



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 14, 2023
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R23-06

NEXT ORD. NO.
O23-01

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

- [1.](#) Approval of Minutes of January 24, 2023.

Correspondence

- [2.](#) Emergency Medical Services Monthly Report - December 2022
- [3.](#) Rick Musson Police Commission and Cemetery Commission Resignation
- [4.](#) Police Monthly Report - January 2023

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 February 10, 2023.
6. Approval of Payroll Register's for PPE's ending 1/22/2023 totaling \$219,237.99.
7. Approval of Payroll Register for PPE 2/5/2023 totaling \$222,359.92.
- [8.](#) Council Workshop Minutes of September 6, 2022.
- [9.](#) Council Workshop Minutes of September 20, 2022.

Ceremonial Calendar

Reports of Boards and Commissions

- [10.](#) Budget/Finance Committee Minutes of January 24, 2023.
- [11.](#) Emergency Services Committee Minutes of November 28, 2023.

12. Public Works Committee Minutes of December 19, 2023.

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 Dylan Figg and Collin White to the Laurel Emergency Medical Service.
- 14. Resolution No. R23-06: A 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. R23-07: A Resolution Of The City Council Authorizing The Mayor To Accept The Service Order From ClearGov, Inc. And Execute All Related Documents.
- 16. Resolution No. R23-08: A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.
- 17. Resolution R23-09: A Resolution Of The City Council Authorizing The Mayor To Accept The Proposal From In Control, Inc. For City Of Laurel Wastewater Treatment Plant Upgrades And Execute All Related Documents.
- 18. Resolution R23-10: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Advanced Pump And Equipment, Inc.
- 19. Resolution R23-11: A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order For The Water System Preliminary Engineering Report With KLJ Engineering, LLC.
- 20. Resolution R23-12: A Resolution Of The City Council Authorizing The Mayor To Consent To Assignment Of Agreement By And Between Exxon Mobil Pipeline Company LLC And Par Pacific Holdings, 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.

DATES TO REMEMBER

File Attachments for Item:

1. Approval of Minutes of January 24, 2023.

MINUTES OF THE CITY COUNCIL OF LAUREL

January 24, 2023

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 6:29 p.m. on January 24, 2023.

COUNCIL MEMBERS PRESENT:

Michelle Mize	Heidi Sparks
Casey Wheeler	Richard Herr
Richard Klose	Irv Wilke
	Jodi Mackay

COUNCIL MEMBERS ABSENT:

Emelie Eaton

OTHER STAFF PRESENT:

Michele, Braukmann, Civil City Attorney
Brittney Moorman, 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 January 10, 2023, as presented, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

CORRESPONDENCE:

- Beartooth RC&D January Correspondence

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through January 20, 2023.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 1/8/2023 totaling \$231,104.99.**

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. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of January 10, 2023.
- Cemetery Commission Minutes of November 15, 2022.
- Tree Board Minutes of November 17, 2022.
- Library Board Minutes of October 28, 2022.
- Library Board Minutes of November 8, 2022.
- Library Board Minutes of December 13, 2022.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Cheryl Hill to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2025.**

Motion by Council Member Sparks to approve the Mayor's appointment of Cheryl Hill to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2025, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

- **Appointment of Shawn Mullaney to the Laurel Urban Renewal Agency - Advisory for the remainder of a four-year term ending December 31, 2025.**

Motion by Council Member Herr to approve the Mayor's appointment of Shawn Mullaney to the Laurel Urban Renewal Agency – Advisory for the remainder of a four-year term ending December 31, 2025, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

- **Appointment of Jodi Mackay to the Public Works Committee.**

Motion by Council Member Mize to approve the Mayor's appointment of Jodi Mackay to the Public Works Committee, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

- **Appointment of Jodi Mackay to the Emergency Services Committee.**

Motion by Council Member Mize to approve the Mayor's appointment of Jodi Mackay to the Emergency Services Committee, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

- **Resolution No. R23-03: A Resolution Of The City Council Authorizing The Mayor To Execute The Customer Agreement With Northwestern Energy.**

Motion by Council Member Wheeler to approve Resolution No. R23-03, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

- **Resolution No. R23-04: A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The City Of Laurel Zoning Services By And Between The City Of Laurel And Klj Engineering, Inc.**

Motion by Council Member Klose to approve Resolution No. R23-04, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

- **Resolution No. R23-05: A Resolution Of The City Council Authorizing The Extension Of Approval Of Application For Special Review For J. Johnson Properties Pursuant To Resolution No. R22-07.**

Motion by Council Member Sparks to approve Resolution No. R23-05, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Public Works Committee moved their meeting to Monday, January 30, 2023, at 6:00 p.m. due to the holiday. February's Public Works Committee has been canceled due to the holiday.

DRAFT

Council Minutes of January 24, 2023

Wreaths will be picked up from both cemeteries this Saturday at 10:00 a.m.

MAYOR UPDATES:

Mayor Waggoner read the attached resignation of Marvin Carter from the Public Works Committee. Mr. Carter has been a long-standing member of this committee.

Mayor Waggoner read the attached thank you letter from Mr. Solberg.

UNSCHEDULED MATTERS:

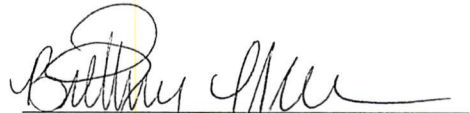
- **Appointment of Kurt Markegard to the Big Sky Economic Development Authority for the remainder of a five-year term ending December 31, 2023.**

Motion by Council Member Wilke to approve the Mayor's appointment of Kurt Markegard to the Big Sky Economic Development Authority for the remainder of a five-year term ending December 31, 2023, seconded by Council Member Klose. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

ADJOURNMENT:

Motion by Council Member Mackay to adjourn the Council meeting, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council members present voted aye. Motion carried 7-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 6:41 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 14th day of February 2023.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

CANYON CREEK STATIONS

204 S WASHINGTON A4

LAUREL, MT 59044

January 4, 2023

City of Laurel Public Works

PO Box 10

Laurel, MT 59044

Dear Friends,

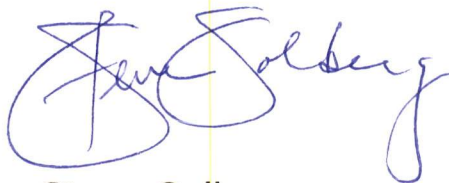
Please accept my sincere appreciation for all your time and dedication to our community for taking such good care of our streets and roads over the past many winters.

Public expectations and entitlements many times forget to express our appreciation for all the good care we receive from all of you hard working, dedicated community servers.

I just want you to know how much you are appreciated both from a business and personal point of view!!

Thank you for keeping our City open for business.

Sincerely,



Steve Solberg

Jan. 23, 2023

Mayor Dave;

I wish to inform you, I am
resigning from the public works
committee effective Feb 1, 2023.

I have enjoyed serving the
the Laurel community since 1962.

Thank you
Sincerely;

Marvin Carter

File Attachments for Item:

2. Emergency Medical Services Monthly Report - December 2022

Laurel Emergency Services Report created 1/23/23:**2020**

1090 requests for service

159 times LEMS was unavailable

72 times AMR was unavailable

288 responses in Ward 5=27% of calls outside of the city of Laurel

2021

1228 requests for service

135 times LEMS was unavailable

34 times AMR was unavailable

318 responses in Ward 5=26% of calls outside of the city of Laurel



Recent Month Summary:

December 2022:

Requests	126
Missed Calls	18 = 14%
Shortest Delay	11 minutes
Longest Delay	41 minutes
Average Delay	24 minutes
Fire Driver Available	17 times
City Driver Available	3 times
QRU Response With 1 Provider	9 times **
On A Previous Call	1 time
No Crew / Provider Available	7 times
AMR Transported or Responded	12 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
Columbus Transported	0 times
Joliet Transported	1 time
Park City Transported	0 times
Beartooth Ambulance	0 times
PD Assisted Pt or Transported	2 times
FD Assisted Pt no transport	0 times
POV Transport	3 times
Refusal	2 times
YCSO Transported	0 times
MHP Transported	0 times

**2 times the QRU responded and the patient refused / no transport to hospital or no patient found

39 responses in Ward 5 = 31 % of calls outside of the city of Laurel

2022 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2022
Requests	100	84	91	90	97	92	128	97	111	124	98	126	1238
Missed Calls	11	10	9	14	10	16	39	8	16	15	11	18	177
Shortest Delay (minutes)	12	9	2	6	13	5	6	12	3	3	13	11	2
Longest Delay (minutes)	69	63	31	64	80	53	68	55	157	48	42	41	157
Average Delay (minutes)	31	33	20	24	32	25	27	30	35	27	25	24	26
Fire Driver Available	22	27	28	12	18	13	19	16	22	16	15	17	225
City Driver Available				1	3	6	1	2	1	1	0	3	18
QRU Response w 1 Provider	6	5	4	8	7	8	19	1	1	2	5	9	75
On A Previous Call	3	0	1	0	1	1	1	4	3	3	2	1	20
No Crew / Provider Available	2	5	5	3	2	5	21	7	12	10	4	7	83
AMR Transported or Responded	5	6	5	7	5	5	19	4	13	7	6	12	94
Columbus Transported	1	1	0	0	1	1	2	2	1	1	1	0	11
Joliet Transported	0	0	0	0	0	0	4	0	0	1	0	1	6
Park City Transported	0	1	0	0	0	0	1	0	0	0	0	0	2
Red Lodge Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
Beartooth Transported	0	0	0	0	0	1	0	0	0	0	0	0	1
HELP Flight Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
POV Transport	5	0	2	5	4	7	8	0	2	3	2	3	41
PD Assisted Pt or transported	0	1	0	1	0	1	0	1	0	1	0	2	7
FD Assisted Pt no transport	0	0	1	1	0	0	1	1	0	1	0	0	5
YCSO Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
MHP Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
QRU/AMR, Refusal or No Patient	0	1	1	1	0	1	4	0	0	0	2	2	12
Responses in Ward 5	30	25	21	15	30	24	42	24	28	39	34	39	351

Other Reporting Information

- working on legal blood draw policy and training
- switched our Image Trend reporting system from a paid version to the MT State free version
- interviewed EMTs for volunteer positions and working on hiring at least 2 positions
- working on recertification training for those needing to renew their license in March
- working on updating policy and procedures
- will begin working with city attorney on possibility of a mill

File Attachments for Item:

3. Rick Musson Police Commission and Cemetery Commission Resignation

From: [City Mayor](#)
To: [Civil Attorney](#); [Kurt Markegard](#); [Kelly Strecker](#); [Brittney Moorman](#)
Subject: FW: Police Commission, Cemetery Commission
Date: Thursday, January 26, 2023 12:23:20 PM

Dave Waggoner
Mayor
City of Laurel, Montana
(406) 628-8456 extension 5501

From: Rick and Dawn Musson <rdmusson75@gmail.com>
Sent: Thursday, January 26, 2023 11:46 AM
To: City Mayor <citymayor@laurel.mt.gov>
Subject: Police Commission, Cemetery Commission

Dear Mayor,

Please accept my resignation from the Laurel Police Commission and the Laurel Cemetery Commission as of January 26, 2023.

Rick Musson

Dated January 26, 2023

File Attachments for Item:

4. Police Monthly Report - January 2023



Laurel Police Department

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

Total Calls

Printed on January 31, 2023

[CFS Date/Time] is between '2022-12-19 00:00' and '2023-01-23 23:59' and

[Primary Incident Code->Code : Description] All

Code : Description

Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	28	28
: Agency Assist	69	69
: Alarm - Burglary	16	16
: Alarm - Fire	8	8
AMB : Ambulance	116	116
: Animal Complaint	4	4
: Area Check	10	10
: Assault	6	6
: Bad Checks	0	0
: Barking Dog	3	3
: Bomb Threat	0	0
: Burglary	2	2
: Child Abuse/Neglect	0	0
: Civil Complaint	11	11
: Code Enforcement Violation	3	3
: Counterfeiting	0	0

Code : Description		Totals	
	: Criminal Mischief	7	7
	: Criminal Trespass	2	2
	: Cruelty to Animals	1	1
	: Curfew Violation	8	8
	: Discharge Firearm	0	0
	: Disorderly Conduct	9	9
	: Dog at Large	18	18
	: Dog Bite	1	1
DUI	: DUI Driver	3	3
	: Duplicate Call	1	1
	: Escape	0	0
	: Family Disturbance	15	15
	: Fight	2	2
FIRE	: Fire or Smoke	9	9
	: Fireworks	0	0
	: Forgery	0	0
	: Found Property	6	6
	: Fraud	1	1
	: Harassment	2	2
	: Hit & Run	6	6
	: Identity Theft	1	1

Code : Description	Totals	
: Indecent Exposure	0	0
: Insecure Premises	5	5
: Intoxicated Pedestrian	2	2
: Kidnapping	0	0
: Littering	0	0
: Loitering	0	0
: Lost or Stray Animal	11	11
: Lost Property	3	3
: Mental Health	1	1
: Missing Person	2	2
: Noise Complaint	4	4
: Open Container	0	0
: Order of Protection Violation	4	4
: Parking Complaint	25	25
: Possession of Alcohol	1	1
: Possession of Drugs	1	1
: Possession of Tobacco	0	0
: Privacy in Communications	0	0
: Prowler	0	0
: Public Assist	61	61
: Public Safety Complaint	11	11

Code : Description	Totals	
: Public Works Call	21	21
: Report Not Needed	5	5
: Robbery	0	0
: Runaway Juvenile	2	2
: Sexual Assault	5	5
: Suicide	0	0
: Suicide - Attempt	0	0
: Suicide - Threat	4	4
: Suspicious Activity	95	95
: Suspicious Person	11	11
: Theft	23	23
: Threats	9	9
: Tow Call	0	0
: Traffic Accident	21	21
: Traffic Hazard	7	7
: Traffic Incident	8	8
: TRO Violation	0	0
: Truancy	2	2
T/S : Traffic Stop	114	114
: Unattended Death	1	1
: Unknown - Converted	0	0

Code : Description		Totals	
:	Unlawful Transactions w/Minors	0	0
:	Unlawful Use of Motor Vehicle	1	1
:	Vicious Dog	1	1
:	Warrant	11	11
:	Welfare Check	12	12
Totals		852	852

File Attachments for Item:

8. Council Workshop Minutes of September 6, 2022.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 06, 2022**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on September 6, 2022.

