

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MAY 02, 2023**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on May 2, 2023.

COUNCIL MEMBERS PRESENT:

☐ Emelie Eaton	☒ Heidi Sparks
☒ Michelle Mize	☒ Richard Herr
☒ Casey Wheeler	☒ Irv Wilke
☒ Richard Klose	☒ Jodi Mackay

OTHERS PRESENT:

Michele Braukmann, Civil City Attorney
Brittney Moorman, Council Administrative Assistant
Kurt Markegard, Planning Director
Ryan Welsh, KLJ

Public Input:

There were none.

General Items

1. Poppy Day Proclamation

There was no discussion on the agenda item.

Executive Review

2. Resolution - A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2022-2023 Budget.

It was questioned if these were revenues that were unexpected in General Fund.

It was clarified that one is a revenue adjustment, and one is an expenditure adjustment. They are for this fiscal year.

3. Resolution - A Resolution Of The City Council Authorizing The City Of Laurel-Yellowstone City-County Planning Board To Work With City Staff To Prepare Comprehensive Updates To The City Of Laurel's Growth Management Plan.

The County Commissioners tasked the City/County Planning Board with updating the Growth Management Plan, and it needs to be for the Laurel Planning jurisdiction, not the City of Laurel.

This resolution is to task the City/County Planning Board with the task so that City Council and the County Commissioners can adopt it simultaneously.

Council Issues

4. Council Workshop Scheduled July 4th.

Council asked that the July 4th meeting be moved to July 11th at 6:30 p.m., with City Council Meeting to follow directly.

5. Savage Cat Rescue Presentation

Laurie Savage Howard, with Savage Cat Rescue, presented the attached PowerPoint.

It was questioned if cats are chipped during the TNVR process, and it was clarified that friendly cats are chipped.

Council noted that many vaccinations only last for one to three years. It was questioned are these cats retrapped to be vaccinated again. It was clarified that the average lifespan of an outdoor cat is three to five years. Right now, the focus is on getting the initial vaccinations. Once a cat is trapped, they don't like to be retrapped.

It was questioned if the rescue took pictures of the cats to identify them. It was clarified they do take pictures upon intake. They use a database called rescuregroups.org to keep track of the cats they trap.

Mindy Bausch, 1845 Paynes Place, stated she moved onto their property in 2012. They had burned a brush pile, and unbeknownst to them, there was a litter of kittens in the pile, which were all killed. At that time, she took it upon herself to catch all the feral cats in the area and take them in to get spayed or neutered and get current on their vaccinations. She cared for 17 cats; of those 17, only one remains.

Chloe Finn moved into an apartment in 2021. She didn't think the cat problem was her problem. However, that first year two kittens were killed because of cars. She is a college student and can't take care of all the cats. She started working with Savage Cat Rescue, and they went from 20 cats down to no cats by doing the TNVR process.

Mayor Waggoner read the attached letter of support for Savage Cat Rescue.

Council noted the ask was for \$3,500. It was clarified that this was correct. It is 1/3 the overall expense to take care of the cats within Laurel.

Other Items

- Resolution – Small Service Contract with True North

The State requires the use of flowable fill, and it was not included in the original estimate. This small service contract is to cover the additional costs associated with the flowable fill.

- Resolution – Preliminary Engineering Report

Ryan Welsh, KLJ, presented the attached PowerPoint to Council.

It was questioned what the life expectancy is for the booster stations, and it was clarified they are engineered for a 20-year life. However, the current booster stations have lasted 25 to 30 years. There will, however, be annual maintenance.

It was questioned if all the options provided for the growth of the City. It was clarified that the new reservoir was engineered to accommodate growth for the next 50 years.

The recommendations presented tonight mirror the recommendations presented to the Public Works Committee in January of this year.

It was questioned if the airport could receive water from this new reservoir. It was clarified that the airport would be located above this water reservoir, and it is not cost-effective to build water out to the airport at this time.

This reservoir will resolve the pressure issues in Murray Heights and Elena subdivisions. It will also allow for growth. This design allows for two established pressure zones. It was further clarified that having a 2nd reservoir will allow for redundancy to allow for maintenance to be done on the first reservoir.

Attendance at Upcoming Council Meeting

All Council Members present will attend next week's City Council meeting.

Announcements

Park Board's next meeting will be Thursday at 5:30 p.m. in Council Conference Room.

The council workshop adjourned at 7:50 p.m.

Respectfully submitted,



Brittney Moorman
Council 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.

Brittney Moorman



City Mayor
Tuesday, May 2, 2023 4:48 PM
Brittney Moorman
FW: Support for Savage Cat rescue (on the city council agenda tonight 5/2)

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

From: Karen Madsen <kkmadsen44@yahoo.com>
Sent: Tuesday, May 2, 2023 4:31 PM
To: City Mayor <citymayor@laurel.mt.gov>
Subject: Support for Savage Cat rescue (on the city council agenda tonight 5/2)

May 2, 2023

Dear Mr. Mayor:

I was planning to attend your work session this evening; however, I may not be able to attend after all. I am sending your this letter as my replacement. Please read it at the appropriate time during the meeting, if possible. If that isn't an option, please acknowledge receipt of my letter. Thank you.

I met Lorie Howard in September 2021. I noticed numerous cats in my neighborhood, and suddenly, I started seeing little ones. I contacted Savage Cat Rescue for possible help, and she did not hesitate. She put me on her **LIST** and would come as soon as possible. She had so many people needing help, that she had a **LIST**!

I write this letter to indicate my total support of Savage Cat Rescue and Lorie's request for support from the city of Laurel. From my perspective, Lorie has done more to help the feral cat population in Laurel than anyone else. She has been at my residence over a dozen times trapping cats. Once in awhile she leaves a trap and goes to check on another trap somewhere else, but usually she stays for hours waiting patiently for one of the ferals to eat her scumptious food so she can take "it" for a ride to her vet. She is very dedicated (and good) at what she does to help cats and kittens. I know numerous rescue directors, and Lorie is equal to all of them.

I am not a cat owner; however, I have become a "caretaker". I spend \$20.00 or more weekly feeding feral cats. They need to eat just as we all do. I'm sure Lorie has spend many, many more of her own dollars helping cats and kitties.

Most rescues are overwhelmed with a variety of animals; however, kitty season is here and only a small number of rescues are able to help with the problem. Lorie has

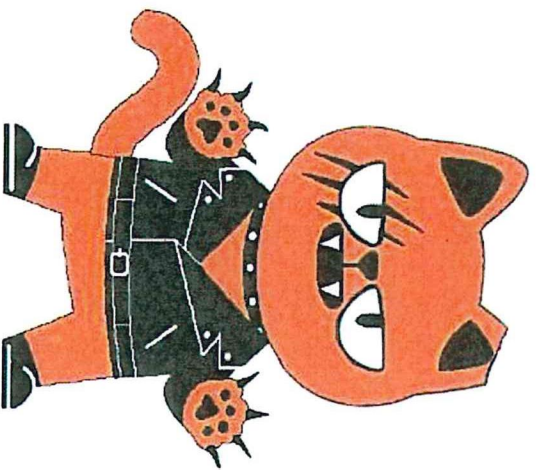
been and still is committed to helping Laurel with its feral cat population. If anyone doubts that we have a problem, just look at the numbers Lorie has recorded.

As a citizen and taxpayer of Laurel, Mt. I urge and encourage you to assist Savage Cat Rescue as Lorie has requested. Thank you for your time, Mayor and Council.

Sincerely,

Karen Madsen
1303 East 6th Street #9
Laurel, Mt 59044

Savage Cat Rescue Inc.



Why partner with Savage Cat Rescue?

- ▶ Local insured nonprofit 501c3
- ▶ Board members: Jennifer Davis-Lowery DVM & Jessica Kersh
- ▶ Weekly low cost spay/neuters
- ▶ Certified in Trap Neuter Vaccinate Return (TNVR) best practices
- ▶ Have the necessary equipment, recovery space, and time
- ▶ Fourteen years experience in cat rescue
- ▶ Already familiar with cat colony locations and hot spots in Laurel
- ▶ Have built trust and rapport with Laurel residents

Mission Statement

- ▶ Rescue feral, stray, and abandoned cats and kittens found outside the Billings, MT city limits and surrounding areas. Provide food, shelter, spay/neuter and complete vet care until adopted into suitable caring homes. Trap Neuter Vaccinate Return (TNVR) feral cats whenever safe to return to their outdoor home with a caregiver.

