



**Agenda
City of Laurel
City Council Meeting
Tuesday, September 1, 2026
6:35 PM
Council Chambers**

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

Notice to the Public

The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration. The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.

Ceremonial Calendar

Reports of Boards and Commissions

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

1. Resolution No. R26-71: A Resolution Of The City Council Of The City Of Laurel, Montana Approving A Memorandum Of Understanding Between The City Of Laurel And The State Of Montana Department Of Transportation Relating To Utilities.

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.

ITEM REPORT

To: City Council

From: Kris Vogeles, Mayor

Meeting Date: September 1, 2026

Department/Office: Public Works Department

Item Name: Resolution No. R26-71: A Resolution Of The City Council Of The City Of Laurel, Montana Approving A Memorandum Of Understanding Between The City Of Laurel And The State Of Montana Department Of Transportation Relating To Utilities.

Summary:

Recommended Action:

Approval of contract with MDOT

Budget:

Attachments:

1. R26-__ MOU with MDOT
2. Maintenance Agreement State of Montana LURA Project

RESOLUTION NO. R26-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL,
MONTANA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAUREL AND THE STATE OF MONTANA DEPARTMENT OF
TRANSPORTATION RELATING TO UTILITIES.**

WHEREAS, the City of Laurel and the State of Montana Department of Transportation have proposed a Memorandum of Understanding relating to utilities;

WHEREAS, the terms and conditions of the Memorandum of Understanding are described more fully in the attached Memorandum of Understanding;

WHEREAS, the City Council finds that approval of the Memorandum of Understanding is in the best interests of the City of Laurel.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City approves the Memorandum of Understanding between the City of Laurel and the State of Montana Department of Transportation relating to utilities, and authorizes the Mayor and Clerk-Treasurer to execute the Memorandum of Understanding on behalf of the City.

Introduced at a regular meeting of the City Council on the 8th day of September, 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 8th day of September, 2026.

APPROVED by the Mayor the 8th day of September, 2026.

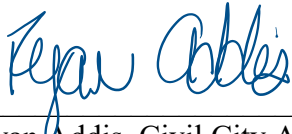
CITY OF LAUREL

Kris R. Vogeles, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Ryan Addis, Civil City Attorney

STATE OF MONTANA
Department of Transportation

MAINTENANCE AGREEMENT

Project Name	Laurel sidewalk and curbing replacement_App11647
Project Address	Main St and 2 nd ave intersection
MDT Maintained Route (Route)	U-6904A
Reference Post	0.05
Project Developer/Encroachment Applicant	City of Laurel
Name of City or Municipality (City)	Laurel
Address of City or Municipality	City of Laurel 115 West 1st Street Laurel, MT 59044
Current IDC Rate for Fiscal Year	Year: 2026
Current year MDT Nondiscrimination and Disability Accommodation Notice	Revised (Month/Year): 01/2026 Attachment A

This Agreement by and between City and the Montana Department of Transportation (MDT) establishes the responsibilities and duties of the parties with respect to Project activities on a portion of Route located within the City.

The subject Project involves the installation and maintenance of the Project Specific Features within the above-referenced Route right-of-way, a commission-designated highway system, per the approved plans (Attachment B) received from the Developer. This Agreement sets forth terms regarding the City's maintenance responsibilities for the Project that the City must meet for MDT to provide the Developer the necessary Encroachment Permit to install the Project Specific Features. Any Encroachment Permit granted for the Project is explicitly subject and subordinate to the rights and title of MDT and the State of Montana and the attached General Terms and Conditions.

Project Specific Features

Select the checkbox next to every feature listed below that your project includes and that you intend to address in the current agreement. Standard language is provided in the template for these features. (See Article III Project Specific Features)

- | | |
|---|--|
| ☐ 1. Landscaping and/or Irrigation | ☐ 4. Shared-Use Path* |
| ☒ 2. Sidewalks* | ☐ 5. Lighting |
| ☐ 3. Sidewalk Benches/Bike Racks/Other Sidewalk Amenities* | |

*Submit preliminary plans to MDT external ADA coordinator in Helena for compliance review.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative effective as of the date of final signature.

Have the General Terms and Conditions of this Agreement been modified?

Yes ☐ No ☒

MDT	City
X Dated:	X Dated:
District Administrator	City Attorney
	X Dated:
	City Manager/Mayor
	X Dated:
	City Clerk

Copy: MDT Office of Civil Rights (DocuSign Notification)

General Terms and Conditions	AGREEMENT
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ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. If the City does not fulfill its maintenance and repair requirements as stated herein, MDT may complete the required maintenance or repair and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing 60 days to complete any such maintenance or repair. If MDT performs such maintenance or repair under this section, it must provide detailed invoices of such costs to the City.
2. MDT may immediately complete any maintenance or repair required due to public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City when possible, allowing time to complete any such maintenance or repair. If MDT performs maintenance or repair under this section, it must provide detailed invoices of such costs to the City.