COUNCIL MEMBERS PRESENT:

☒ Emelie Eaton	☒ Heidi Sparks
☒ Michelle Mize	☒ Richard Herr
☒ Casey Wheeler	☒ Irv Wilke
☒ Richard Klose	☒ Bill Mountsier

OTHERS PRESENT:

Michele Braukmann, Civil Attorney
Brittney Moorman, Administrative Assistant
Stan Langve, Police Chief
Kelly Strecker, Clerk/Treasurer
Kurt Markegard, Public Works & Planning Director
Jean Kerr, City Judge
Nancy Schmidt, Library Director
Sheri Phillips, Court Clerk
Ryan Welsh, KLJ

Public Input:

There were none.

General Items

Executive Review

1. Resolution - Resolution Of The City Of Laurel City Council Granting A Variance For Goldberg Sporting Estates Subdivision, First Filing, For The Use Of A Low-Pressure Sewer System

Scott Aspenleider, Performance Engineering, spoke briefly regarding the issues with the sewer in this area. He spoke about why a low-pressure system would work well for both this development and the City. They are asking for a variance to use a low-pressure system. They have analyzed the Elm lift station, and no upgrades would be needed. The HOA will own and maintain the utility line. The storage tanks will hold 12 to 24 hours worth of sewage during a power outage.

It was questioned what would happen when all of the pumps turn on after a power outage. It was clarified that the lowest pump would trip until there is room in the forced main. The City would be responsible for the forced main. The lines cannot be rodded and cleaned as they are designed not to need it. The HOA would be responsible for the operation of the system.

It was questioned what would keep homes downstream from being flooded. It was clarified that only 88 gal/min would be discharged from the system at any given time. Phase One is primarily single-family homes with a few duplexes.

It was questioned if this system failed could a homeowner come back to the City to fix the basement, or is it the developer's issue? It was clarified that once the sewage enters the main, it is the City's responsibility.

It was questioned who owns from the main to the house, and that is subdivision specific.

It was questioned if this system takes into account for drainage. It was clarified that this system only handles what comes out of the pipes, and Stormwater is handled differently; see the attached maps.

It was questioned if this would possibly assist with the odor at the Elm lift station. See the attached Staff Report.

2. Ordinance No. O22-03: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana (PH 9.13.2022)

There were none.

3. Ordinance - An Ordinance Amending Section 2.20.010 Of The Laurel Municipal Code Relating To The City Court Clerk For The City Of Laurel

There were none.

4. Ordinance - An Ordinance Amending Chapter 1.01 (Code Adoption) Of The Laurel Municipal Code Relating To The General Provisions

There were none.

Council Issues

5. Parking Expectations Discussion

The Civil City Attorney will put together the expectations from the City from a legal standpoint for Council. The City could look into creating a parking advisory board that could address these issues and look for grant funding opportunities.

Other Items

Attendance at Upcoming Council Meeting

All Council Members present plant to be in attendance at next week's City Council meeting.

Announcements

The council workshop adjourned at 7:41 p.m.

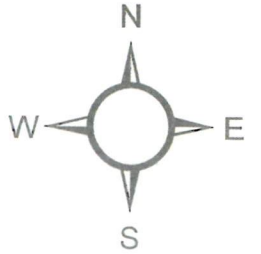
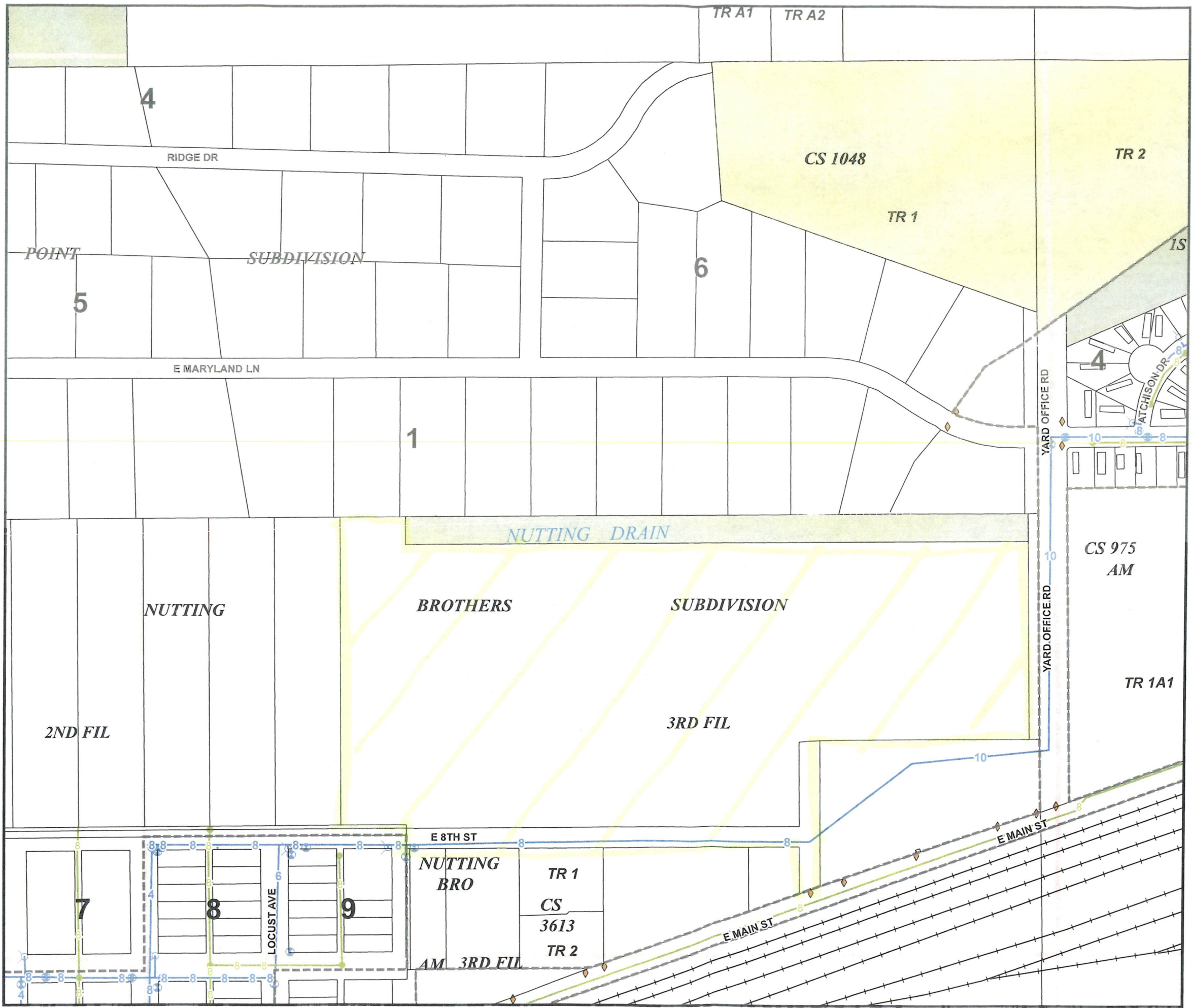
Respectfully submitted,



Brittney Moorman
Administrative Assistant

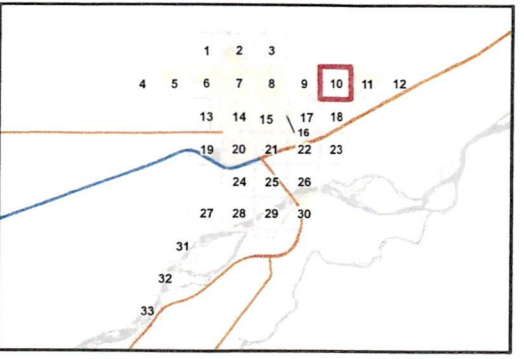
NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.





- | | |
|-----------------|------------------|
| Index Grid | Storm Sewer |
| City Limits | Water Lines |
| Public | Sanitary Manhole |
| Park | Storm Manhole |
| Golf Course | Storm Inlet |
| Freshwater Pond | Fire Hydrant |
| Lake | Blow Off |
| River | Cap |
| Railroad | Valve |
| Canals | |
| Sanitary Sewer | |

Date Saved: 3/9/2021



SHEET 10



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

August 31, 2022

Kurt Markegard
Public Works Director
City of Laurel – Public Works Department
PO Box 10
Laurel, Montana 59044

Re: Petition for Variance from City Code for Goldberg Sporting Estates – Low Pressure Sewer System

Dear Mr. Markegard:

The Developer of Goldberg Sporting Estates, First Filing is requesting a Variance from the City of Laurel Standards for the use of a Low-Pressure Sewer System (LPSS) to collect wastewater within the development. As a non-standard collection system this type of system requires approval by City Council prior to acceptance.

The proposed sanitary sewer will have a standard 4-6" sewer service exit the building and discharge into an on-lot sewage collection tank with a sewage pump. This tank/pump station will discharge to a small diameter force main that will eventually discharge into the City gravity sewer collection system. The proposed system would consist of 1.25" discharges from each tank with the primary subdivision internal force main ranging from 2-3" in diameter. Prior to leaving the subdivision the force main will increase to a 4" force main, then flow west along Eleanor Roosevelt Drive for approximately 190', then south in the alley between Locust Ave and Mulberry Ave for approximately 65' where it will discharge into existing MH 333.

The Developer's Design Engineer was requested to analyze the downstream collection system to determine the effects of this subdivision development. The findings of the Design Engineer's Report are the following:

1. The existing 8" sanitary sewer main between MH 332 and MH 335 will be a limiting line and be required to be upsized to a 10" gravity line.
2. The LPSS requires no upgrades to occur at the downstream Elm Lift Station.
3. A traditional gravity collection system or single lift station from Goldberg Sporting Estates to MH 333 would require upgrades to the Elm Lift Station.

As additional benefits to the City of Laurel, the Developer is proposing:

1. Creation of a Homeowner's Association (HOA) to control and maintain the on-lot components through a direct contract with the system supplier.
2. To replace the 8" sewer main between MH 332 and MH 335 with a 10" sewer main.
3. Lands to the east and south along Eleanor Roosevelt Drive were included in the sizing and planning of the proposed LPSS.

4. Force Mains in the Public Right-Of-Way are typically Owned by the City of Laurel, however, Developer is willing to maintain its ownership in the HOA to discharge at MH 333.
5. Installation of the entire force main and collection system to be paid for by the Developer.

There are several items in the City Rules and Regulations Governing Utility Services that contradict the installation of an LPSS. These are items that would either need to be agreed to by the Developer or waived by the City of Laurel. They are:

1. Section 2.11 MISCELLANEOUS DEVICES
The utility may also require the customer to submit semi-annual test results on such devices certifying that the devices have been checked by an authorized service representative and are in good working order.
2. Section 2.14 LIABILITY OF UTILITY
The utility is responsible for wastewater facilities up to the service wye or tee. All facilities from the building up to and including the service wye or tee are the responsibility of the property owner. The City of Laurel shall determine whether a line is a service line or a public main if a discrepancy occurs.
3. Section 12.1 DISCHARGING CERTAIN MATTER INTO SEWER PROHIBITED
Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes into any public sanitary sewer:
12.1.9 Any noxious or malodorous gas or substance capable of creating a public nuisance.
This LPSS has the potential to create odor problems at downstream facilities as mentioned in the E-One sewer system analysis.
4. Section 12.5 PRELIMINARY TREATMENT FACILITIES
The Owner shall provide facilities meeting the requirements set forth in these rules and regulations as his/her own expense where it is necessary, in the opinion of the Public Works Director, to provide preliminary treatment of any water or wastes to:
12.5.3 Reduce objectionable characteristics or constituents in such water or wastes to with the maximum limits provided by this section.
This could include odor elimination practices at the Elm Street Lift Station.
5. Section 14.6.1.3 APPLICATION REVIEWS AND RECOMMENDATIONS
Make commitment to construct all the necessary water and/or wastewater system facilities and to begin development of the entire parcel of property to be included in the water and/or wastewater service area within 2 years from the date of the City Council's approval of the enlargement application. In the event the applicant fails to comply with this commitment, the property in question shall automatically be excluded from the service area.
Would the two year commitment include the installation of all pump stations?
6. Section 15.11 OWNERSHIP OF EXTENSIONS
The ownership of all extensions of the municipal water and/or wastewater system constructed within the corporate City limits shall be vested in the City whether same are

constructed by special improvement district or by private contract.

An applicant constructing an extension within the corporate City limits by means of a private contract or special improvement district shall be deemed to have conveyed the ownership of such an extension to the City upon acceptance of the extension by the City. In addition, the City shall at that time have assumed complete control over the facilities so extended, including the right to connect additional customers to the extended facilities as well as the right to further extend said facilities.

The City will have to agree to waive the ownership of the force main to MH 333 or agree to operate and maintain the force mains within the subdivision.