Value to Laurel

- ▶ What is the benefit to the City of Laurel?
 - ▶ Humanely reduce feral cat populations
 - ▶ Provide adoptable working and family cats to Laurel residents
 - ▶ Uses the Cats already in Laurel
 - ▶ Adopt don't shop
- ▶ Educate Laurel Residents on feral/stray/lost cat procedure
 - ▶ Trap Neuter Vaccinate Return (TNVR)
 - ▶ Reuniting lost cats with their family

Common Methods of Feral Cat Colony Control

- ▶ Adoption - reproduce faster than can be homed
- ▶ Relocation - dump cats in a new location
- ▶ Cat Sanctuary - population limits
- ▶ Take to Animal Shelter - There is no shelter in Laurel
- ▶ Catch and Kill - Creates Vacuum effect
- ▶ Trap Neuter Vaccinate Return (TNVR) - **BEST OPTION**

Trap, Neuter, Vaccinate, and Return (TNVR)

1. **Trap:** Humanely trap all the cats in a colony. A colony is a group of cats living outdoors together.
2. **Neuter (or spay):** Take the cats in their traps to a veterinarian or clinic to be neutered.
3. **Vaccinate:** Cats receive FVRCP, rabies shot, and ear tipped (universal symbol of a fixed and vaccinated cat).
4. **Return:** After the cats recover, return them to their outdoor home where they were trapped.

TNVR Benefits to the Cats

Trap-Neuter-Return
relieves cats of the
constant stresses of
mating and
pregnancy

Mating behaviors,
like fighting, cease

Cats' physical
health improves

Cats are vaccinated
against rabies and
distemper

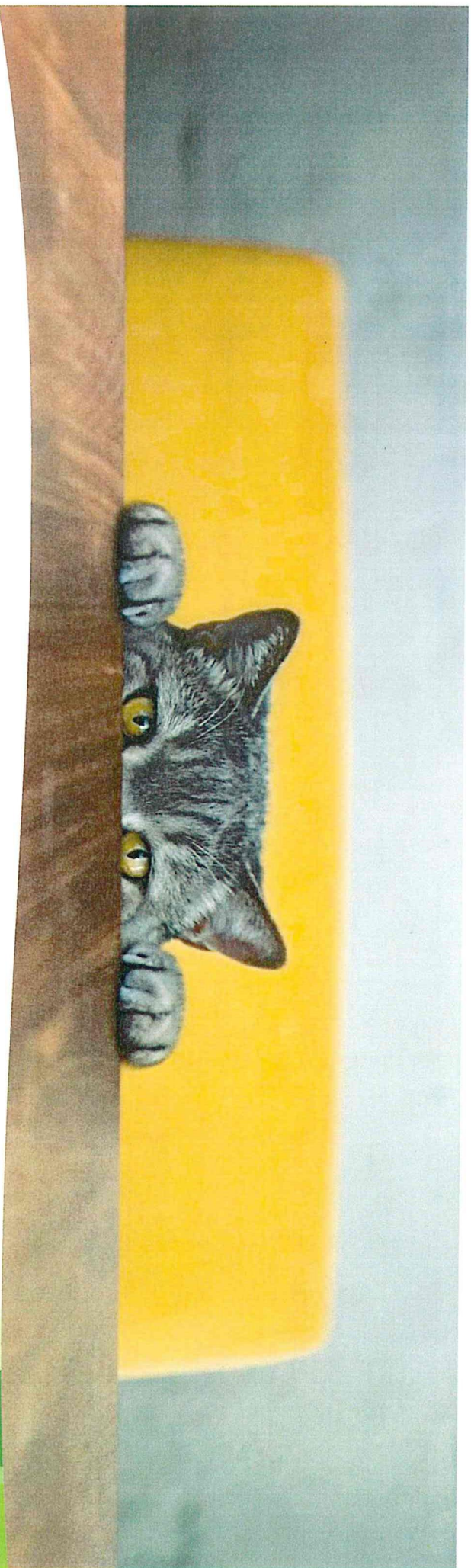
TNVR Benefits to the Community

The population
stabilizes, no new
kittens

Cats become better
neighbors;
roaming, yowling,
and spraying cease

Trap-Neuter-Return
creates opportunities
for outreach,
education, and
cooperation

Decrease in
Communicable Disease



Communicate with and educate those around you

- ▶ Creating open lines for communication and education are vital parts of conducting TNR
- ▶ People may have concerns because they are not aware that community cats live and thrive outdoors or that spaying/neutering improves their lives
- ▶ They also may have problems with the cats that can easily be addressed
- ▶ Even if they have issues with the cats, they likely don't want to see them harmed

Success Stories

- ▶ What has Savage Cat Rescue done already that helps Laurel?
 - ▶ 121 cats came through our doors from Laurel in 2022
 - ▶ Average cost is \$100/cat
 - ▶ Total \$12,100
 - ▶ 3-4 Calls a week from Laurel residents referred to Savage Cat Rescue by Laurel Police Department
- ▶ 50 cats have come through our doors in 2023

What we need to move forward

- ▶ \$3,500 annual subsidy to help offset expenses of servicing the Laurel cat population in 2023
- ▶ This is approx. \$30 per cat and would go toward
 - ▶ Care and Feeding
 - ▶ Food
 - ▶ Litter
 - ▶ Laundry
 - ▶ Medical
 - ▶ Spay/Neuter
 - ▶ Vaccines
 - ▶ Ear Tip
 - ▶ Injury/Disease Treatment

What other towns are doing ...

How does Laurel compare?

- ▶ Livingston MT (Pop 8,400) Has Stafford Animal Shelter that accepts stray cats
- ▶ Laurel MT (Pop 7,500) Has no animal shelter, A/C does not deal with cats dead or alive. Nothing in place to assist with stray community cats
- ▶ Dillon MT (Pop 4,000) Has Humane Society of Beaverhead County that accepts stray cats
- ▶ Hardin MT (3,800) Has A/C that handles stray cats, and even does trapping. Cats are taken to Animal Care Center for a 5 day stray hold. If not claimed they are fully vetted and adopted out. The city is billed for these services
- ▶ Shelby MT (Pop 3,100) Has Prairie Oasis Animal Shelter that accepts stray cats
- ▶ Columbus MT (Pop 2,000) Has Columbus Animal Shelter that accepts stray cats

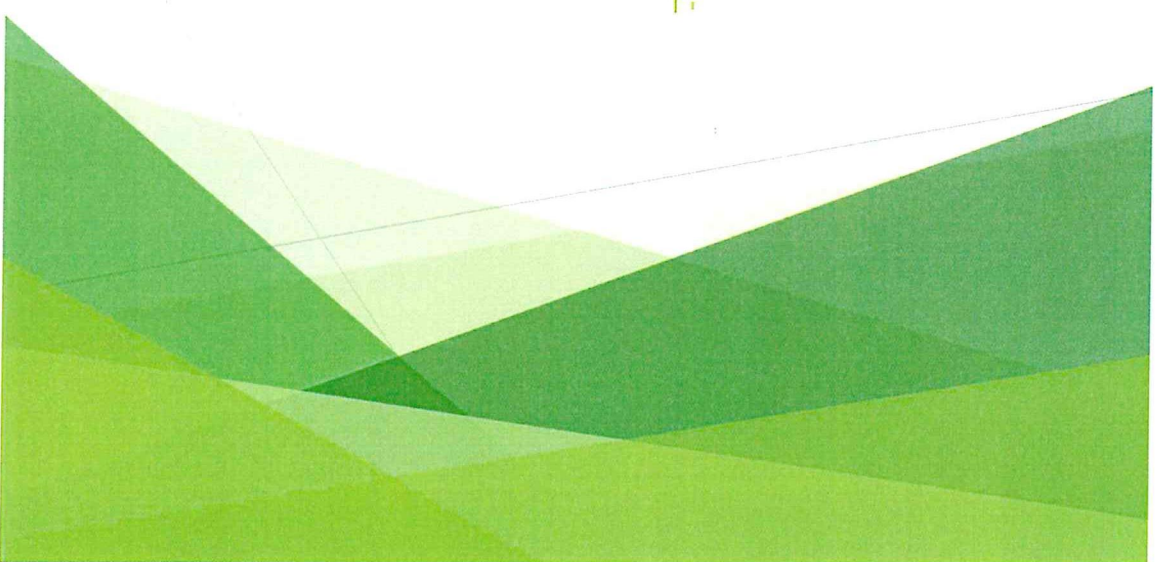
Conclusion

- ▶ With Trap Neuter Vaccinate Return, you can stabilize the population humanely, improve the cats' lives, save taxpayer dollars, address neighbors' concerns, and help the entire community reach a solution that benefits everyone.

