwg

LAUREL SIDEWALK IMPROVEMENTS

CITY OF LAUREL
LAUREL, MONTANA

TASK ORDER #3 EXTENTS

REVISIONS	DATE	DESCRIPTION

PROJECT #	LURA
DRAFTED BY:	JPG
CHECKED BY:	BJK
DATE:	11/2024

EXHIBIT
A

File Attachments for Item:

22. Resolution No. R25-09: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The Lura On Call Grant Writing/Administration Services, And Funding Plan By And Between The City Of Laurel And Triple Tree Engineering, Inc.

RESOLUTION NO. R25-09

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE LURA ON CALL GRANT WRITING/ADMINISTRATION SERVICES, AND FUNDING PLAN BY AND BETWEEN THE CITY OF LAUREL AND TRIPLE TREE ENGINEERING, INC.

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

Section 1: Approval. The Task Order and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc., for the LURA on-call grant writing/administrative services a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and Triple Tree Engineering, Inc.

Introduced at a regular meeting of the City Council on the 14th day of January 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 14th day of January 2025.

APPROVED by the Mayor on the 14th day of January 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Task Order – LURA On Call Grant Writing/Administration Services

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 14, 2025
- b. Owner: City of Laurel
- c. Engineer: Triple Tree Engineering, Inc.
- d. Specific Project (title): LURA On-Call Grant Writing/Administration Services
- e. Specific Project (description): Laurel Urban Renewal District (LURA)
On-Call Grant Writing/Administration Services

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

The purpose of this task order is to provide on-call grant writing/grant administration services for the Laurel Urban Renewal District (LURA) as needed. From time to time, the LURA board may request completion of grant writing and/or grant administration tasks by Triple Tree Engineering, Inc. Sub tasks will be approved in written form or via email by the Mayor. Each time a sub-task is approved, a sub-task will be created under this task order. Each sub-task will be named and numbered; and include a sub-task description.

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

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

4. Task Order Schedule

A. To be determined at the time each sub-task is approved.

5. Payments to Engineer

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

a. To be determined at the time each sub-task is approved.

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

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

7. Other Modifications to Agreement and Exhibits: None

8. Attachments: None

9. Other Documents Incorporated by Reference: Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 14, 2025 ("Agreement").

10. 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 January 14, 2025.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: Dave Waggoner

Print Name: Bradley Koon

Title: Mayor

Title: President

Engineer License or Firm's
Certificate No. (if required): 14124

State of: Montana

Task Order Form