7. Section 15.12 MAINTENANCE OF EXTENSIONS

The City shall be responsible for the maintenance of extensions only when the ownership and control of said extensions are vested in the City. The responsibility for installation, operation, maintenance, repair, enlargement, or replacement of facilities that are privately owned and/or controlled by persons other than the City shall rest solely with the owners of facilities.

8. Section 15.19 SUBDIVISION EXTENSIONS OF WATER SUPPLY/WASTEWATER FACILITIES

All public water supply, necessary off-site public water and sewer mains, and wastewater system facilities required to serve a subdivision, including connecting and cross-tie water mains, as well as the water and sewer mains in, to, around, and through said subdivision, shall be installed by and at the expense of the applicants requesting an extension of the municipal water supply and wastewater system to serve the subdivision in question. Said applicants shall also extend the municipal water supply and wastewater system to the farthest point or points of their subdivision at their expense.

9. Section 15.33 MINIMUM CAPACITY, SIZE, ARRANGEMENT, AND SPACING CRITERIA FOR WASTEWATER SYSTEMS

15.33.5 Arrangement of Sewers. Public sanitary sewers shall be arranged in such a manner and in such a way so as to serve by gravity flow the total tributary area of the wastewater extension project in question. The use of wastewater pumping stations to provide wastewater service for said area, or portions thereof, shall be avoided whenever it can be feasibly accomplished.

15.33.11 Wastewater Pumping Stations and Force Mains. Wastewater pumping stations and force mains installed during the construction of wastewater extensions shall be as specified by the City.

The following are items that in contrast with the Standards for Public Works Improvements:

1. Section 5 MEETING REGIONAL NEEDS

5.1 All public improvements shall be designed as a logical part of the development of the surrounding area. Storm sewer and sanitary sewer shall be sized to accommodate the entire drainage basin which they will ultimately serve. Water mains shall be designed to provide distribution and looping to adjoining systems.

Arterial streets will be developed to the extra width for "Streets". Utilities and street improvements will be extended to the boundaries of the development for future extensions to adjoining areas. The Public Utilities Director (PUD) may require oversizing of utility lines to accommodate future growth of the City.

5.2 Where existing City utility lines do not adjoin the proposed development, the developer will be required to extend the lines to the development as necessary. Where the existing roadway improvements do not extend to the proposed developments, the developer may be required to improve the roadway to the development. Except as provided below, these extension will be at no cost to the City.

2. Chapter 6. Section 29.3 Design Standards for Pump Stations for Alternative Collection Systems. The minimum pipe diameter for force mains shall be 1.5 inches.

The following items are issues that the MT Department of Environmental Quality may require as part of their review and approval process.

- MDEQ may require a plan from the City to increase the size of the gravity sewer system from MH 332 to the Elm Lift Station
- The Elm lift station currently has odor issues. The use of an LPSS may increase the odor issue.

The Council has three options for a response to the Developer on this variance request.

1. They can deny the request to install a low pressure sewer system.
2. They can approve the request to install the low pressure sewer system as planned.
3. Or, They can conditionally approve the installation of a low pressure sewer system.

If the Council wishes to conditionally approve the low pressure sewer system; we recommend the following conditions.

- The company contracted to inspect the collection/pumping units perform their analysis on a semi-annual basis and the HOA provide copies of those reports to the City.
- The Developer install facilities at the force main discharge point to minimize the odor problems that are expected to occur there.
- The City take Ownership of the sewer force mains within the ROW. Individual properties will own the service up to the wye or tee connection in the street.
- As part of the sewer force main installation in the ROW, the Developer shall install tracer wire and access points for connection.
- Establish an SID on the lots within the subdivision to pay for capital improvements to cover force main maintenance.
- Developer provide an extension down Eleanor Roosevelt Dr for potential connection by all lots included in the sewer impact analysis.



- Developer be required to upsize the direct sewer line from MH 332 to the Elm Street Lift Station connection with a 10" PVC line.

If there are any questions, please feel free to give me a call at 406.245.5499.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh'.

Ryan E. Welsh, P.E.
Project Engineer

File Attachments for Item:

9. Council Workshop Minutes of September 20, 2022.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 20, 2022**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:31 p.m. on September 20, 2022.

COUNCIL MEMBERS PRESENT:

☒ Emelie Eaton	☒ Heidi Sparks
☒ Michelle Mize	☒ Richard Herr
☒ Casey Wheeler	☒ Irv Wilke
☒ Richard Klose	☒ Bill Mountsier

OTHERS PRESENT:

Michele Braukmann, Civil Attorney
Brittney Moorman, Administrative Assistant
Stan Langve, Police Chief
Kurt Markegard, Public Works & Planning Director
Jared Anglin, Sergeant

Public Input:

There were none.

General Items

1. Motion to allow Council Member Sparks to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)

There was no discussion.

2. Appointment of Gabriel Seibert to the Laurel Police Department.

Chief Langve briefly introduced Mr. Seibert to Council.

Executive Review

3. Resolution - A Resolution Of The City Council Authorizing The Addition Of City Of Laurel Deputy Clerk/Treasurer Amber Hatton To All City Accounts.

There was no discussion.

4. Ordinance No. O22-04: An Ordinance Amending Section 2.20.010 Of The Laurel Municipal Code Relating To The City Court Clerk For The City Of Laurel

There was no discussion.

5. Ordinance O22-05: An Ordinance Amending Chapter 1.01 (Code Adoption) Of The Laurel Municipal Code Relating To The General Provisions

There was no discussion.

Council Issues

6. City Vision Discussion

The City Attorney drafted a City Vision to begin this discussion.

Council noted that they would like a statement regarding working with the County Commissioners to advocate for a ramp on the Westend exit.

Council noted they would like a section about being a family-friendly community.

Council noted that they would like a statement about civic pride and fostering that as a community.

A draft with those changes will be brought back to the next Workshop.

7. Possible New Committees Discussion (Revenue Advisory Board and Parking Advisory Board)

The Civil Attorney stated that Billings had successfully used advisory boards. They are for a finite amount of time and are a great place to brainstorm ideas to solve a problem. It could be a Citizen only board, or it could also have Council Members.

Two areas that could use advisory boards would be revenue and parking.

It was questioned if this would be one or two advisory boards. It was clarified they would be separate. It was further questioned how large these boards would be. It was clarified that they would be limited.

8. City's Official Statement Regarding Parking within the City of Laurel.

See the attached memo.

9. Press Release Regarding Extra-Territorial Zoning Issues.

See the attached memo.

10. Garbage Rates Discussion

Kurt Markegard, Public Works & Planning Director, briefly reviewed the attached documents. This year the dumping fees are expected to be close to \$270,000.

The City should survey its commercial customers to see their usage. He will work with the Clerk/Treasurer to establish the spreadsheet needed for the exhibit. Right now, if the City paid

for a new garbage truck with cash, it would deplete the reserves, and the City would be forced to take a loan.

It was questioned if the City could charge a fee at the Container Site. It was clarified that the City could charge a flat fee or install a scale and charge accordingly.

It was questioned who determines what is considered construction materials, and it was clarified the Container Site operator makes the determination. That fee is to recover the cost of the tonnage once hauled to the landfill. A scale would cost approximately \$300,000 to \$500,000. They would need to be able to process credit cards. Other things to consider with a scale are how long it will take to break even and how much maintenance will be. The scale would need to be certified by the State.

It was questioned about what happens if we do not have a Container Site and everyone hauls their trash to Billings. It is expected that people would dump those items in their cans, and the City would still be responsible for hauling them to the dump.

One option would be to charge every vehicle that comes to the Container Site. Just because someone has a Laurel zip code does not mean they are within the City limits.

Staff asked if Council would like to see a five-year proposal brought forward or a three year. It was recommended that a five-year proposal be brought forward. Staff will propose what they feel is fair and equitable; if Council doesn't like it, the figures can be reworked. Staff also recommends a capital improvement surcharge to be added to Solid Waste.

There will be a letter that is sent out to each customer as well as a public comment period.

Other Items

Attendance at Upcoming Council Meeting

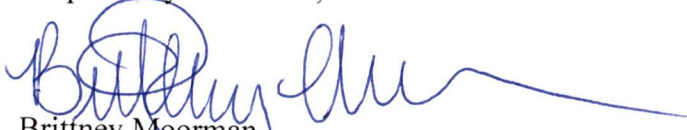
Council Members Wheeler and Eaton will be absent from next week's meeting.

Announcements

A Council Member stated they received a complaint about Mr. Cotter's property. This person was concerned that their property values would decrease due to the state of the property.

The council workshop adjourned at 8:03 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

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

CITY HALL
115 W. 1st. St.
PUB WORKS: 628-4796
PWD 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 STATEMENT

Regarding Parking Obligations of the City of Laurel/Issues Raised by Constituents

16 September 2022

The City of Laurel (hereinafter “the City” or “Laurel”) has been posed with various constituent concerns and complaints regarding parking the City of Laurel. These issues have been, at different times, raised by way of Public Comment at City of Laurel City Council Meetings. In addition, certain members of the community have reached out directly to City Staff Members to ask that the City address various parking issues, as well as implement further expansion plans to “open up” more parking in the City, and most specifically, in the downtown area of Laurel.

The City acknowledges and understands that many Laurel residents would like to see better parking options available to both residential members of the community, as well as business members. As has been discussed at prior City Council Meetings, these issues have been ongoing in the City of Laurel for many years. Simply put, the City’s historical infrastructure, design, and implementation of streets/roadways, as well as parking spaces, did not necessarily adequately prepare for the existing needs of residents, as well as visitors to the City.

The City is committed to continuing to evaluate all options available to it, that are fiscally-sound and viable, within the City’s limited budget and resources. In that light, the City is evaluating setting up a Parking Advisory Board, whereby citizen members can help to define issues, create solutions, find funding options for more and expanded parking, and propose various solutions to the Mayor, City Council, and City Staff. If you are interested in potentially serving on a City Parking Advisory Board, please contact Kurt Markegaard, the City of Laurel Public Work’s Director, and indicate your interest in the same. Mr. Markegaard’s email address is: kmarkegaard@laurel.mt.gov.

In the meantime, it is important to recognize what the City’s obligations *are*, as it relates to parking, as well as what they *are not*.

Montana law does *not* require that a municipality provide parking for City residents. Montana law provides that a municipality *may* provide parking, although the extent and scope of that is not defined by law. *See e.g.*:

7-14-4501. Acquisition, construction, and maintenance of parking areas. A city or town council *may*:

- (1) acquire by lease, gift, purchase, or condemnation pursuant to Title 70, chapter 30, lots or lands for use as parking areas for motor vehicles;
- (2) construct and maintain on the acquired land or on any premises owned or under lease by the city or town suitable parking facilities for the use of the public and for general traffic control; and
- (3) charge for the use of parking facilities.

The provision of parking, by a Montana municipality, is elective, not prescriptive. In addition, there are limitations on how much and to what extent a Montana municipality can install, maintain, and enforce parking meters. *See e.g.* Mont. Code Ann. § 7-14-4512. As a general matter, these are issues that have to be approved by the citizens of the community, before any Ordinances can be passed related to “pay for parking” options. While the City recognizes that what is elective legal authority is not the only consideration at issue, the City asks its constituents to understand what a City’s legal obligations *are*, versus what they *are not*.

Limited parking options are a “real and present issue” for many Cities, including most of the Cities in the State of Montana. Most Montana Cities were not originally designed to accommodate the number of drivers and vehicles that residents and visitors utilize, in our present “day and age.” Therefore, many Montana cities have limited parking options, especially in the more historic and downtown areas of the Cities. Laurel is no exception to that. These are issues that have faced all but the most-sprawling municipalities in this State.

The City will continue to evaluate options available to best serve Laurel constituents. These options may include metered parking, permitted parking lots, and eventually, even a parking facility/garage. In the meantime, the more that Laurel residents can be active in proposing solutions – both as to ideas of ways to address traffic flow and parking issues – as well as propose funding options for these expansion opportunities, the better able that we will all be able to “work in partnership together.” Any growth and development in the City of Laurel, especially the downtown and historic areas, will require a balancing of not just needs and demands, but also of costs involved, space available, and impact upon both residential community members and businesses.

As informed constituents likely realized the course of the past several weeks, as the City worked hard to create a balanced budget, Montana law simply does not create great revenue streams for municipalities in this State. City demands are largely served only by way of limited property

taxes. And those property taxes, for a City the size of Laurel, do not cover excess expenditures. Budget limitations within the City have required being very careful about use of funds, and where monies are spent. When the City is forced to evaluate funding related to public services such as emergency response, the Laurel Police Department, Fire, and other necessary and important resources – the City, very unfortunately, does not have significant funds left-over for improvements related to services such as parking. That is where constituent involvement is very important – as active citizens in this community, proposing solutions, grant fund options, partnerships with private enterprises, and other resources for revenue-streams – can make an enormous difference in what funds might be available to better expand these services.

The City also invites and encourages interested Laurel community members to speak directly with your State Representatives about exploring different funding options for municipalities in this State, including the City of Laurel, which will make more revenue resources available to our community.

CITY HALL
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MAYOR: 628-8456

City of Laurel

P.O. Box 10
Laurel, Montana 59044



DEPARTMENT

CITY OF LAUREL PRESS RELEASE

Regarding Extra-Territorial Zoning Issues

16 September 2022

The City of Laurel (hereinafter “the City” or “Laurel”) hereby issues this Press Release regarding issues involving extra-territorial zoning outside City limits.

The City understands and appreciates that varying and divergent views have been expressed throughout the course of this year, related to whether and to what extent the City can zone properties that are outside City boundaries. The City also appreciates that there are varying “stakeholders” and opinions in relationship to these issues, as well as both support and concerns raised by various individuals.