"...trap and euthanasia programs simply DO NOT work, and they set communities up to keep repeating a process that is ineffective, inefficient, and that often deprive citizens of their legally owned cats!" -Dave Pauli, Humane Society of the United States

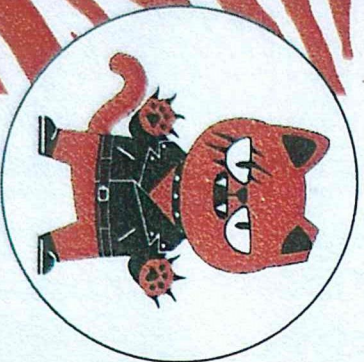
Recent News

- ▶ The public is aware of the overpopulation and is looking for help
- ▶ <https://www.ktvq.com/homepage-showcase/billings-woman-rehabilitating-feral-cats-since-2009>



Contact Information

SAVAGE CAT RESCUE



Lorie Savage Howard

Director - Cat Wrangler

406.690.0755

SavageCatRescue@gmail.com

Follow us on Facebook

More Information

- ▶ <https://www.alleycat.org/resources/how-to-help-community-cats-a-step-by-step-guide-to-trap-neuter-return/>
- ▶ <https://www.facebook.com/profile.php?id=100080779518703>



PRELIMINARY ENGINEERING REPORT
CITY OF LAUREL, MONTANA, WATER SYSTEM

January 2023

CITY OF LAUREL WATER SYSTEM PRELIMINARY ENGINEERING REPORT UPDATE

- Last System Report was completed in 2014
- Update and Amendment Items
 - Inventory of Existing Systems
 - Needs Assessment
 - Alternative Considerations
 - Selection of Recommendations
 - Proposed Projects
 - Cost Estimate
 - Potential Funding Options

INVENTORY

- Water Supply
 - 3 intake Structures
 - 1955 – Abandoned
 - 2003 – Unreliable due to river migration and serves as backup
 - 2016 – Primary water supply for Laurel

INVENTORY

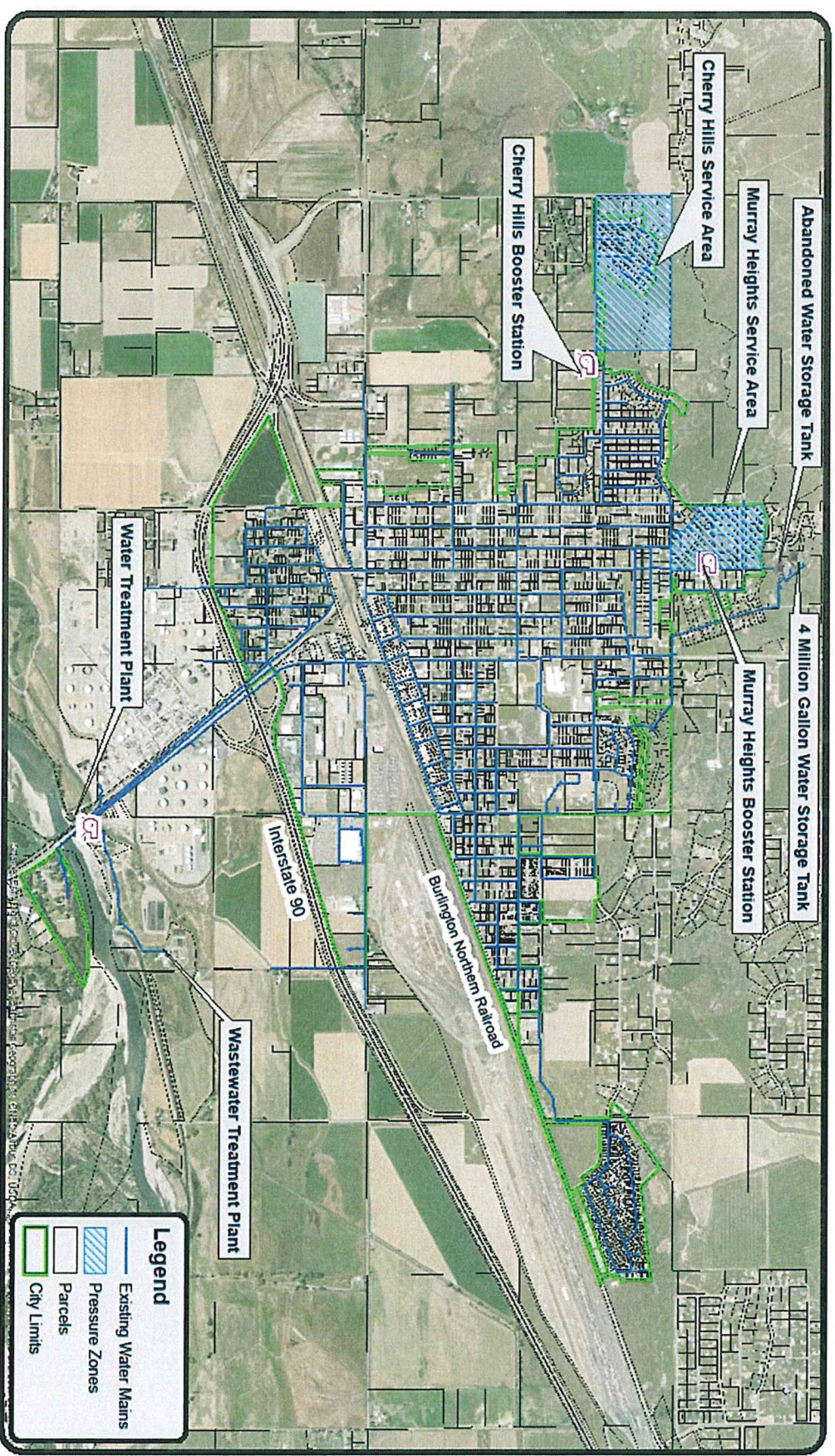
- Treatment Plant
 - Constructed in 1955
 - Sedimentation and filtration
 - 1997 update
 - Disinfection, Clear Well, Pipe Gallery, Automation
 - 2009 Update
 - Replaced Filter Media and Filter Underdrains
 - 2020 Update
 - Replacement of the Flocculation & Settlement System
 - Addition and Automation of sludge removal
 - New treatment building & Pumping System
 - Replacement of 250,000-gallon backwash storage tank

INVENTORY

- Distribution
 - 1908 Construction of Cast Iron and wood
 - Many Replacements and Expansions over the years
 - CI, AC, DI, & PVC
 - Replacements are prioritized by frequency of leaks & road replacement
- Storage
 - 1.5 MG Concrete tank constructed in 1936 (decommissioned 1997)
 - Decommissioned 1997 caused by foundation stability
 - 4 MG Steel tank constructed in 1968
 - Still serves as the sole storage within the City
 - 2018 inspection recommends interior coating
- Pump Stations
 - 2 booster stations to serve higher elevation locations
 - Murray Heights in early 1980's
 - Cherry Hills in 2007