ARTICLE II. GENERAL OBLIGATIONS OF THE City

1. The City agrees that no fixture, building, structure, or other permanent installation will be constructed or placed within the Route right-of-way without prior written approval from MDT.
2. The City agrees any maintenance within the Route right-of-way that requires lane closure or equipment must be reviewed and approved by MDT maintenance staff prior to initiation of the maintenance.
3. The City shall complete the necessary environmental processes for modification to the state highways and roadways and demonstrate that all environmental issues associated with the proposed Project have been identified and mitigated. The City agrees it will prepare and file any required environmental documents and apply for and obtain any permits required by other governmental agencies at no expense to MDT prior to installation or maintenance of the Project Specific Features.
4. The City agrees to be responsible for any and all damage to facilities within the Route right-of-way caused by the City, the City's staff or contractors, or resulting from the City's operations. The City must repair any and all damages, at its sole expense, after MDT provides notice of the damage and approves the repair work needed, method of repair, and schedule for repair.
5. If the City fails to perform or cause to be performed the maintenance and repair obligations as required by this Agreement within 60 days of written notification from MDT, MDT may complete the required maintenance or repair and the City shall be required to compensate MDT for its performance of said maintenance or repair.
6. MDT may complete any maintenance or repair required due to a public emergency without prior notice to the City. The City agrees to be responsible for and to reimburse MDT for said maintenance or repair.

ARTICLE III – PROJECT SPECIFIC FEATURES

- a. **Sidewalk Maintenance:** Upon completion of the Project by the MDT and its Contractor, the Local Agency agrees, through the enforcement of local ordinance(s) or otherwise, to maintain the sidewalks within the Project limits and ensure they are safe and functional for the traveling public. Maintenance includes removing snow and ice, removing debris and other obstructions or impediments to safe pedestrian travel, and any and all other normally accepted maintenance practices.

- b. Sidewalk Repair: In the event either the Local Agency or MDT identifies any portion of the sidewalk within the Project limits requiring repair(s), the Local Agency agrees to make a good faith effort to enforce any local ordinances requiring adjacent landowners to make the necessary repairs. If the Local Agency is unable to cause the necessary repairs to be completed the Local Agency shall notify MDT. MDT will collaborate with the Local Agency to determine whether State or local funding is available to complete the necessary repairs and facilitate project nomination. Repairs include grinding or milling down displacements; surface patching; crack sealing; replacing portions of damaged sidewalk; repairing chipped, fractured, or broken surfaces from any cause, including but not limited to frost heaving, landscaping, tree roots or encroachments, and any and all other normally accepted repair practices.
- c. Sidewalk requiring closure: If any portion of the sidewalk within the Project limits becomes hazardous for use, the Local Agency agrees to notify MDT and restrict access to the affected area until the condition has been remedied. MDT agrees to work with the Local Agency to expedite the necessary repairs

ARTICLE IV – GENERAL TERMS AND CONDITIONS

1. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. Termination – This Agreement may be terminated by MDT if the City has violated or breached any term, condition or article of this Agreement and the City has failed to correct the same within 60 days of receiving notice from MDT of the violation or breach in writing addressed to the City at the addresses shown above. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the Project as it sees fit and may remove it without City approval. MDT may seek compensation for maintenance, repair, or removal of the Project from the City.
3. Hold Harmless & Indemnification

The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

MDT agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.
4. Insurance
 - a. General Requirements: Each Party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each

Party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

- b. General Liability Insurance: Each Party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
 - c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each Party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each Party reserves the right to request complete copies of the other Party's insurance policy or self-insured memorandum of coverage at any time.
 - d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's subcontractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.
5. Public Safety
If any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, and make reasonable and timely effort to correct or repair the hazard.
6. Invoicing and Indirect Cost (IDC)
Montana Code Annotated §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct Project costs. MDT's IDC rate is determined annually as a percentage of the Project's direct costs to cover the Project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII.
7. Choice of Law and Venue
This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as otherwise noted in this Agreement.
8. Binding Effect – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
9. Relationship of Parties – Nothing contained in this Agreement shall be deemed or construed (either by the Parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
10. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this Agreement.
11. ADA - MDT requires that any construction or maintenance resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT's Detailed Drawings, 608 series.

12. Audit – The Legislative Auditor and the Legislative Fiscal Analyst may, without prior notice and during normal business hours, audit, at their own cost and expense, all records, reports, and other documents the City maintains in connection with this Agreement.
13. Access and Retention of Records – The City agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with this Agreement (Mont. Code Ann. §18-1-118). The City agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to the Agreement taken by the State of Montana or a third party.
14. Highway Modifications – If MDT modifies or improves the highway or roadway facilities, the City will modify, upon reasonable notice at no expense to MDT, the Project accordingly.
15. Revocation – This Agreement is revocable by MDT in the event that the Project facilities within the right-of-way cease to be used by the City for a period of one year or abandoned otherwise. Upon revocation or abandonment, the Project facilities must be removed in compliance with this Agreement.
16. Utilities – The right of any private or public utility now lawfully occupying the right-of-way to operate and maintain utility facilities supersedes any right granted by this Agreement to the City. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
17. Amendment and Modification – The Parties may modify or amend this Agreement only by a written Amendment signed by the Parties. In addition to the terms and conditions contained herein, the provisions of any Amendment may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provision of any Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.
18. Representatives
 - a. City's Representative: The City's Representative for this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.
19. Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

ATTACHMENT A

MDT Nondiscrimination and Disability Accommodation Notice

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, religion, national origin, sex, age, disability, and genetic information.