The City has prepared and issued a Legal Opinion regarding these matters. While this Press Release certainly does not encompass all of the issues raised in that Legal Opinion, it attempts to “simplify” the City’s obligations in relationship to extra-territorial zoning issues.

1. At the present time, no Zone Change Application by any County resident is in front of City Council for consideration. The City of Laurel City Council has no authority to act on any extra-territorial zoning issue, at this time.
2. The City itself does not have legal authority to exercise extra-territorial zoning control over County properties, as the County has not ceded this authority to the City of Laurel, by way of an Interlocal Agreement between the County and the City. While the City respects and recognizes that these complicated legal issues can be difficult for many City residents to understand, simply put, the only way that a municipality can legally zone properties outside of its City boundaries is if the surrounding County has ceded those legal duties to the municipality. There is long-standing law on this issue in

Montana, which has been upheld on appeal to the Montana Supreme Court, and the City of Laurel is bound and required to follow that law. Unless and until Yellowstone County formalizes a clear and present intent to have the City of Laurel zone extra-territorial County properties, the City would be acting improperly to do so.

3. Therefore, at the present time, the City cannot take any legal action to consider, evaluate, enforce, or otherwise assess zoning issues for County residents and properties.

If any City of Laurel residents have any questions regarding this issue, they may contact the City of Laurel Civil Attorney and request a copy of the City's Legal Opinion at the following email address: civilattorney@laurel.mt.gov.

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Public Works
Director

September 20, 2022

Mayor Waggoner,

Solid waste rates for residential and commercial must be the same annual rate as per the following Laurel Municipal Code

8.04.130 - Minimum commercial rate. The minimum rate for each business, commercial, educational, and other nonresidential building and other institution shall not be less than the minimum annual residential rate.

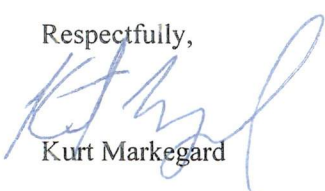
(Ord. No. O21-04, 10-12-2021)

To calculate the annual residential rate, you would take the \$14.00 per month multiplied by 12 months for the annual rate. This equates out to \$168.00 per year for a residential account. Each residential customer is assumed to have 100 gallons of trash per week. 100 gallons per week multiplied by 52 weeks equates out to 5,200 gallons of trash picked up at the residential lot. To determine a rate for commercial customers we need to take the annual rate for a residential customer and divide the annual amount of trash of a residential property. This would be \$168.00(annual rate) divided by the 5200 gallons which equals a \$.032 per gallon rate for a residential property.

The \$.032 rate is then the commercial rate per gallon of service. Any increase in the residential rates would equate to the same price per gallon rate for the commercial customers. The increases to commercial accounts would depend on the amount of service they are requesting. Currently we offer 1/3 of a can (100 gallons), 2/3 of a can (200 gallons), and a full can (300 gallons) all for six day a week pickup. Some commercial customers are only on Fridays for a full can (300 gallons) or a 90 gallon can. All the commercial rates are determined by the amount of service the commercial customer needs and need to be calculated by the \$.032 per gallon.

To understand how rates will change we will need to gather all the residential property accounts and all the commercial account information. We will need to make sure all the solid waste cans out in the city are accounted for and are being properly billed as well. In talking with Kelly, she should be able to pull that information up in the next week or so and we then can build a spreadsheet for the City Council consideration on solid waste rates and what will be needed to cover expenses.

Respectfully,


Kurt Markegard

RESOLUTION NO. R14-34

**A RESOLUTION OF THE LAUREL CITY COUNCIL APPROVING THE
PROPOSED INCREASE IN THE RATES AND CHARGES FOR THE USERS OF
THE MUNICIPAL SOLID WASTE FACILITIES AND EQUIPMENT
TO BE EFFECTIVE ON JULY 1, 2014.**

WHEREAS, the City of Laurel, Montana (the "City") has determined the current solid waste rates and charges in effect at the present time are not adequate to provide revenues with which to defray the continual increased costs of operation, maintenance, and capital of the City's solid waste system and facilities; and

WHEREAS, it is necessary to increase the rates and charges for the services provided by the System in order to collect sufficient revenues to pay costs associated with the operation and maintenance of the System; and

WHEREAS, current budgetary requirements with respect to the operation of said facilities as well as on-going and future projects contemplate the proposed rates becoming effective by July 1, 2014, to enable the City to proceed as expeditiously as possible to continue providing System debt service, maintenance and improvements; and

WHEREAS, the City Council hereby finds and declares that maintaining and improving the System is essential to the preservation of the health, safety and welfare of its residents and users of the System; and

WHEREAS, under MCA § 69-7-101 the City has the power and authority to regulate, establish, and change, as it considers proper, rates, charges, and classifications imposed for utility services to its inhabitants and other persons served by the System so long as rates, charges, and classifications are reasonable and just; and

WHEREAS, a notice of public hearing was mailed to all users of the City's System notifying them that pursuant to Resolution No. R14-27 adopted May 20, 2014, it was the intention of the City to increase the rates and charges for solid waste services and notice of public hearing was published as required by Section 69-7-111, M.C.A. A public hearing was held on June 17, 2014, at 6:30 p.m. in the City Council Chambers at City Hall, Laurel, Montana, for the purpose of gathering public comments and evidence regarding the proposed rate and charge increase; and

WHEREAS, every individual who attended the public hearing was given the opportunity to speak, present argument and/or to submit written comment into the hearing record and based upon the record created, the City Council is prepared to issue its decision pursuant to MCA § 69-7-112.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAUREL, MONTANA:

1. Approval. The proposed increase in the rates and charges for the users of the municipal solid waste system is hereby approved and attached hereto and labeled Exhibit A; and

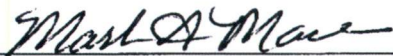
2. Effective date. This resolution shall be immediately filed with the City Clerk/Treasurer and shall become final and effective not less than 10 days after such filing or on July 1, 2014.

Introduced at a regular meeting of the City Council on June 17, 2014, by Council Member Mountsier.

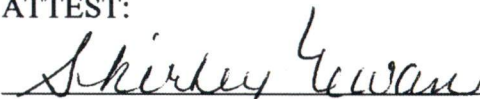
PASSED and APPROVED by the City Council of the City of Laurel this 17th day of June, 2014.

APPROVED by the Mayor this 17th day of June, 2014.

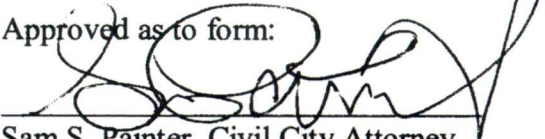
CITY OF LAUREL


Mark A. Mace, Mayor

ATTEST:


Shirley Ewan, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

Residential Rate Increase over 5 Years

Total Residential Clients = 2949

Fiscal Year	Current Cost	Increase	Increased Total	% Increase	Monthly	Yearly	Increase/Yr	Revenue Raised
13-14	\$ 11.80	1	\$ 11.80		\$ 11.80	\$ 141.60		
14-15	\$ 12.80	0.25	\$ 12.80	7.8%	\$ 12.80	\$ 153.60	\$ 12.00	\$ 35,388.00
15-16	\$ 13.05	0.25	\$ 13.30	1.9%	\$ 13.30	\$ 159.60	\$ 6.00	\$ 17,694.00
16-17	\$ 13.30	0.25	\$ 13.55	1.9%	\$ 13.55	\$ 162.60	\$ 3.00	\$ 8,847.00
17-18	\$ 13.55	0.25	\$ 13.80	1.8%	\$ 13.80	\$ 165.60	\$ 3.00	\$ 8,847.00
18-19	\$ 13.80	0.2	\$ 14.00	1.4%	\$ 14.00	\$ 168.00	\$ 2.40	\$ 7,077.60
							\$ 26.40	\$ 77,853.60

Residential Customers

Total Increase over 5 Years

Commercial Rate Increase over 5 years.

Total Users 71, same as residential customers

Fiscal Year	Current Cost	Increase	Increased Total	% Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
13-14	\$ 11.80	1	\$ 11.80		\$ 11.80	\$ 141.60		
14-15	\$ 12.80	0.25	\$ 12.80	7.8%	\$ 12.80	\$ 153.60	\$ 12.00	\$ 852.00
15-16	\$ 13.05	0.25	\$ 13.30	1.9%	\$ 13.30	\$ 159.60	\$ 6.00	\$ 426.00
16-17	\$ 13.30	0.25	\$ 13.55	1.9%	\$ 13.55	\$ 162.60	\$ 3.00	\$ 213.00
17-18	\$ 13.55	0.25	\$ 13.80	1.8%	\$ 13.80	\$ 165.60	\$ 3.00	\$ 213.00
18-19	\$ 13.80	0.2	\$ 14.00	1.4%	\$ 14.00	\$ 168.00	\$ 2.40	\$ 170.40
								\$ 1,874.40

Commercial 1 - 90 Gallon can picked up once per week.

Total Increase over 5 Years

Commercial Rate Increase over 5 years.

Total Users - 66, 300 gallons picked up 6 days per week.

Fiscal Year	Current Cost Per Gallon	Increase	Increase	% Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
13-14	0.0272				\$ 212.16	\$ 2,545.92		
14-15	0.0296	.0024 Cents/Gal		7.8%	\$ 230.88	\$ 2,770.56	\$ 224.64	\$ 14,826.24
15-16	0.0302	.0006 Cents/Gal		1.9%	\$ 235.56	\$ 2,826.72	\$ 56.16	\$ 3,706.56
16-17	0.0308	.0006 Cents/Gal		1.9%	\$ 240.24	\$ 2,882.88	\$ 56.16	\$ 3,706.56
17-18	0.0314	.0006 Cents/Gal		1.8%	\$ 244.92	\$ 2,939.04	\$ 56.16	\$ 3,706.56
18-19	0.0320	.0006 Cents/Gal		1.4%	\$ 249.60	\$ 2,995.20	\$ 56.16	\$ 3,706.56
								\$ 29,652.48

Commercial 2 - 300 Gallon Can picked up 6 times per week.

Total Increase over 5 Years

Commercial Rate Increase over 5 years.

Total Users -19, 200 gallons picked up 6 days per week.

Fiscal Year	Current Cost Per Gallon	Increase	Increase	% Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
13-14	0.0272				\$ 141.44	\$ 1,697.28		
14-15	0.0296	.0024 Cents/Gal		7.8%	\$ 153.92	\$ 1,847.04	\$ 149.76	\$ 2,845.44

15-16		0.0302	.0006 Cents/Gal			1.9%	\$ 157.04	\$ 1,884.48	\$ 37.44	\$ 711.36
16-17		0.0308	.0006 Cents/Gal			1.9%	\$ 160.16	\$ 1,921.92	\$ 37.44	\$ 711.36
17-18		0.0314	.0006 Cents/Gal			1.8%	\$ 163.28	\$ 1,959.36	\$ 37.44	\$ 711.36
18-19		0.0320	.0006 Cents/Gal			1.4%	\$ 166.40	\$ 1,996.80	\$ 37.44	\$ 711.36
										\$ 5,690.88

Commercial 3 - 200 Gallon Can picked up 6 times per week.
Total increase over 5 Years

Commercial Rate Increase over 5 years.

Total Users -62,

100 gallons picked up 6 days per week.

Fiscal Year	Current Cost Per Gallon	Increase	Increase	% Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
13-14	0.0272				\$ 70.72	\$ 848.64		
14-15	0.0296	.0024 Cents/Gal		7.8%	\$ 76.96	\$ 923.52	\$ 74.88	\$ 4,642.56
15-16	0.0302	.0006 Cents/Gal		1.9%	\$ 78.52	\$ 942.24	\$ 18.72	\$ 1,160.64
16-17	0.0308	.0006 Cents/Gal		1.9%	\$ 80.08	\$ 960.96	\$ 18.72	\$ 1,160.64
17-18	0.0314	.0006 Cents/Gal		1.8%	\$ 81.64	\$ 979.68	\$ 18.72	\$ 1,160.64
18-19	0.0320	.0006 Cents/Gal		1.4%	\$ 83.20	\$ 998.40	\$ 18.72	\$ 1,160.64
								\$ 9,285.12

Commercial 4 - 100 Gallon Can picked up 6 times per week.
Total increase over 5 Years

Commercial Rate Increase over 5 years.

Total Users -12,

300 gallons picked up once a week.

Fiscal Year	Current Cost Per Gallon	Increase	Increase	% Increase	Monthly Charge	Yearly Charge	Increase/Yr	Revenue Raised
13-14	0.0272				\$ 35.41	\$ 424.97		
14-15	0.0296	.0024 Cents/Gal		7.8%	\$ 38.54	\$ 462.47	\$ 37.50	\$ 449.97
15-16	0.0302	.0006 Cents/Gal		1.9%	\$ 39.32	\$ 471.84	\$ 9.37	\$ 112.49
16-17	0.0308	.0006 Cents/Gal		1.9%	\$ 40.10	\$ 481.22	\$ 9.37	\$ 112.49
17-18	0.0314	.0006 Cents/Gal		1.8%	\$ 40.88	\$ 490.59	\$ 9.37	\$ 112.49
18-19	0.0320	.0006 Cents/Gal		1.4%	\$ 41.66	\$ 499.97	\$ 9.37	\$ 112.49
								\$ 899.94

Commercial 5 - 300 Gallon Can picked up once a week.
Total increase over 5 Years

Year 1 Increase	\$ 59,004.21
Year 2 Increase	\$ 23,811.05
Year 3 Increase	\$ 14,751.05
Year 4 Increase	\$ 14,751.05
Year 5 Increase	\$ 12,939.05

\$125,256.42 Total Increase over the next 5 years.