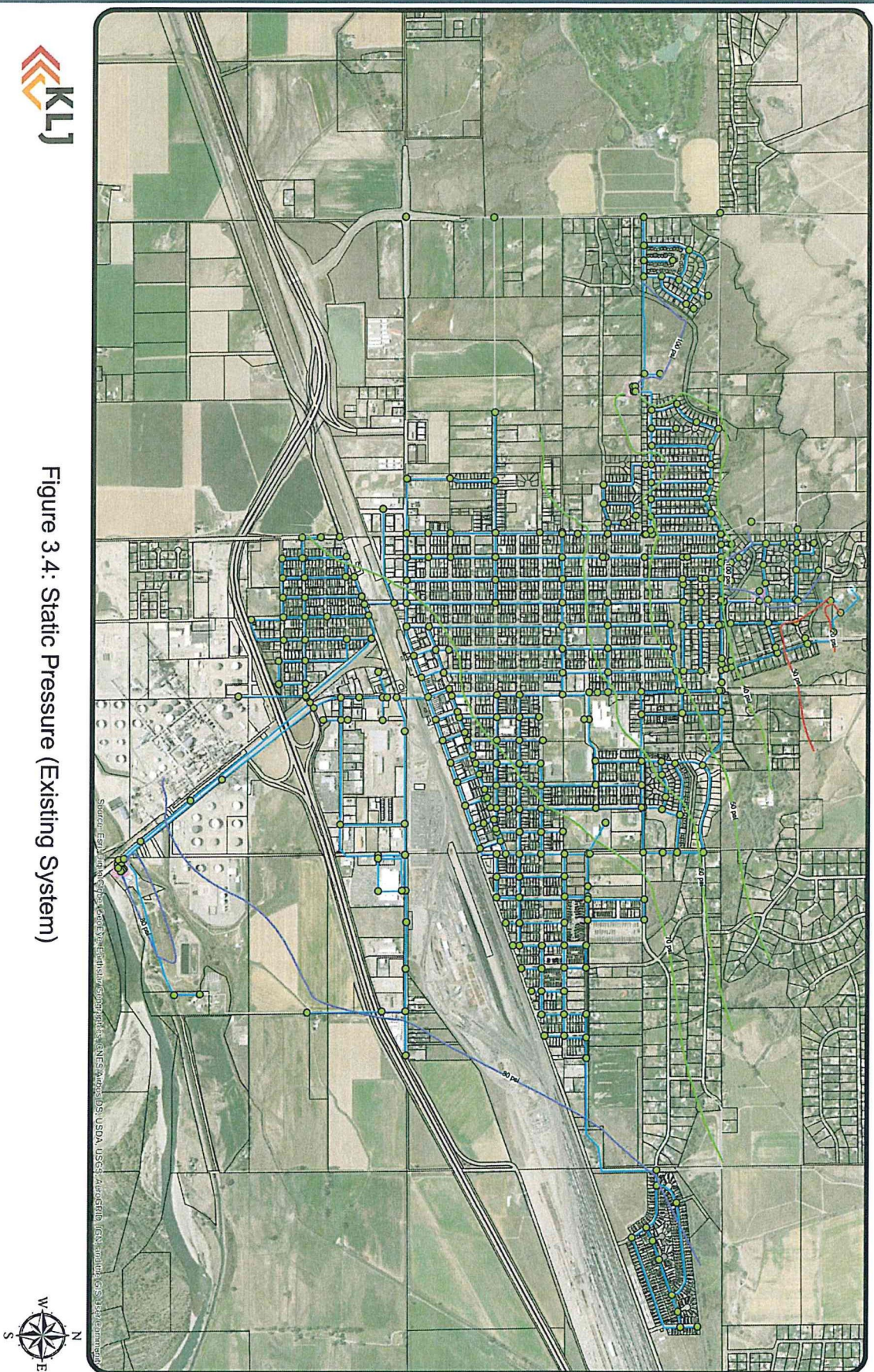


Figure 3.1: Existing Water System Layout



Needs Assessment

- Lack of Redundancy in Water Storage Tank
- Improper Pressure Zone Configuration
- No Water Storage in the Upper Pressure Zones
- Substandard Fire Protection
- Lack of Redundancy in Distribution Piping



Tank Alternatives

- Three general site areas considered
- Exact locations can be adjusted to accommodate land/easement negotiations
- Locations considered based on closest sites to distribution system within optimum elevation range for on-grade or partially buried tank
- Sites requiring elevated storage not considered due to multiple times the construction cost of on-grade storage
- Site considered but disregarded from further analysis:
 - City property north of existing tank – too low for upper pressure zone
 - DNRC land adjacent to airport – too high without pressure reduction; added pumping cost; and excessive cost in transmission main improvements due to distance from distribution system.