State protected classes

Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport.

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

- iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.
- b. By signing this agreement the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it

or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131 through 12189), which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

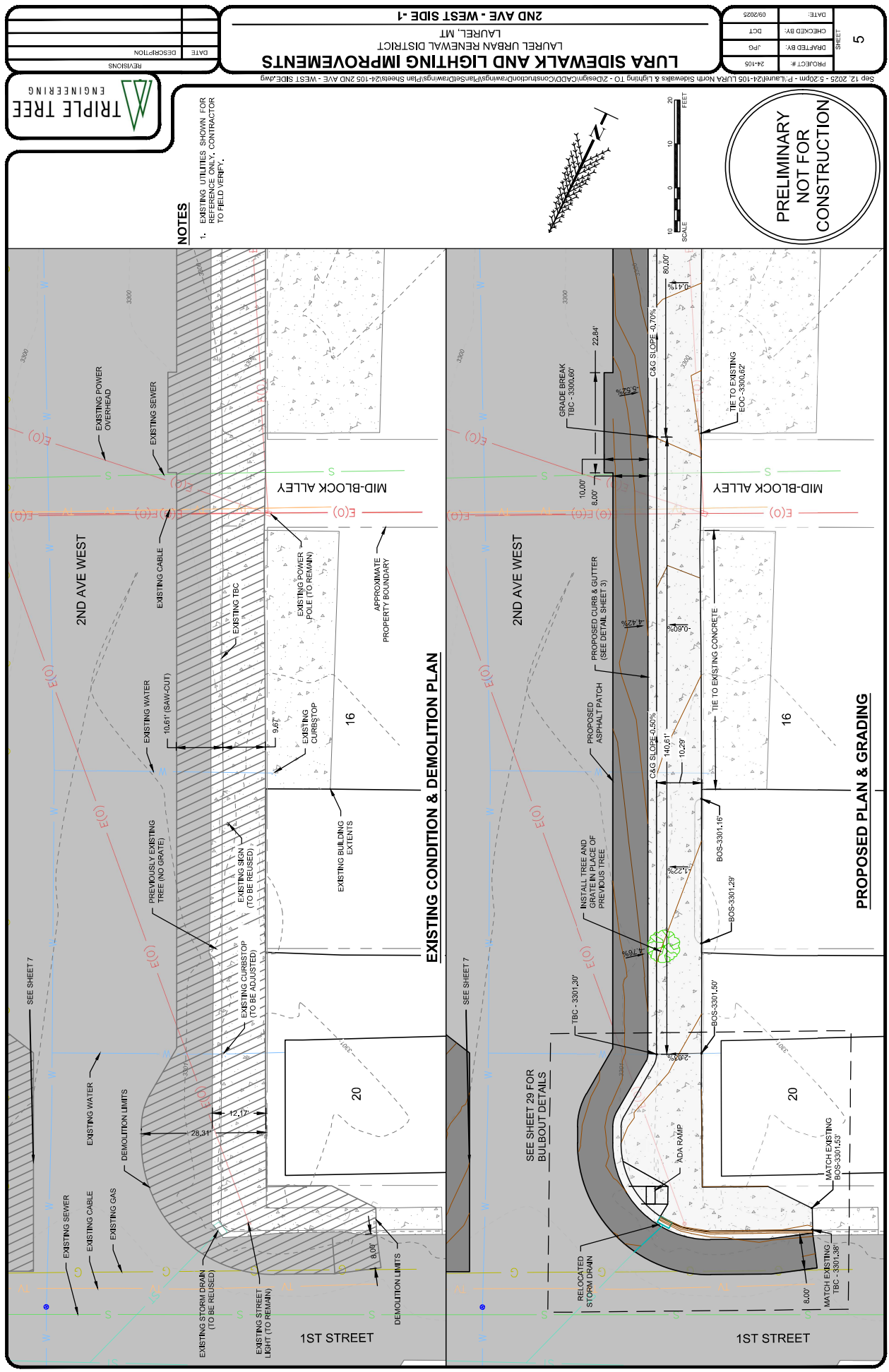
State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT B

Plan



DATE: 09/20/25
CHECKED BY: DCT
DRAFTED BY: JFG
PROJECT #: 24-105

5
SHEET

DATE: 09/20/25
DESCRIPTION: LURA SIDEWALK AND LIGHTING IMPROVEMENTS
REVISIONS:

LAUREL URBAN RENEWAL DISTRICT
LAUREL, MT
2ND AVE - WEST SIDE - 1

TRIPLE TREE
ENGINEERING

NOTES
1. EXISTING UTILITIES SHOWN FOR
REFERENCE ONLY. CONTRACTOR
TO FIELD VERIFY.