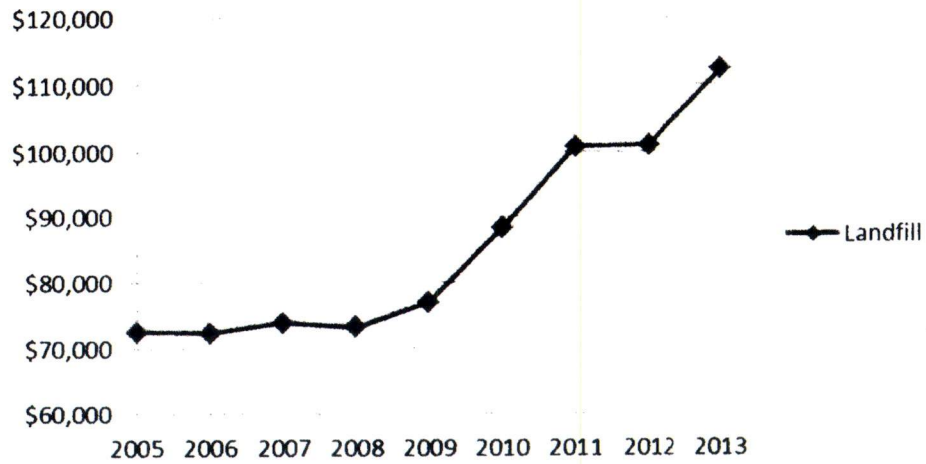
Fiscal Year	Dumping Fees	Tons Dumped	Cost per Ton	Wages per Year	Fuel per Year
05-06	\$ 85,525.45	7437	\$ 11.50	\$257,374.00	\$28,670.00
06-07	\$ 72,639.05	6316	\$ 11.50	\$244,871.00	\$33,052.00
07-08	\$ 73,837.25	6421	\$ 11.50	\$260,835.00	\$44,477.00
08-09	\$ 71,752.40	6239	\$ 11.50	\$232,213.00	\$34,596.00
09-10	\$ 83,204.55	6051	\$ 13.75	\$288,610.00	\$33,141.00
10-11	\$ 93,528.40	6802	\$ 13.75	\$343,052.00	\$47,161.00
11-12	\$104,212.30	5790	\$ 18.00	\$395,921.00	\$56,309.00
12-13	\$ 99,819.20	5546	\$ 18.00	\$386,262.00	\$50,434.00
13-14	\$105,413.00	6268	\$ 18.50	\$386,510.00	\$61,941.00
	123%	84%	161%	150%	216%
		Decrease			

Percentage Increase over the
Last 9 Years

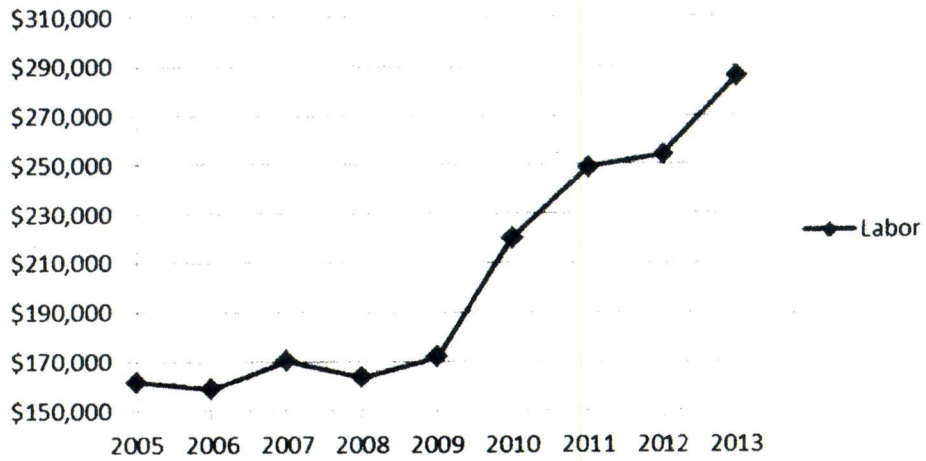
What will the additional revenue be used for:

- 1 Building to House Garbage Trucks
- 2 Land Purchase to build garage on.
- 3 New Garbage Trucks
- 4 Increased Wages
- 5 Scales - Hang Tags
- 6 Recycling

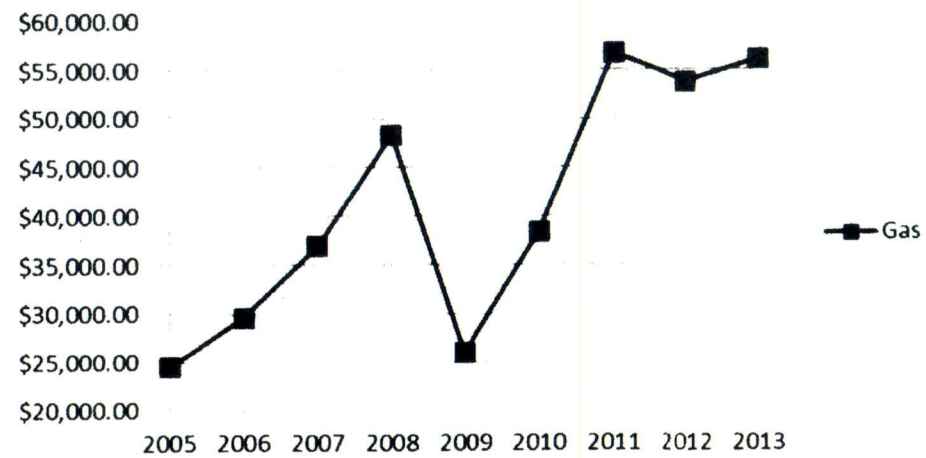
Landfill



Labor



Gas



City of Laurel
P O Box 10
Laurel MT 59044
Phone 628-7431
Fax 628-2289



May 27, 2014

RE: Proposed Solid Waste Rate Increase

Dear Customer,

Greetings from the City of Laurel. This letter is to inform you of an intent to raise the cost of disposing garbage for all residential and commercial users in the City of Laurel.

The City Council will hold a Public Hearing on June 17th, 2014 at 6:30 p.m. in the City Council Chambers at City Hall to hear citizen comments. The Council welcomes any and all comments in regards to the future rate structure.

Following is the Current Rate and Proposed Rate Structure for Solid Waste for the next 6 years:

Current:

Residential

July 13-June 14 \$11.80/month

Commercial

July 2013-June 2014 \$.0272/gallon

Proposed:

Proposed Residential

July 14-June 15	\$12.80/month
July '15-June '16	\$13.05/month
July '17-June '18	\$13.30/month
July '18-June '19	\$13.55/month
June '19-July '20	\$13.80/month
July '20-June '21	\$14.00/month

Proposed Commercial

July 2014-June 2015	\$.0296/gallon
July 2015-June 2016	\$.0302/gallon
July 2016-June 2017	\$.0308/gallon
July 2017-June 2018	\$.0314/gallon
July 2018-June 2019	\$.0320/gallon
July 2019-June 2020	\$.0325/gallon

These rates quoted above are calculated on the following percentages for all users:

Year 1	July 2014-June 2015	8.47% Increase
Year 2	July 2015-June 2016	1.95% increase
Year 3	July 2016-June 2017	1.92% increase
Year 4	July 2017-June 2018	1.88% Increase
Year 5	July 2018-June 2019	1.85% increase
Year 6	July 2019-June 2020	1.45% increase

The transfer site rates will remain the same.

The rate increase is due to increases in dumping fees at the landfill (up 123% since last rate increase), fuel costs (up over 216% since last rate increase) and an increase in labor costs.

Due to the frugal control of the Solid Waste Department the City has not raised the rates for the residential customers since 2000 and commercial customers since 2009.

Thank you for your patronage over the last few years and please come voice your opinion at the Public Hearing on June 17th, 2014. If you are unable to attend the meeting and would like to comment on the subject you may forward your comments to City of Laurel, P O Box 10, Laurel, MT 59044 or e-mail your comments to cityclerk@laurel.mt.gov.

Sincerely,



Mark A. Mace
Mayor, City of Laurel

File Attachments for Item:

10. Budget/Finance Committee Minutes of January 24, 2023.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, January 24, 2023**

Members Present: Richard Klose, Michelle Mize, Heidi Sparks

Others Present: Kelly Strecker, Mayor Dave Waggoner

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 recommend approval to Council; claims entered through January 20, 2023. Heidi Sparks moved to approve the claims and check register for claims entered through January 20, 2023. Michelle Mize seconded the motion, all in favor, motion passed 3-0.
2. Review and approved January 10, 2023, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of January 10, 2023. Richard Klose seconded the motion, all in favor, motion passed 3-0.
3. Review and approve purchase requisitions for the Police Department. For the purchase of a used Patrol car with funds being allocated through their Federal Equitable Sharing Fund. Also, the purchase of new Glock Model 17 handguns. Heidi Sparks moved to approve both purchase requisitions. Richard Klose seconded the motion, all in favor, motion passed 3-0.
4. Review and approve Payroll Register for the pay period ending January 8, 2023, totaling \$231,104.99. Michele Mize motioned to approve the payroll register for the pay period ending January 8, 2023, totaling \$231,104.99. Heidi Sparks seconded the motion, all in favor, motion passed 3-0.

New Business –

Old Business –

Other Items –

1. Review Comp/OT reports for the pay period ending January 8, 2023.
2. Mayor Update –Mayor stated that construction for the Splash Park will begin on January 25, 2023. They will begin removing the ice from the bottom of the pool and begin filling it with dirt.
3. Clerk/Treasurer Financial Update-Kelly stated that she has begun working and preparing for the new budget year and preparing for Union Negotiations.

Announcements –

4. The next Budget and Finance Committee meeting will be held on February 14, 2023, at 5:30 pm.
5. Michelle Mize is scheduled to review claims for the next meeting.

Meeting 6:00 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:

11. Emergency Services Committee Minutes of November 28, 2023.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, NOVEMBER 28, 2022**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, November 28, 2022 by Chair Heidi Sparks

Members Present: Heidi Sparks- Chair, Irv Wilke- Vice Chair, Richard Klose, Bill Mountsier, Jamie Swecker, Bruce McGee

Others Present: Police Chief Stan Langve, Fire Chief Brent Peters and Sampson the dog, Ambulance Director Lyndy Gurchiek, Troy Charbonneau- Ambulance Dept

Public Input: None

General Items

1. Approval of Emergency Services Committee minutes of September 26, 2022. Irv Wilke moved to approve the minutes; Richard Klose seconded- Motion carried 6-0
2. Approval of Emergency Services Committee minutes of October 24, 2022. Bill Mountsier moved to approve the minutes; Irv Wilke seconded- Motion carried 6-0

New Business

3. Update from Emergency Departments
 - a. Police Department Chief Langve – Report attached
 - i. Items to note:
 1. 790 total calls for the month of November. This is up over the last few months, theft is up. Vandalism was tied to a rash of incidents in Billings as well. DUIs are up and expected to stay up with the holidays. Increased weapons calls, including a call with SWAT involved.
 2. Getting a dispatcher back Dec 1st from FMLA.
 3. Reopened application for pool of officers to hire from since the pool was not large enough. Carbon County, Bozeman both hiring causing issues for our hiring pool. Bill Mountsier asked how big of a pool Chief Langve looks for. He stated a pool of 10 is usually a good number knowing that we will have at least 1 maybe 2 positions to hire for the year.
 4. We should have a reserve academy this year as well.
 5. Received an unexpected donation from a private donor for the range and shed. Will be sitting down with Sheriff's Office and MHP to make improvements at the range since they share this range with us. Hoping this can be improvements to the targets, shed and shelter.
 - b. Ambulance Director Lyndy Gurchiek – Report attached
 - i. Items to note:
 1. Busy month, 2nd highest for 2022
 2. Looking to partner with St Vs Walk-in for community medicine responders to complete their 10-20 hours of clinical training. Will look to

continue partnership for referrals for these individuals to follow up with as part of this program.

3. Heidi Sparks asked about the Ward 5 area and where the conversation is at with creating a district. After conversations with the City Attorney this might not be the best time to move forward with a district creation with some of the changes in the county. Looking to possibly do a mill levy for the time being and then looking for a district creation in the future.

c. Fire Chief Brent Peters – Reports attached

i. Items to note:

1. 3 months' worth of reports provided (Aug, Sept and Oct), due to scheduling and lack of quorum at previous month's meeting.
2. Severity staffing for wildfires ended on Sept 14, 2022
3. Fire prevention week took place in Oct and spent 122 hours going to schools and presenting as part of that
4. Will be presenting 2 new members to council at the next workshop for approval
5. Implemented a billing system for the fire department. Worked with Kelly to get the billing in place. This is for anyone receiving our services who are not within the city of Laurel. Have been able to send out our first bill, this was for a fire in the Molt area.
6. New brush truck should arrive beginning of February.

Old Business:

Other Items: Next meeting is slated for December 26th. Bill Mountsier moved to cancel the December meeting and meet again in January. Irv Wilke seconded. Motion carried 6-0

Announcements

8. Next Meeting will be Monday, January 23, 2023, at 6:00pm in Council Chambers

Meeting adjourned at 6:31pm

File Attachments for Item:

12. Public Works Committee Minutes of December 19, 2023.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, DECEMBER 19, 2022**

The Public Works Committee meeting was called to order at 6:00pm on Monday, December 19, 2022, by Committee Chair, Heidi Sparks.

Members Present: Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Emelie Eaton, Marv Carter, Jon Gotschall

Others Present: Kurt Markegard- Public Works Director

Public Input: None

General Items

1. Approval of Minutes from November 21, 2022- Irv Wilke made a motion to approve the minutes of November 21, 2022. Motion was seconded by Emelie Eaton. Motion carried 5-0 to approve the minutes.