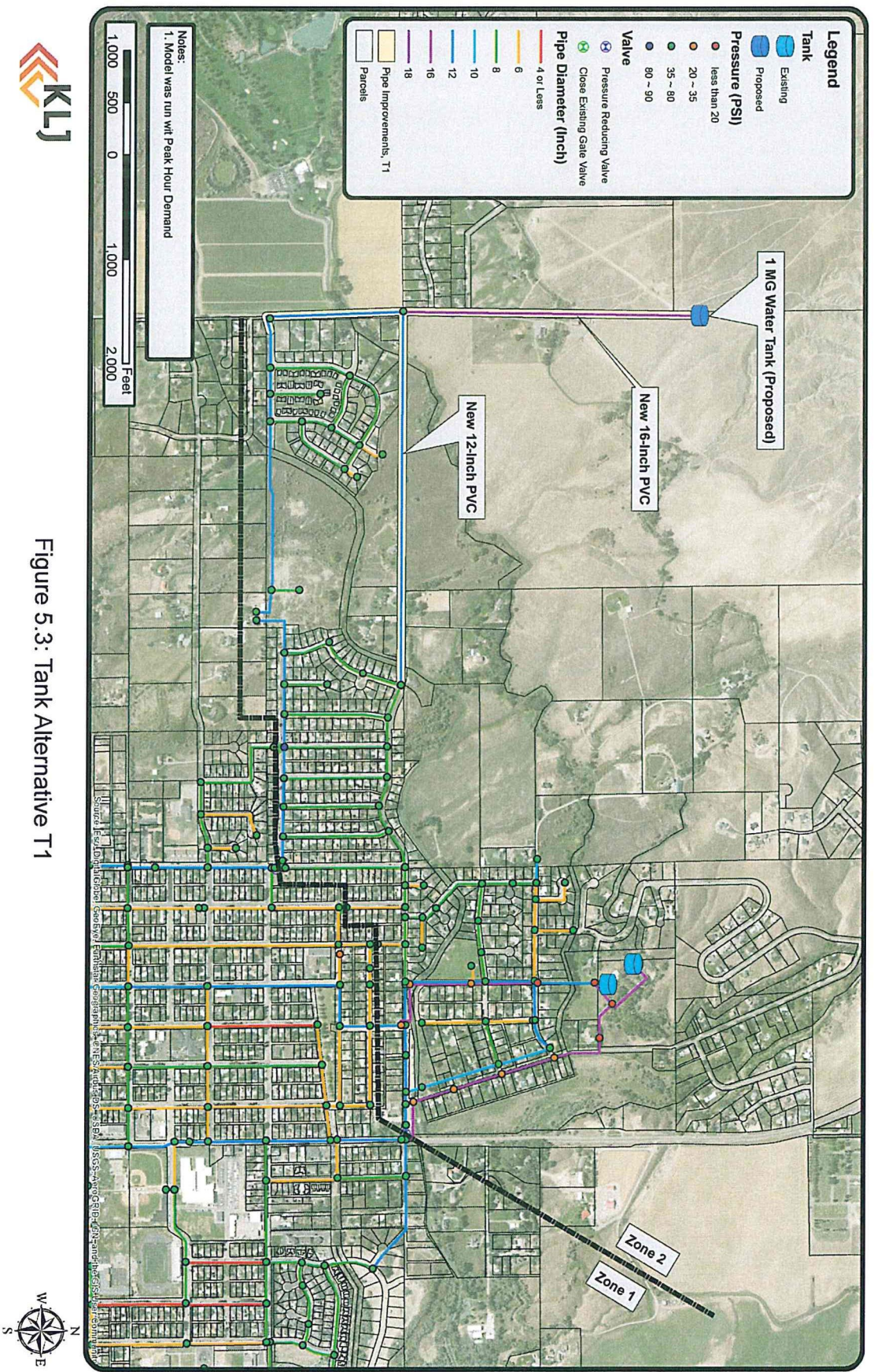


Figure 5.3: Tank Alternative T1



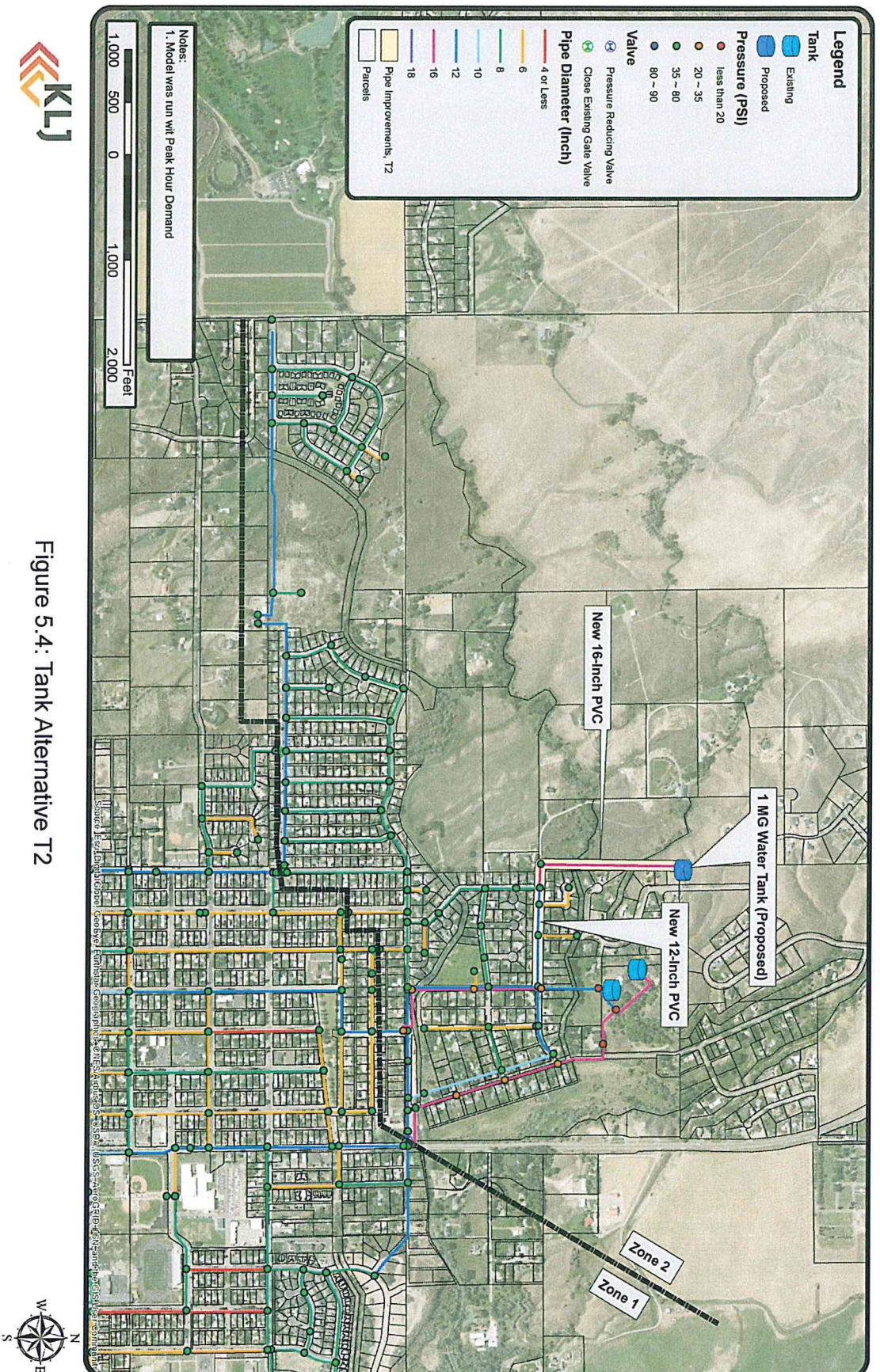


Figure 5.4: Tank Alternative T2

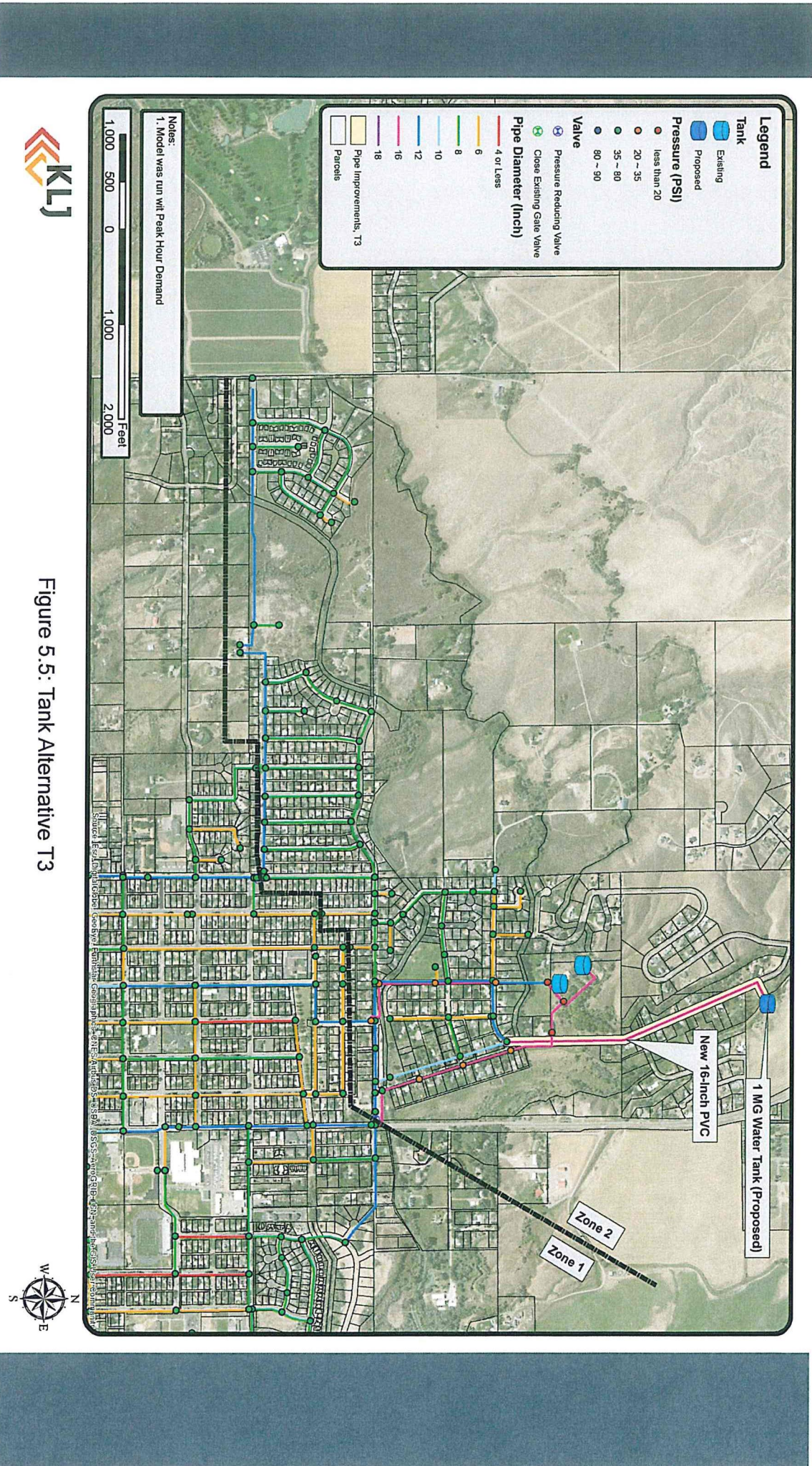


Figure 5.5: Tank Alternative T3

Tank Alternatives Opinion of Probable Cost

- Alternative T1: \$17.2-million
- Alternative T2: \$13.9-million
- Alternative T3: \$15.1-million
- Estimate for each alternative includes cost of Pressure Zone Improvements
- Estimates includes assumed amount for land and easement acquisition.