New Business

2. Emergency Call Out Report- Report attached
 - Items to note:
 - Elm Lift station sewer rupture- Kurt stated this is a roughly 40-year-old line. This is the 4th rupture since Kurt has been with the city. Replacement of the line will require coordination with the state since this line is in the highway, it will also require traffic being diverted
 - Discussion around the potential cost of replacement- sewer line is approximately \$200/ft, this would be roughly 400 feet of repair. This is also not a budgeted project for 2023 fiscal year. This has been on the list from KLJ
 - Irv made a motion to move this project forward with KLJ for planning, Emelie seconded. Motion carried 5-0
3. KLJ Report- Report attached
 - Items to note:
 - Agreements from MDT and MRL are on council agenda 12/20/22
 - Water System PER draft was received today, 12/19/22. Kurt will receive and provide KLJ feedback prior to being presented to Public Works committee
 - Riverside Park walking trail- there is a trail grant program the mayor would like to be investigated. Also have some money left over from the ExxonMobil settlement that could be used for this as well.
 - The Golf Course has been annexed into the city as of 2 weeks ago. They are working on receiving water and sewer lines out to the new clubhouse.
4. PER Water System Report discussion- postponed until January meeting

Old Business: None

Other Items

5. January meeting discussion- January meeting falls on holiday. Irv made a motion to move the January meeting to January 30th, and to cancel the February meeting due to the holiday in February, Jon seconded the motion. Motion carried 5-0.

Announcements

Next Meeting will be Monday, January 30, 2023, at 6:00pm in Council Chambers

Meeting adjourned at 6:46pm

Emergency Call Out for December 19, 2022, Public Works Committee Meeting

- 11-23-2022 Water Turn on.
- 12-2-2022 Elm Lift station alarm
- 12-3-2022 Elm Lift station pressurized sewer rupture-see picture
- 12-5-2022 sanding streets from police dispatch





2022 Pavement Maintenance Project (4th Street Reconstruction)
(KLJ #2104-00862)

Reason for Project: To provide yearly maintenance and improvements to the City of Laurel Roads Network.

Project Scope: Miscellaneous annual pavement maintenance design, bidding and construction in locations throughout the City of laurel

Current Status:

- Project Bid Opened on 5.5.22
- Contracts Executed 6.8.22
- Suspend Work Order issued 6.8.22 (Contractor to begin in Spring of 2023)
- DEQ Approved on 10.7.22
- Pre-Construction Meeting held on 11.10.22
- Final Public Meeting held 11.9.22
- Working with MDT & MRL on getting RR crossing approved.
- Contractor is scheduled to begin work in April

Water System PER (KLJ #2104-00147)

Reason for Project: To update the Preliminary Engineering Report that was completed in April 2014 with the most current information.

Project Scope: To Update the existing computer model for the water distribution system; Review pressure zone, tank and booster station alternatives; Analyze up to 3 different sites for a new water tank and explore funding alternative for all potential projects.

Current Status:

- Draft PER near complete; currently evaluating potential funding sources
- Final PER report

Southside Stormwater Study (KLJ #2004-01470)

Reason for Project: Analyze Laurels South side to determine needed improvements for stormwater.

Project Scope: : To complete a stormwater master plan for the areas south of the train tracks and west of Highway 212.

Current Status:

- Completed, need to discuss next steps in resolving outfall.



City of Laurel Project Status Update December 16, 2022



WTP Lift Well Replacement (KLJ #2004-01487)

Reason for Project: To replace a lift well at the Laurel Water Treatment Plant.

Project Scope: Reconstruction and rehabilitation of the lift well at the City of Laurel Water Treatment Plant.

Current Status:

- 100% review with Nathan completed February 8th
- DEQ approval received March 14th
- Pre-Bid conference was held on May 12th
- Bid opening was held on May 19th
- Construction agreements executed
- Submittal reviews are ongoing
- Pre-Construction held 12.6.22
- Construction scheduled to start in January

Laurel Planning Services (KLJ #1804-00554)

Reason for Project: KLJ has been retained to provide City of Laurel planning services as needed.

Project Scope: Planning services may include; subdivision, zoning, development, floodplain hazard management, miscellaneous reviews and other related work. KLJ will prepare staff reports, recommendations, and attend meetings upon request.

Current Status:

- Zoning Regulations Update. Task order sent to Kurt
- Subdivision Regulations Update. In house project
- Planning Jurisdiction Issues moving forward.
- West Interchange Plan. Local match not budgeted
- Downtown Parking Study. Waiting on building use information
- Planner/Project Transition. Ongoing

Laurel Capital Improvement Plan (KLJ # 2104-00649)

Reason for Project: KLJ has been retained by the City of Laurel to develop a 5-year Capital Improvement Plan (CIP).

Project Scope: The CIP is primarily a planning tool for annual budgeting to assist Departments and the Governing Body establish project priorities and funding.

Current Status:

- *Task Order executed*



City of Laurel Project Status Update December 16, 2022



- *Kick-off meeting Department Heads*
- *Initial structure of CIP generated*
- *Department Heads contacted for additional projects.*
- *Document is being drafted.*
- *A meeting with City Department Heads needs to be scheduled in late November.*
- *The document will be presented to a City Council Work Session*
- *A Public Hearing before the City Council needs to be scheduled.*

Other Notes and Information

Other potential projects have been identified during recent conversations between City staff and KLJ. City Public Works staff and KLJ task leaders meet bi-weekly to discuss current and future projects. As these are tentative, the timing and extent of KLJ's services are TBD, unless noted otherwise.

Anticipated FY22 Projects

1. Water System Planning
 - a. Booster station rehabilitation or replacement (task order forthcoming)
 - b. Water storage tank Preliminary Engineering Report
2. 7th Street reconstruction
3. City Pool Repurposing into Splash Park
4. Riverfront Park walking trail
5. Updates to Zoning regulations
6. Updates to Subdivision Regulations
7. West Interchange Neighborhood Plan
8. Grant writing assistance for the city.

Other Potential Future Projects

1. West Side TIFF

File Attachments for Item:

13. Appointment of Dylan Figg and Collin White to the Laurel Emergency Medical Service.



**CITY OF LAUREL
MONTANA**
EMERGENCY MEDICAL SERVICES
215 W 1ST ST
LAUREL, MONTANA – 59044
OFFICE: (406) 628 – 1611 | DISPATCH: (406) 628 - 8737



January 31, 2023

Dear Mayor and City Council,

We are excited to announce that we have 2 EMS providers interested in joining our service as a volunteer. We have interviewed the following people and would be excited to bring them onto our team.

- Dylan Figg, EMT. Dylan just received his EMT license. He would love to join our team to help gain the skills necessary to take care of patients in our community.
- Collin White, EMT. Collin also recently received his EMT license. He is an Emergency Department Tech at StVs and would love to join our team to help gain the skills necessary to take care of patients.

I believe they would both fit in well with our team and be an asset to our service.

If the candidates are granted Council and Mayor approval, we will begin conducting their background checks and once completed and approved, we can bring them on the team.

Thank you very much for your consideration on these candidates.

Lyndy Gurchiek, NRP, Director
Laurel EMS
215 W 1st Street
Laurel, MT 591044
lgurchiek@laurel.mt.gov
406-860-8233

File Attachments for Item:

14. Resolution No. R23-06: A 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. R23-06

A 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, 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 2023 in cooperation with the ARA of YC to serve residents of the City of Laurel and Yellowstone County; and

WHEREAS, the City and ARA of YC believe it to be in both parties’ best interests to execute a Memorandum of Understanding by and between the City and ARA of YC.

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 14th day of February 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 14th day of February 2023.

APPROVED by the Mayor on the 14th day of February 2023.

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**

W I T N E S S E T H:

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 2023 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, one transport vehicles, a Dodge Sprinter for everyday on demand use, with the ARA of YC bus, which is stored at the Laurel Senior Center, being used for back-up should the 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. The current number of transit riders 60 and over is currently totaling 60% of the riders. After the 54% reimbursement from the State the ARA of YC will reimburse the City of Laurel for 60% of the remaining fuel charges. Unless the population of riders significantly changes mid-year, the fuel budget will be modified yearly.
 - i. Jointly implement policies and procedures that encourage the use of public

transportation.

- j. 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

Michael A. Larson
Mike Larson, Executive Director

01/31/2023
Date

File Attachments for Item:

15. Resolution No. R23-07: A Resolution Of The City Council Authorizing The Mayor To Accept The Service Order From ClearGov, Inc. And Execute All Related Documents.

RESOLUTION NO. R23-07

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT THE SERVICE ORDER FROM CLEARGOV, INC. AND EXECUTE ALL
RELATED DOCUMENTS.**

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

Section 1: Approval. The Service Order from ClearGov, Inc. (hereinafter “the ClearGov Service Order”), as well as all other respective agreements related to the performance of the services to be provided by ClearGov, Inc., copies attached hereto and incorporated herein, are hereby approved.

Section 2: Execution. The Mayor is hereby given authority to accept the Service Order from ClearGov, Inc., as well as execute all necessary agreements for the provision of services by ClearGov, Inc., as reflected in the documents attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the 14th day of February 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 14th day of February 2023.

APPROVED by the Mayor on the 14th day of February 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Kristin Fine
Contact Phone	972-948-2999
Contact Email	kfine@cleargov.com

Order Date	Feb 9, 2023
Order valid if signed by	Feb 17, 2023

Customer Information					
Customer	City of Laurel, MT	Contact	Kelly Strecker	Billing Contact	Kelly Strecker
Address	115 W 1st St	Title	City Clerk/Treasurer	Title	City Clerk/Treasurer
City, St, Zip	Laurel, MT 59044	Email	kstrecker@laurel.mt.gov	Email	kstrecker@laurel.mt.gov
Phone	406-628-7431			PO # (If any)	

The Services you will receive and the Fees for those Services are...		
Set up Services		Tier/Rate
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 1
ClearGov Setup Bundle Discount: Discount for bundled solutions		Tier 1
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 3,600.00
Subscription Services		Tier
ClearGov Operational Budgeting - Civic Edition		Tier 1
ClearGov Personnel Budgeting - Civic Edition		Tier 1
ClearGov Capital Budgeting - Civic Edition		Tier 1
ClearGov Digital Budget Book - Civic Edition		Tier 1
ClearGov Transparency - Civic Edition		Tier 1
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions		Tier 1
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 12,795.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jul 1, 2023	Jul 1, 2023	ClearGov Setup Services
Initial	Jul 1, 2023	Jun 30, 2026	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2023	\$3,600.00	One Time Setup Fee
Jul 1, 2023	\$12,795.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herei		
Billing Terms and Conditions		
Valid Until	Feb 17, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

File Attachments for Item:

16. Resolution No. R23-08: A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.

RESOLUTION NO. R23-08

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF LAUREL AND THE YELLOWSTONE VALLEY ANIMAL SHELTER, FOR THE PROVISION OF ANIMAL SHELTER SERVICES.

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

Section 1: Approval. The Agreement by and between the City of Laurel and the Yellowstone Valley Animal Shelter, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement with the Yellowstone Valley Animal Shelter on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on the 14th day of February 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of February 2023.

APPROVED by the Mayor the 14th day of February 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CONTRACT FOR SERVICES

This Agreement is made this 24th day of January, 2023, between the City of Laurel, Montana (“City”), and Yellowstone Valley Animal Shelter, Billings, Montana (“Contractor”).

City and Contractor, in consideration of the material covenants set forth in this Agreement, agree as follows:

1. **TERM:** This Agreement is effective as of the date of its execution and will begin on July 1, 2023 and terminate on June 30, 2024. The parties may extend this Agreement, by mutual concurrence, for four (4) additional one-year periods, in writing, prior to termination of each term.
2. **SCOPE OF WORK:** Contractor shall provide the following services:
 - a. **Dog Impounds:** Contractor agrees to admit and accept responsibility for the care and custody of all dogs impounded at the Contractor facility by personnel of the City and within the City boundaries, subject to the limitations set forth in this Agreement. The Contractor agrees to take reasonable care of such dogs in a manner consistent with good standard practices of animal shelters to include, but not be limited to, providing proper food, water and shelter.
 - i. It is understood that City has a facility to keep dogs for a 72-hour hold period. Under the terms of this Agreement, City may bring dogs to Contractor for veterinary treatment for illness or injury during this 72-hour hold period. If Contractor determines that such dogs require any vaccinations or other treatment in order to protect the greater population of animals, the Contractor may administer such treatment.
 - ii. All dogs not reclaimed by an owner within City’s 72-hour hold period shall become the property of the Contractor. Additionally, all dogs brought to Contractor’s facility by the City beyond the City’s 72-hour period shall become the property of the Contractor.
 - iii. Payment of all boarding fees and surgery costs shall initially be the responsibility of the animal owner. If the dog is not reclaimed within 72 hours, Contractor will notify the City and the dog will be placed for adoption and the unpaid boarding fees and surgery costs shall then be borne by the City.
 - iv. Any dog impounded for rabies quarantine will be held 10 days from the time of the bite or whatever time is required by the Yellowstone County Health Department, whichever is longer. The City may authorize an earlier release to the owner. No dog will be released from quarantine without a signed Rabies Quarantine Release Form that is provided by the City.