Alternative T2 recommended, but may consider others if land and easement negotiations prove to be ineffective.

Pump Alternatives

- Each alternative considered replaces both existing pump stations as necessary for new pressure zone configuration.
- Existing booster stations lack capacity to fully serve new upper pressure zone.
- Pump will fill new tank in upper pressure zone through distribution system by pumping from lower zone into upper zone. Peak demands and fire in upper zone will be provided by gravity flow from new tank.
- Site consideration focused on locations where vacant land exists in areas of good hydraulic continuity between two pressure zones

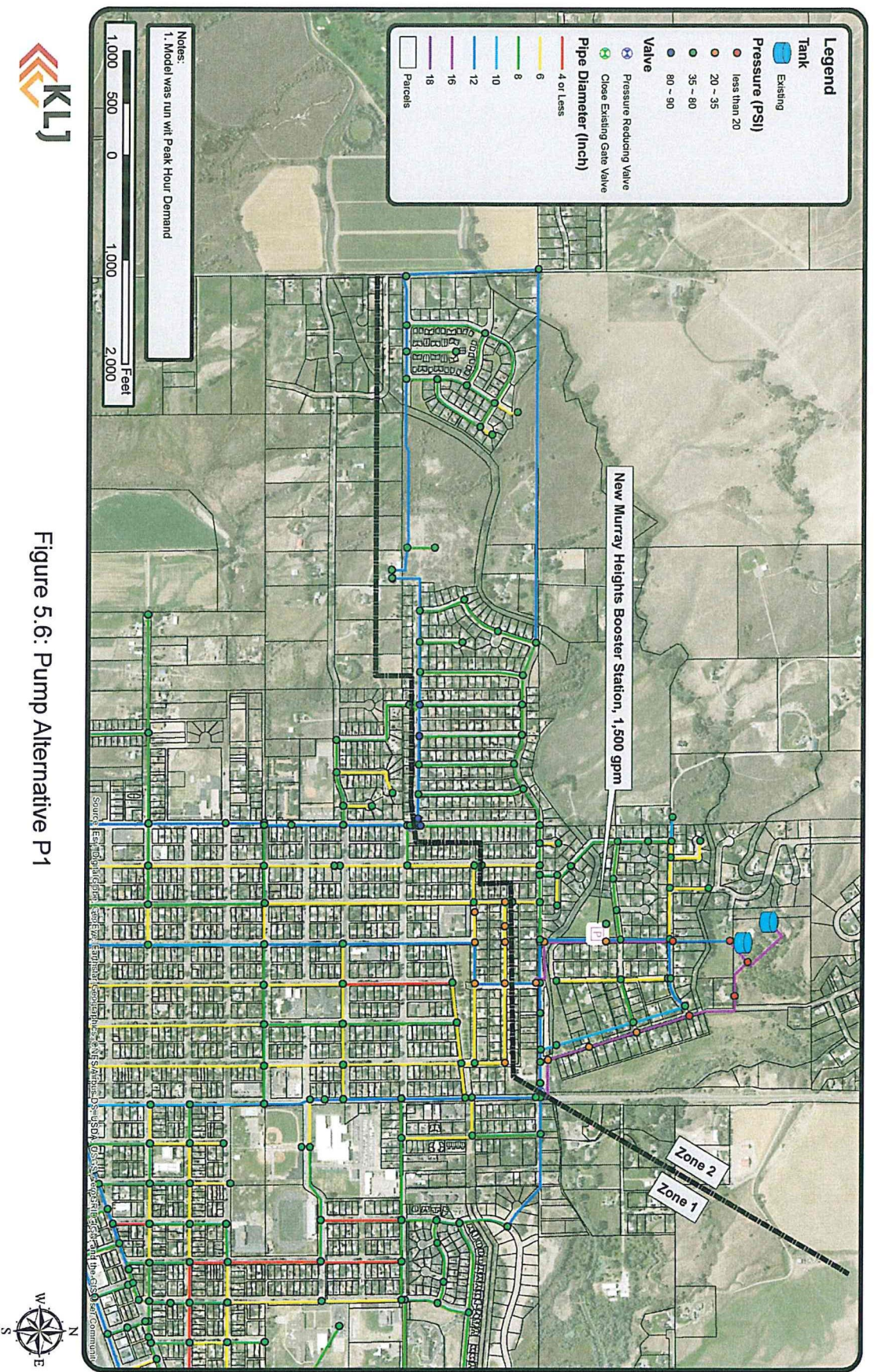


Figure 5.6: Pump Alternative P1



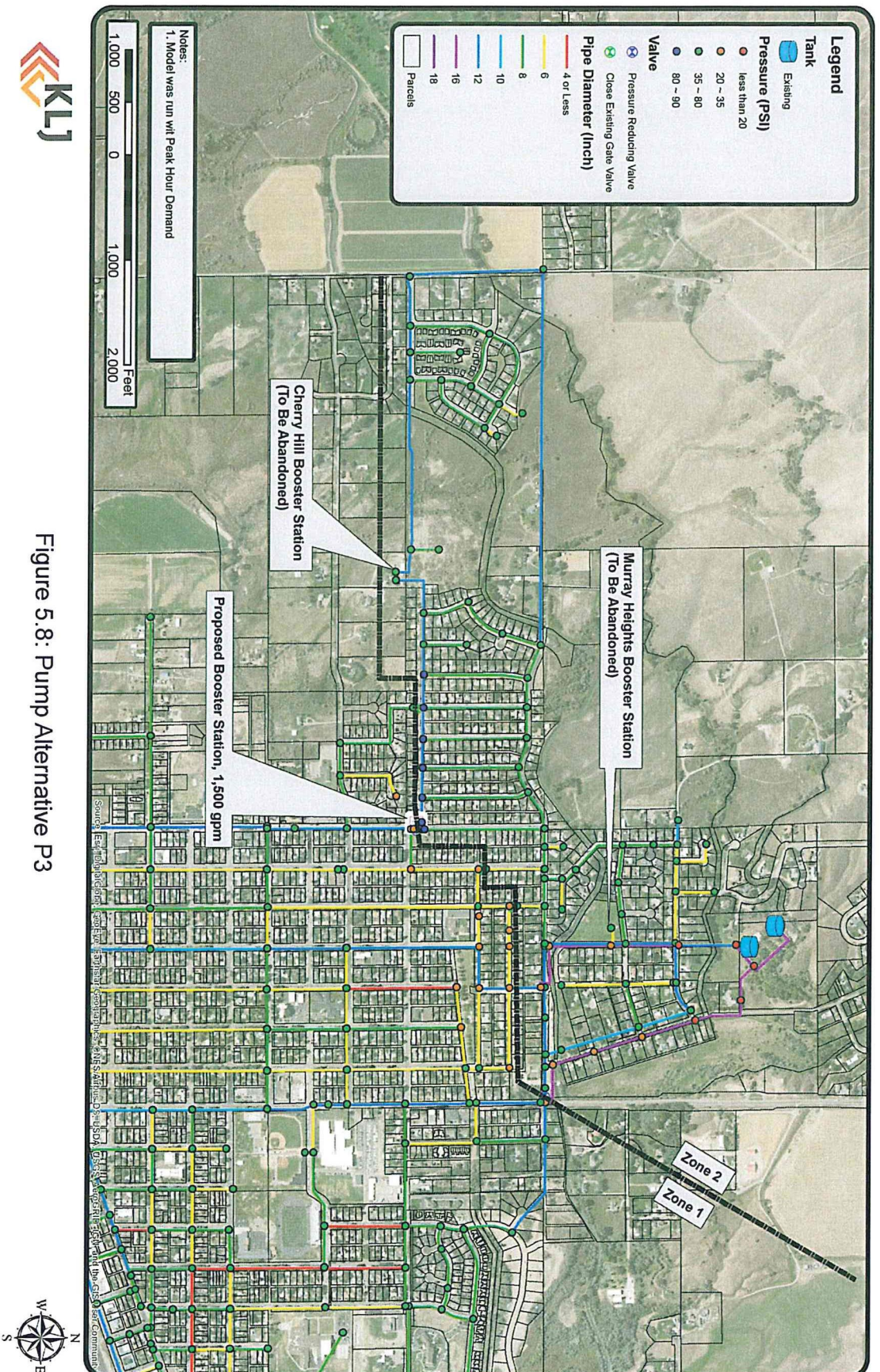


Figure 5.8: Pump Alternative P3

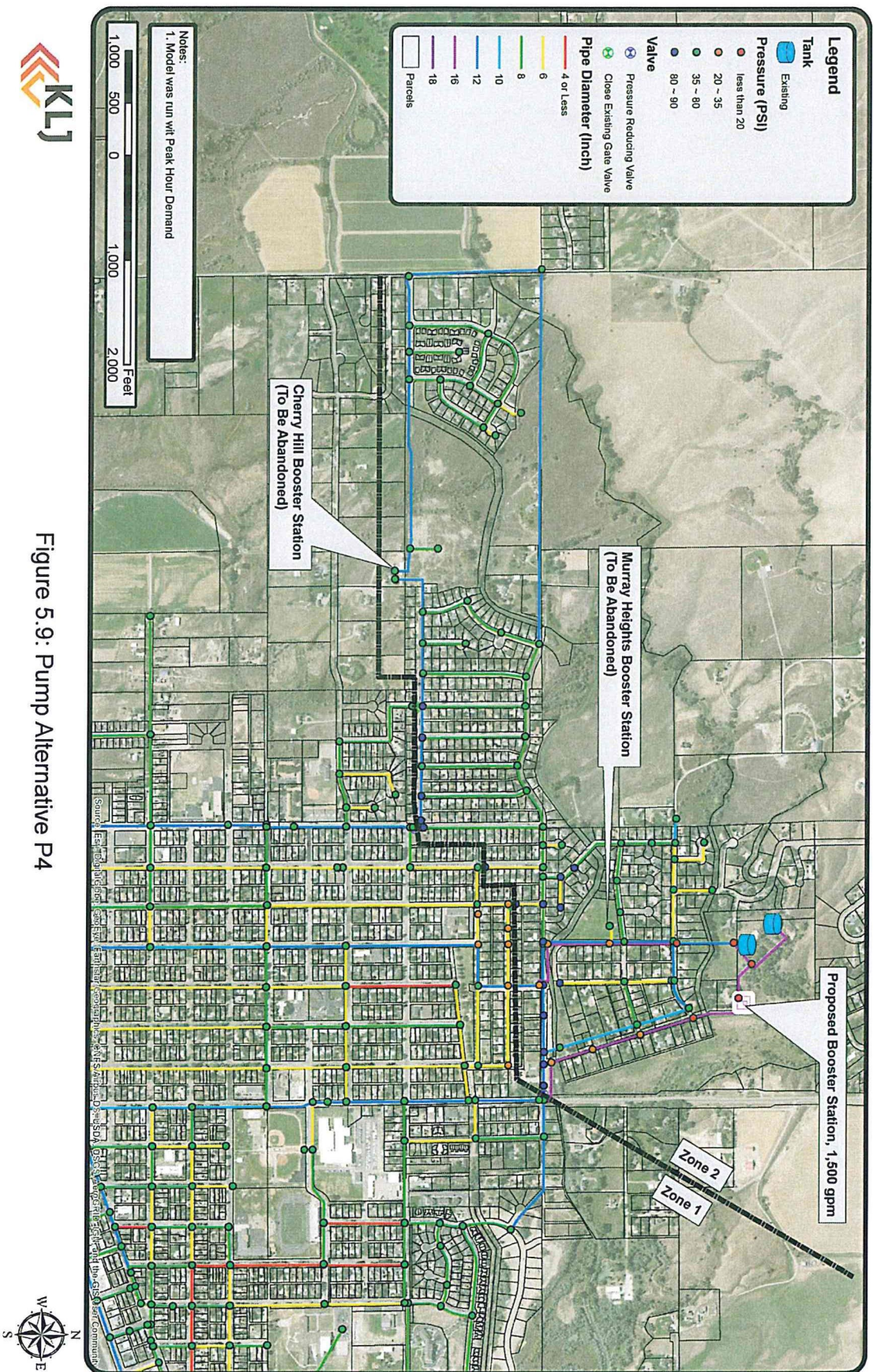


Figure 5.9: Pump Alternative P4

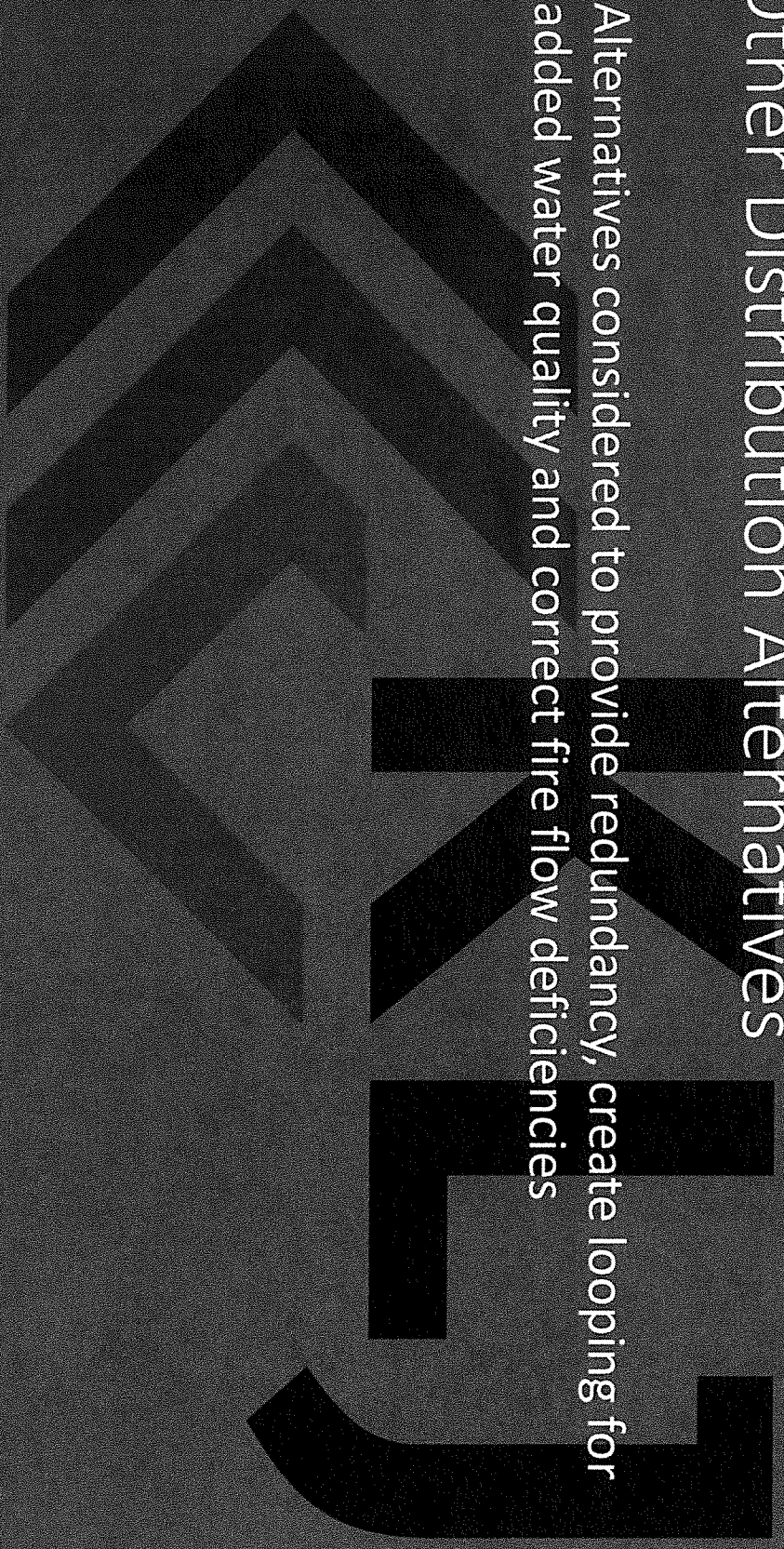
Pump Alternatives Opinion of Probable Cost

- Alternative P1: \$2.0-million
- Alternative P2: \$2.2-million
- Alternative P3: \$2.2-million
- Alternative P4: \$2.4-million
- Estimates includes assumed amount for land and easement acquisition

Alternative P1 recommended. Site is lowest cost, does not require land acquisition and may use portions of existing Murray Heights Booster Station.