- v. All dogs impounded pursuant to this section will be held by the Contractor until they are released to Contractor by a signed release from the owner, the owner's legal representative, or by a court of law. The dog may be released to the owner with a release signed by the City. If the owner does not respond within 72 hours, the Contractor assumes ownership of the animal.
 - b. **Limitation:** This Agreement applies only to dogs and no other animals. Contractor will not accept any more than ten (10) dogs from one incident from the City, or any other entity, without prior notification. The City (or other entity) shall reasonably communicate with Contractor when it receives a report of an incident which could result in bringing more than 10 dogs to Contractor. Further, the City shall communicate and coordinate with Contractor regarding non-emergency incidents involving more than 10 dogs. Upon a minimum of six (6) hours' notification, Contractor will make every effort to accept the dogs but may choose not to accept all. The City will be responsible for seeking care for those animals elsewhere.
 - c. **Euthanasia During Impound Period:** The Contractor shall only euthanize a dog during the impound period within 72 hours upon written request by the City, order of a court of law, or if such dog is seriously injured, hopelessly sick or injured beyond any reasonable chance of recovery.
 - d. **Veterinary Care:** In the event a dog is brought to Contractor by an officer or citizen from within the City and logged in as a City impound, appropriate veterinary care will be provided if the situation arises. The Contractor will notify the officer of the veterinary care and the City will reimburse the Contractor for the cost of the veterinary services if not paid by the owner.
3. **PAYMENT:** For the services provided in this Agreement, City shall pay contractor an annual fee of Five-Thousand and no/100 Dollars (\$5,000.00) for the first year of the term of this Agreement. Subsequent annual fees shall be adjusted based on U.S. Bureau of Labor Statistics Consumer Price Index, West Region figures. Payment shall be made in equal monthly installments after invoicing by Contractor.
4. **OTHER FEES:**
- a. For impounded dogs, Contractor may collect daily boarding/reclaim fees from the owner at the time the dog is reclaimed. The boarding and reclaim fees will be set by Contractor.
 - b. In addition to all other fees allowed by this Agreement, if City brings ten (10) or more dogs into the shelter from any one given situation, City will pay an additional fee of Three Hundred and no/100 Dollars (\$300.00) to Contractor as emergency funding for each group of ten (10) dogs.
 - c. In addition to the foregoing, City will pay Contractor the cost of additional veterinary services requested by the City for any impounded dog authorized by the

City and not paid by the owner. Such services include but are not limited to workups for animal cruelty cases or other veterinary care.

- d. Contractor will bill the City monthly for all fees due under this Agreement, and such fees are due and payable within 30 days of receipt of the bill. Contractor may add finance charges for any bill not paid within 30 days, and City agrees to pay such charges.

- 5. **CITY DUTIES:** City will make every reasonable effort to locate the dog's owner before transporting the dog to Contractor. City will give six (6) hours' notice to Contractor of the surrender or capture of more than 10 dogs. City will not accept owner surrenders in the field. Persons surrendering a dog must make arrangements with Contractor.

6. **RECORDS:**

- a. The City, upon impounding a dog, will provide a written record to the Contractor to include:
 - i. The date and time the dog was impounded;
 - ii. A description of the dog by breed, gender, physical characteristics, collar and/or tags and assigned identification number;
 - iii. Location where the dog was found and reason for impoundment;
 - iv. Name, address, telephone number and location of the dog's owner, if known; and
 - v. Name and badge number of the officer impounding the dog.
- b. Contractor will provide upon request a written record of the disposition of all dogs impounded by the City, to include:
 - i. Disposition, date and time of same;
 - ii. Name, address and phone number of owners reclaiming their dog;
 - iii. Name, current address and telephone number of any citizen turning a dog into the shelter and logged in under the City account;
 - iv. Name of the Contractor representative releasing or euthanizing the dog; and
 - v. A monthly itemized account of all dogs impounded within the City and any additional charges for related services.
- c. Contractor agrees to attempt to verify the identity of the citizen by confirming identification with a photo identification card and making appropriate notations regarding such verification. And, with the individuals' consent, may photocopy that identification for use by the City.

- 7. **INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties. Contractor shall comply with the applicable requirements

of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all employees of Contractor's organization, except for those who are exempted by law. Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

8. **INDEMNITY:** The Contractor shall defend, indemnify and hold harmless City from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's negligence and for which City's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that City is liable for any damages by reason of a non-delegable duty.

The City shall defend, indemnify and hold harmless Contractor from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of City's negligence and for which Contractor's sole basis of liability is vicarious liability for the acts or omissions of City. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Contractor, is liable for any damages by reason of a non-delegable duty.

9. **INSURANCE:** Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming City as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work or service and for which the City's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance the City of Laurel as additional insured. In addition, Contractor will furnish to City a copy of the policy endorsement, CG 32 87 05 10, indicating that the City of Laurel is named as an additional insured under the Contractor's insurance policy. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of City. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

10. **COMPLIANCE WITH LAWS:** Contractor agrees to operate the shelter in accordance with local, state and federal laws, ordinances, rules, and regulations, and national standards, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section Mont. Code Ann. § 49-3-207, Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract. City agrees to comply with all local, state and federal laws, ordinances, rules and regulations.
11. **LIAISON:** City's designated liaison with Contractor is Stan Langve, and Contractor's designated liaison with City is Trinita Halverson, Yellowstone Valley Animal Shelter Executive Director.
12. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Subject to Section 14 of this Agreement, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

Either party may terminate this Agreement by providing the other with a written notice of intent to terminate at least ninety (90) days in advance of the termination date. Said notice shall be in writing and delivered to the other party.

13. **NON-WAIVER:** A waiver by either party, any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.
14. **DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to

resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this Agreement.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the Montana Thirteenth Judicial District Court, Yellowstone County.
16. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.
17. **BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
18. **NO ASSIGNMENT:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without written consent of the other.
19. **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
20. **HEADINGS:** The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
21. **SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
22. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the City or Contractor demonstrating both parties' compliance with the requirements of this Agreement.
23. **COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.
24. **INTEGRATION:** The Contract Documents, which comprise the entire agreement between City and Contractor, consist of the following:
 - This Agreement;
 - Contractor's proposal; and
 - Contractor's current Certificate of Insurance and Workers Compensation coverage.

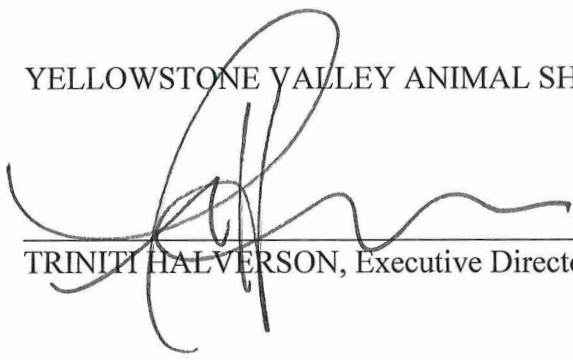
All communications, either verbal or written, made prior to the date of this Agreement are withdrawn unless specifically made a part of this Agreement.

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

CITY OF LAUREL, MONTANA

YELLOWSTONE VALLEY ANIMAL SHELTER

MAYOR



TRINITI HALVERSON, Executive Director

File Attachments for Item:

17. Resolution R23-09: A Resolution Of The City Council Authorizing The Mayor To Accept The Proposal From In Control, Inc. For City Of Laurel Wastewater Treatment Plant Upgrades And Execute All Related Documents.

RESOLUTION NO. R23-09

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT THE PROPOSAL FROM IN CONTROL, INC. FOR CITY OF LAUREL
WASTEWATER TREATMENT PLANT UPGRADES AND EXECUTE ALL
RELATED DOCUMENTS.**

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

Section 1: Approval. The Proposal (Proposal # QP22121201-06) from In Control, Inc. (hereinafter “the WWTP Upgrade Proposal”), as well as all other respective agreements related to the performance of the services to be provided by In Control, Inc., copies attached hereto and incorporated herein, are hereby approved.

Section 2: Execution. The Mayor is hereby given authority to accept the WWTP Upgrade Proposal, as well as execute all necessary agreements for the provision of services by In Control, Inc., as reflected in the documents attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the 14th day of February 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 14th day of February 2023.

APPROVED by the Mayor on the 14th day of February 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



In Control, Inc.
5301 E River Rd, Suite 108
Fridley, MN 55421

PROPOSAL # QP22121201-06

To: City of Laurel

Date: January 5, 2023

From: Cade Beeton

Valid: 30 days

Page: 1 of 5

Attn: Kurt Markegard – Public Works Director
Thomas Henry – Chief Operator

Re: City of Laurel WWTP Upgrades

In Control, Inc. is pleased to provide our proposal for materials and services as part of the project referenced above. This proposal is based upon the pre-engineering survey performed by In Control Inc. in September 2022. It is the intent of In Control to incorporate our proven standards and programming as much as possible on an upgraded control system to provide effective and efficient operation of the City of Laurel WWTP for decades to come.

This proposal is broken up into two separate phases with a deduct if both phases are accepted up front. Accepting Phase 1 and Phase 2 up front will eliminate running two separate SCADA systems simultaneously and significantly reduce costs from programming changes and licensing for the existing Wonderware SCADA system.

Phase 1 includes replacing the existing operator interface terminals (OITs) with Allen Bradley PanelView OITs for the Headworks Building Panel, Digester Building Panel, and Control Building panel. Phase 1 also includes replacing the obsolete GE Genius Bus protocol, GE Fanuc 90-30 programmable logic controllers (PLCs) and the other obsolete equipment in the existing control panels listed in the items below. Phase 1 includes reusing and updating the existing Wonderware SCADA system and licensing on a new SCADA computer running Windows 10. **Windows 7 is no longer in support and is a security liability.** We will attempt to interface with the existing big-screen TV; if there is a compatibility issue we will work with the city to replace it.

Phase 2 includes replacing the existing operator interface terminals (OITs) with Allen Bradley PanelView OITs for (2) Blower Building panels, (1) Solids building panel, and (1) Anaerobic Basin Remote IO Panel. Phase 2 also includes replacing the existing Wonderware SCADA system with Rockwell's FactoryTalkView SE Station to match the SCADA system in the Laurel Water Treatment facility. A key benefit in upgrading to the Allen Bradley equipment is that they will provide an entire plant control node offering an industrial grade backup of the main SCADA computer and also reduce the variety of spare parts required to keep on hand.

City's Electrical contractor to furnish, install and terminate fiber optic cable from Control Building to Headworks Building and Digester Building.



Proposed Materials and Services

Item 1 - Professional Engineering Services as the System Integrator

- A. One project manager will be assigned as a primary point of contact through project completion
- B. A project team consisting of up to (3) engineers will be assigned to the project
- C. Engineering review meetings will be conducted on a timely basis as required
- D. Industry best practices, proven control approaches and standardized objects will be implemented in the design, configuration, and development of the entire system
- E. PLC, OIT, and SCADA Programming is included and will be tested prior to start up
- F. The entire design including control panel drawing updates, motor control schematics, and instrumentation schematics will be completed internally with functional testing prior to start up
- G. Electronic drawings will be drafted and submitted for approval. As Built drawings will be provided electronically upon shipment of control panels. Final drawings and O&M documents will be provided electronically after substantial completion

Item 2 - Phase 1

In Control will furnish and install PLC racks, OITs, network equipment, and end-of-life components. Field instruments will be furnished loose for installation by others.

- A. Headworks Building
 - 1. Allen Bradley CompactLogix PLC CPU and I/O Modules
 - 2. 12" PanelView Plus 7 Performance OIT
 - 3. 8-Port Fiber/Copper Ethernet Switch
 - 4. Fiber Patch Panel, Patch Cable, Adapter Plate
 - 5. Replacement end-of-life components as needed, including Intrinsic Safety Barriers
- B. Digester Building
 - 1. Allen Bradley CompactLogix PLC CPU and I/O Modules
 - 2. 12" PanelView Plus 7 Performance OIT
 - 3. 8-Port Fiber/Copper Ethernet Switch
 - 4. Fiber Patch Panel, Patch Cable, Adapter Plate
 - 5. Replacement end-of-life components as needed
 - 6. Sump Pump controllers with float switches for backup control and replacement Intrinsic Safety Barriers

C. Control Building

1. Allen Bradley CompactLogix PLC CPU and I/O Modules
2. 12" PanelView Plus 7 Performance OIT
3. Sensaphone 8-Channel Hardware Dialer
4. Redundant Barnett Cellular Dialer - (recurring cellular charges are responsibility of the city)
5. Fiber Patch Panel, Patch Cable, Adapter Plate
6. Replacement end-of-life components as needed

D. SCADA Computer

1. Dell Precision 3460 Tower PC, Solid State
2. Microsoft Office Professional
3. Keyboard and Mouse
4. (2) 24" Dell Ultrasharp Monitors
5. Stereo Soundbar
6. True Online UPS and power strip with surge protected outlets
7. WatchGuard Firewall with one year of Total Security Suite

E. SCADA Software

1. The existing Wonderware installation will be updated to include screens, setpoints, and levels for the Headworks, Digester, and Control buildings. This will require an upgrade to the latest version and support from Wonderware.

F. Spare Parts

1. A spare PLC CPU and an I/O module of each type used will be provided
2. A spare 24 VDC power supply will be provided

Item 3 - Phase 2

In Control will furnish and install hardware and software for Phase 2.

A. SCADA Software

1. A new FactoryTalkView SE Station, Unlimited Display, Perpetual License application will be created to replace the Wonderware installation.

B. OIT Replacement – Maple Systems OITs will be replaced with 12" PanelView Plus 7 Performance OITs in the following locations:

1. (2) Blower Building
2. (1) Solids Building
3. (1) Anaerobic Basin Remote I/O Panel

Item 4 - Deduct

In the event that Phase 1 and 2 are purchased simultaneously, the Wonderware software upgrade under Phase 1 will no longer be necessary. The deduct removes the Wonderware update and integration.

Proposal Summary

NET TOTAL PRICING:

The following prices apply to the proposed materials and services:

Phase 1:	\$ 223,187
Phase 2:	\$ 160,927
Net Total:	\$ 384,114
Deduct:	\$ 63,755
Net Total with Deduct:	\$ 320,359

Sales and Use Taxes: Excluded

Freight: Included, FOB shipping point

EXCLUSIONS:

Our proposal does not include the following:

- Bonding, Permits, Licenses, or Fees of any kind
- Removal, demolition, or disposal of existing equipment
- Field installation of equipment, enclosures, instrumentation, or other products provided
- Fasteners or mounts, wire, raceway, or fittings required for field installed products
- Termination of any field wiring such as line power, control signals, instrumentation, etc.
- Normal and customary items provided by a general or electrical contractor
- Electrical Studies, Tests, or Inspections that are not detailed in this proposal
- Network Media or Testing that are not defined in the scope of work detailed in this proposal
- Any equipment or services that are not defined in the scope of work detailed in this proposal
- Shipping costs to locations other than the primary project site

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton

Technical Sales Engineer

Mobile: 406.661.4795

Office: 763.783.9500

E-Mail: cade.beeton@incontrol.net

Bob Dietrich

Estimator

Mobile: 612.210.2944

Office: 763.783.9500 x2004

E-Mail: bob.dietrich@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____

Proposal Number: QP22121201-06

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **TRANSPORTATION** - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.
9. **ESCALATION** – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
10. **PAYMENT TERMS** - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.
11. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
12. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

File Attachments for Item:

18. Resolution R23-10: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Advanced Pump And Equipment, Inc.

RESOLUTION NO. R23-10

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
ADVANCED PUMP AND EQUIPMENT, INC.**

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel and Advanced Pump and Equipment, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Advanced Pump and Equipment, Inc. on behalf of the City.

Introduced at a regular meeting of the City Council on the 14th day of February, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of February, 2023.

APPROVED by the Mayor the 14th day of February, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 14 day of February 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Advanced Pump & Equipment, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 81 Gold Miner Lane, Unit A, Belgrade, MT 59714, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated January 12, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor eighteen thousand seven hundred and fifty dollars and thirty six cents (\$18,750.36) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 14th DAY OF FEBRUARY 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Advanced Pump & Equipment, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



Advanced Pump & Equipment, Inc.
81 Gold Miner Lane, Unit A
Belgrade MT 59714
United States

Quote
#ESTAPE1131
1/12/2023

Bill To

City of Laurel
P. O. Box 10
Laurel MT 59044
United States

TOTAL

\$18,750.36

Expires: 2/11/2023

Expires	Exp. Close	Project	Sales Rep	Shipping Method
2/11/2023	1/12/2023		Higgs, Bryant	

Item	Quantity	Sales Rate	Sales Amount
LAUREL LIFT PANEL-V1	1	\$17,750.355	\$17,750.36
MMC1X025L-483-LA-ICM-A15L-CH-U4-SW-PLC6E-HG4 C-VZW-CUSTOM			
* UL508A Listed Outdoor Use: NEMA 3R			
---Enclosed Industrial Control Panel			
---U.L. File Number: NITW.E210861			
---ISO 9001 File Number: 1694007			
* Free-Standing Steel Electrical Enclosure:			
---Est. Dimensions: 42"H x 36"W x 12"D			
---Lockable Dead Front			
---NEMA 3R Filter Fan Cooling			
* 100A Main Panel Disconnect:			
---UL489 Service Entrance Rated			
---Thru-Door Pistol On/Off Handle			
* Logic Controller Package:			
---IDEC PLC6e Platform			
---4.3" Color Touchscreen HMI			
---Display, Monitor, Control Sensors			
---Complete System Calibration			
---Timed Safeties and Fault Logging			
---Hand/Off/Auto Selector, Illuminated			
---Power & Fault Indicator Lamps			
* (1) 24HP ATL Start Circuit			
---Manual Motor Protector			
* (1) 11HP ATL Start Circuit			
---Manual Motor Protector			
* Standard Panel Accessories:			
---Standard Lightning Arrestor; UL1449			
---Sensor Field Wiring terminal Strip			
---Color Wiring Schematic per UL508A			
* Specification Additional Accessories:			
---External Alarm Beacon			
---Cabinet Heater			
---Hour Meters			
---Motor Current Transmitters			
---Aneroid Bellows Level Sensor			
* Wireless 4G Cellular Modem Package:			
---Remote Monitoring and Control of HMI			
---Receive E-mail or Text Fault Alerts			
---Change Set-Points from Smart Device			
---90 Day Free Trial - Standard Price is \$480 Per Year			



ESTAPE1131



Advanced Pump & Equipment, Inc.
81 Gold Miner Lane, Unit A
Belgrade MT 59714
United States

Quote
#ESTAPE1131
1/12/2023

Item	Quantity	Sales Rate	Sales Amount
** ESTIMATED FREIGHT ** - Actual Freight Will be Billed When Invoicing.	1	\$1,000.00	\$1,000.00
GENERAL NOTES: (1) Estimated Lead Time: 6-8 Weeks (After Receipt of Order) * Unless Otherwise Indicated * (2) Sales Tax is NOT Included in Quote * Will be Charged When Applicable * (3) Freight is NOT Included in Quote (Unless Otherwise Indicated) * Will be Billed at Time of Invoicing * (4) Labor is NOT Included in Quote (Unless Otherwise Indicated) (5) Quote is Only for Items Listed * Any Additional Materials are NOT Included *			Subtotal \$18,750.36
			Tax Total (0%) \$0.00
			Total \$18,750.36

To accept this quotation, sign and return: _____

PAYMENT TERMS

The price is firm if order is placed within the date of expiration of proposal and providing release to order and ship "when ready" is given within 90 days. Changes in net cost will be included in the remaining payments on a prorated basis. Applicable taxes will be added in each payment. A 1.5% per month late charge will be applied to past due accounts. Any alternate terms or requests for such should be addressed prior to the bid.

Payment Terms for Secured Orders:

For purchasers with evidence of an acceptable payment bond indemnifying APE that is presented within 15 days of the order: APE will invoice 100% upon completion of manufacturing to be paid according to schedule below:
90% - due 30 days after equipment manufacture is complete, ready for shipment AND prior to Start-up Services;
5% - Upon successful Start-up Services, not to exceed 60 days after invoice/equipment manufacture;
5% - Upon delivery of O&M manuals.

Monthly Progress Billing to be included with Monthly Pay Request (if acceptable) :

Terms of payment will be Net 30 days subject to 1.5% per month late charge for past due accounts. Invoicing will be monthly, based upon the percentage of work completed during the billing period, and will be submitted to the Purchaser each month by an agreed upon date. The invoiced amount will reflect the value of the percentage of completion accomplished during the billing period for each of three (3) categories: Engineering/Submittals, Materials Stored at APE/Delivery, and Start-up. APE will determine the percentage of completion accomplished for each month. The Purchaser may require substantiation, which will be limited to photocopies of material packing slips and photographs of Equipment, unless additional charges are accepted. The Purchaser or their agent may visit the APE facilities at their expense for substantiation. Shipment will not be made unless account is current.

Milestone Progress Payments for Unsecured Orders:

The Billing Schedule for projects without protection indemnifying APE against loss are as follows:

20% - due 10 days after receipt of order;

40% - due 10 days after approval of submittals;

35% - due at time of shipment AND prior to Start-up Services;

5% - Upon acceptance of APE supplied equipment, not to exceed 45 days after delivery. O&M manuals will not be supplied until account is paid in full

Public Works or Prevailing Wage Certified Payroll:

If this is a public works, prevailing wage, or PLA agreement project requiring certified payroll please contact our office for a revised quote. The revised quote will include the additional labor costs not quoted on the original quote.



ESTAPE1131

File Attachments for Item:

19. Resolution R23-11: A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order For The Water System Preliminary Engineering Report With KLJ Engineering, LLC.

RESOLUTION NO. R23-11

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO TASK ORDER FOR THE WATER SYSTEM PRELIMINARY ENGINEERING REPORT WITH KLJ ENGINEERING, LLC.

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

Section 1: Approval. The Amendment to Task Order for the Water System Preliminary Engineering Report (PER) (hereinafter “Amendment to Task Order for Water System PER”), by and between the City of Laurel and Engineer KLJ Engineering, LLC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Amendment to Task Order for the Water System PER, by and between the City of Laurel and Engineer KLJ Engineering, LLC, on behalf of the City.

Introduced at a regular meeting of the City Council on the 14th day of February, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of February, 2023.

APPROVED by the Mayor the 14th day of February, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Amendment To Task Order: Water System PER

1. Background Data:

- a. Effective Date of Task Order: February 9, 2021
- b. Owner: City of Laurel
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: Water System Preliminary Engineering Report (PER)

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:
Revising engineering analysis of the water system and draft PER, following initial preparation of these items, as a result of receiving flow data and financial information after scheduled time for completion of deliverables as specified in initial Task Order.
- 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: [NA]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [NA]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$7,500.
- e. The schedule for rendering services under this Task Order is modified as follows: Anticipated Completion Date is February 28, 2023
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [NA]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$54,000
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$7,500
- d. Adjusted Task Order amount: \$61,500

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 12/7/2022.

OWNER:

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Title: _____

Title: _____

Date _____

Date _____

Signed: _____

Signed: _____

File Attachments for Item:

20. Resolution R23-12: A Resolution Of The City Council Authorizing The Mayor To Consent To Assignment Of Agreement By And Between Exxon Mobil Pipeline Company LLC And Par Pacific Holdings, Inc.

RESOLUTION NO. R23-12

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
CONSENT TO ASSIGNMENT OF AGREEMENT BY AND BETWEEN
EXXONMOBIL PIPELINE COMPANY LLC AND PAR PACIFIC HOLDINGS, INC.**

WHEREAS, ExxonMobil Pipeline Company LLC (hereinafter “ExxonMobil”) and Par Pacific Holdings, Inc. (hereinafter “Par”) have entered into a Sale and Purchase Agreement (hereinafter “the SPA”), dated October 19, 2022, regarding the sale and purchase of certain ExxonMobil assets located in Montana, from ExxonMobil to Par;

WHEREAS, as part of the transaction contemplated by the SPA, ExxonMobil desires to assign to Par various holdings, including the right, title, and/or interest in and to the Right of Way Grant between ExxonMobil as Grantee, and the City of Laurel as Grantor, dated August 16, 2011, and recorded in the County Records of Yellowstone County as Document No. 3596013 on August 22, 2011 (hereinafter “the Agreement”);

WHEREAS, under the terms of the Agreement, the City of Laurel’s written consent is required in order to assign the Agreement by and between ExxonMobil and Par;

WHEREAS, ExxonMobil has requested the City’s written consent to assign, indirectly or directly, all of ExxonMobil’s and or its predecessor or affiliate companies’ rights and obligations, as more particularly described in the SPA;

WHEREAS, the City’s rights and obligations related to the Right of Way Grant are not affected by or otherwise altered by the assignment of the rights and obligations under the SPA; and

WHEREAS, the City is agreeable to the assignment of its rights and obligations related to the Right of Way Grant and it reserves all of its concomitant rights and obligations.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the City hereby gives consent to the assignment, indirectly or directly, of ExxonMobil’s and or its predecessor or affiliate companies’ rights and obligations, as more particularly described in the SPA, from ExxonMobil to Par, and the Mayor is authorized to execute all legal documents related thereto.

Introduced at a regular meeting of the City Council on the 14th day of February 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 14th day of February 2023.

APPROVED by the Mayor on the 14th day of February 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

ExxonMobil Pipeline Company LLC

22777 Springwoods Village Parkway
EMHC, Energy 3, E3.5A.528
Spring, Texas 77389
(281) 922-2093 Telephone

Clint Beck

Manager, Right-of-Way & Claims



January 30, 2023

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

RE: Request for Consent to Assign Right of Way Grant

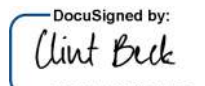
Dear Mayor Waggoner,

ExxonMobil Pipeline Company LLC (along with certain additional sellers) ("ExxonMobil") and Par Pacific Holdings, Inc. (along with certain additional purchasers), ("Par") have entered into a Sale and Purchase Agreement, dated October 19, 2022 ("SPA") regarding the sale of certain ExxonMobil assets located in Montana to Par. As part of the transaction contemplated by the SPA, ExxonMobil desires to assign to Par Rocky Mountain Midstream, LLC (a Par Pacific Holdings, Inc. affiliate), and Par desires to accept from ExxonMobil, all of ExxonMobil's and/or its predecessor or affiliate companies' rights, title and/or interest in and to the Right of Way Grant between ExxonMobil Pipeline Company LLC as grantee and the City of Laurel as grantor, dated August 16, 2011 and recorded in the county records of Yellowstone County as Document No. 3596013 on August 22, 2011 (the "Agreement").

Under the terms of the Agreement, the City's written consent is required in order to assign the Agreement to Par. We are hereby requesting the City's consent to assign, directly or indirectly, all of ExxonMobil's and/or its predecessor or affiliate companies' rights and obligations as more particularly described in the SPA.

Please acknowledge the City's consent to this assignment by having a duly authorized signatory countersign this letter in the space provided below.

Yours very truly,

DocuSigned by:

ECB811375A5D425...

Clint Beck

Manager, Right-of-Way & Claims, ExxonMobil Pipeline Company LLC

Subject to the consummation of the SPA (as defined above) pursuant to the terms therein, consent and approval to this assignment is hereby agreed to and accepted this _____ day of _____, 2023.

City of Laurel

Dave Waggoner, Mayor