Other Distribution Alternatives

- Alternatives considered to provide redundancy, create looping for added water quality and correct fire flow deficiencies



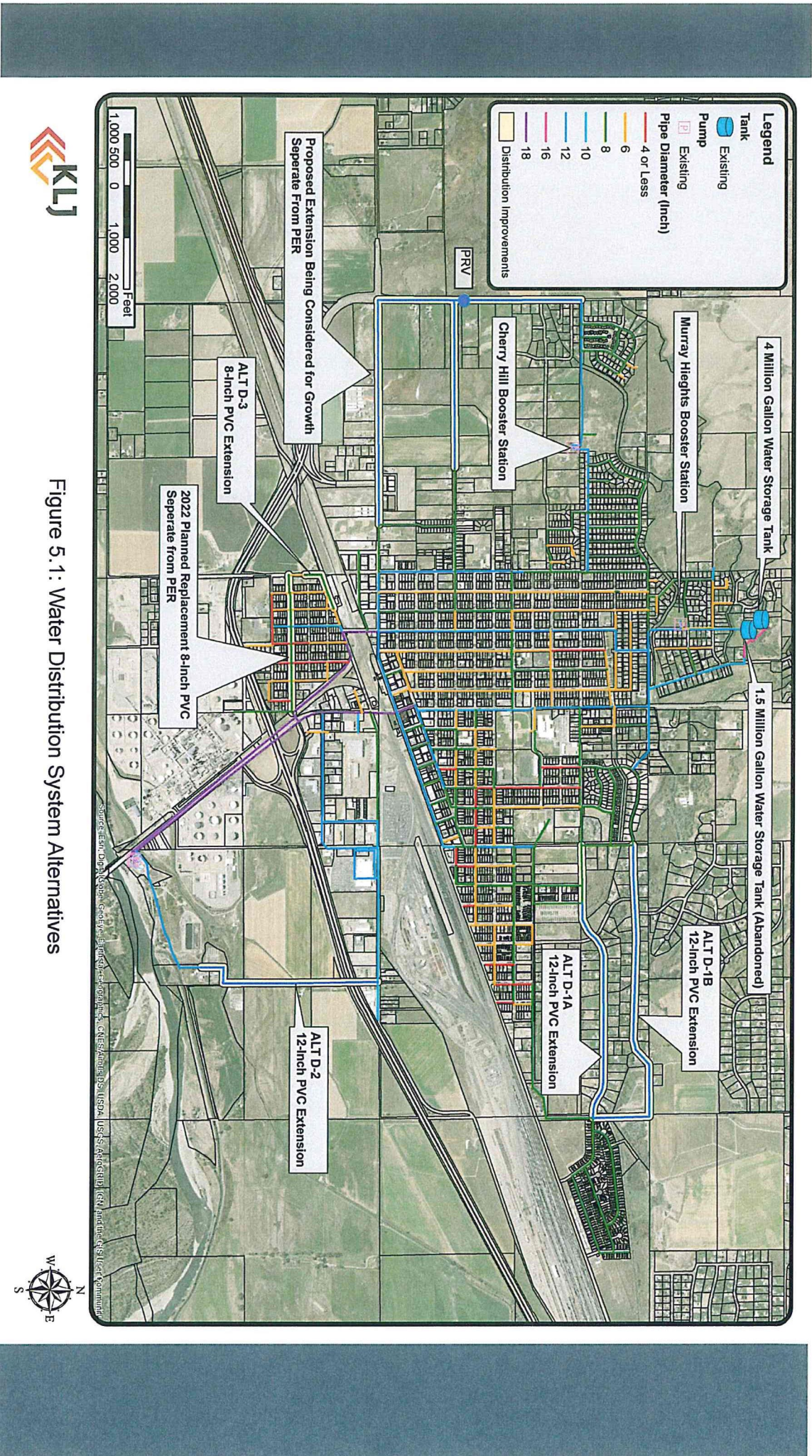


Figure 5.1 : Water Distribution System Alternatives



Distribution Alternatives Opinion of Probable Cost

- Alternative D1-A: \$2.9-million
- Alternative D1-B: \$3.7-million
- Alternative D2: \$1.4-million
- Alternative D3: \$0.6-million
- Estimates includes assumed amount for land and easement acquisition

Alternative D1-A, D2 and D3 are recommended. D1-A and D1-B are different options to address the same area. D1-A is lower cost. D2 and D3 address different areas.

Summary of Recommendations

Alternative	Opinion of Probable Capital Cost	Estimated Change in Annual Operating Cost
Storage Alternative T-2 in combination with pressure zone configuration improvements	\$13.9-million	0
Pump Alternative P-1	\$2.0-million	\$9,000
Distribution Alternatives D-1A, D-2 and D-3	\$4.9-million	0

Proposed Funding

- Total Capital Cost:
- City Reserves Available:
- Proposed Funding Source:

\$20.8-million (2026 Value)

\$0

DWSRF

(Good loan terms, potential for grant or loan forgiveness depending on future federal allocations)

- Consider MCEP and Coal Board Grant Applications, but don't depend on them.
- Estimated Monthly Dept Service: \$82,000/ month
- Anticipated Surplus with Current Rates: \$42,000/ month
- Rate Increase Recommended: 7% in 2023, 2024, 2025 & 2026 (assuming 5% inflation, adjust each year accordingly)

Proposed Schedule

- Register on DWSRF Intended Use Plan
- Easement and Land Acquisition
- Apply for an MCEP Construction Grant
- Apply for a Coal Board Grant
- Preliminary Design
- Final Design
- Bidding
- Construction

May 2023

January 2024 –
December 2024

Spring 2024

Summer/Fall 2025

May 2025 – August 2025

September 2025 –
December 2025

February 2026

April 2026 –
November 2026

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
TRUE NORTH CONTRACTING.**

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 (hereinafter “the City”) and True North Contracting, 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 True North Contracting on behalf of the City.

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

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of May, 2023.

APPROVED by the Mayor the _____ day of May, 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 9th day of May 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 True North Contracting, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way Billings, MT 59101, 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 April 25, 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 six thousand seven hundred and seventy-five dollars and no cents (\$6,775.00) 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 9th DAY OF MAY 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

True North Contracting

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

Date 4/25/2023
Invoice # 2647

Bill To

P.O. No.	Terms
	Due on receipt

4B
AUTHORIZED SIGNATURE

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL APPROVING AND ADOPTING THE
UPDATED WATER SYSTEM PRELIMINARY ENGINEERING REPORT
PREPARED BY KLJ ENGINEERING, INC. FOR THE CITY OF LAUREL.**

WHEREAS, the City of Laurel (hereinafter “the City”) was in need of an updated Water System Preliminary Engineering Report (hereinafter “Water System PER”);

WHEREAS, the City retained KLJ Engineering, Inc. (hereinafter “KLJ”) to complete the updated Water System PER; and

WHEREAS, KLJ has completed the updated Water System PER and presented the findings in a public manner, open to public comment.

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

1. Approval. The updated Water System PER, attached hereto and incorporated by reference herein, is hereby accepted and approved by the City Council.
2. Execution. The Mayor and the Clerk-Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Water System PER on behalf of the City of Laurel.
3. Effective Date. The effective date for the approval is upon adoption of this Resolution.
4. Basis. The Water System PER shall hereinafter serve as the basis for the City’s water system improvements planning.

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

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of May, 2023.

APPROVED by the Mayor the _____ day of May, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney