



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, AUGUST 24, 2021  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R21-71

NEXT ORD. NO.  
O21-04

**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 August 10, 2021.

**Correspondence**

- [2.](#) Fire Monthly Report - July 2021
- [3.](#) Ambulance Monthly Report - July 2021

**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.*

4. Claims entered through August 20, 2021.
5. Approval of Payroll Register for PPE 8/8/2021 totaling \$223,709.48.
- [6.](#) Council Workshop Minutes of July 20, 2021.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

- [7.](#) Budget/Finance Committee Minutes of August 10, 2021.
- [8.](#) Park Board Minutes of August 5, 2021.
- [9.](#) Library Board Minutes of May 11, 2021.
- [10.](#) Library Board Meeting Minutes of June 8, 2021.
- [11.](#) Library Board Minutes of July 8, 2021.

- [12.](#) Tree Board Minutes of June 17, 2021.
- [13.](#) Public Works Committee Minutes of July 19, 2021.
- [14.](#) Emergency Services Committee Minutes of July 26, 2021.

### **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**

- [15.](#) Appointment of Bynnan Miller to the Laurel Volunteer Ambulance Service.
- [16.](#) Appointment of Adam Dennis to the Laurel Volunteer Fire Department.
- [17.](#) Resolution No. R21-71: A Resolution To Authorize The Mayor To Sign An Agreement With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel Middle School.
- [18.](#) Resolution No. R21-72: A Resolution To Authorize The Mayor To Sign An Agreement With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel High School.
- [19.](#) Resolution No. R21-73: A Resolution Of The City Council Selecting Askin Construction, LLC As The Successful Bidder For The City Project Known As The Lindy Lane Sewer Replacement Project.
- [20.](#) Resolution No. R21-74: A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The 2022 Pavement Maintenance Project.
- [21.](#) Resolution No. R21-75: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With True North Contracting For Asphalt Replacement And Repair On Various Streets And Intersections Within The City Limits.
- [22.](#) Resolution No. R21-76: A Resolution Of The City Council Approving A Memorandum Of Understanding To Implement The Two-Year Wage And Benefit Agreement Negotiated Between The City Of Laurel And Local Union Local 316, American Federation Of State, County And Municipal Employees, AFSCME.
- [23.](#) Resolution No. R21-77: A Resolution Of Intent To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.
- [24.](#) Resolution No. R21-78: A Resolution Of The City Council Approving An Amendment To The Previously Approved Task Order Between The City Of Laurel And KLJ Engineering Inc. Authorizing Additional Compensation For Additional Engineering For The 5th Avenue Water Main Re-Route Project.
- [25.](#) Resolution No. R21-79: Resolution Authorizing Owner's Request To Seek Annexation Of 306 West 12th Street Pursuant To The City Of Laurel Annexation Policy.

### **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 August 10, 2021.



# MINUTES OF THE CITY COUNCIL OF LAUREL

AUGUST 10, 2021

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 Tom Nelson at 6:32 p.m. on August 10, 2021.

## COUNCIL MEMBERS PRESENT:

|               |              |
|---------------|--------------|
| Bruce McGee   | Heidi Sparks |
| Scot Stokes   | Richard Herr |
| Richard Klose | Irv Wilke    |

## COUNCIL MEMBERS ABSENT:

|              |            |
|--------------|------------|
| Emelie Eaton | Don Nelson |
|--------------|------------|

## OTHER STAFF PRESENT:

None

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

Mayor Nelson asked the Council to observe a moment of silence.

## MINUTES:

Motion by Council Member McGee to approve the minutes of the regular meeting of July 27, 2021, as presented, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

## CORRESPONDENCE:

- Letter from Taryn Massa resigning from the Emergency Services Committee.

Mayor Nelson declared a vacancy on Emergency Services Committee.

- Police Department Monthly Report – July 2021.
- Building Department Monthly Report – July 2021.

**COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS:** None.

**PUBLIC HEARING:** None.

## CONSENT ITEMS:

- Claims entered through August 6, 2021.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- Approval of Payroll Register for PPE 7/25/2021 totaling \$168,706.35.**
- Council Workshop Minutes of July 6, 2021.**

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

Motion by Council Member McGee to approve the consent items as presented, seconded by Council Member Stokes. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

**CEREMONIAL CALENDAR:** None.

## REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of July 27, 2021.

**AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):** None.

**SCHEDULED MATTERS:**

- **Resolution No. R21-66: A Resolution Of The City Council Approving Change Order #1 To The Contract Between The City Of Laurel And Hardrives Construction Authorizing Additional Work And Additional Costs For The 2021 Pavement Maintenance Project.**

Motion by Council Member Sparks to approve Resolution No. R21-66, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-67: A Resolution Of The City Council Approving Change Order #2 To The Contract Between The City Of Laurel And Hardrives Construction Authorizing Additional Work And Additional Costs For The 2021 Pavement Maintenance Project.**

Motion by Council Member Klose to approve Resolution No. R21-67, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-68: A Resolution Of The City Council Approving Change Order #3 To The Contract Between The City Of Laurel And Hardrives Construction Authorizing Additional Work And Additional Costs For The 2021 Pavement Maintenance Project.**

Motion by Council Member Stokes to approve Resolution No. R21-68, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

**ITEMS REMOVED FROM THE CONSENT AGENDA:** None.

**COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):** None.

**COUNCIL DISCUSSION:**

Public Works Committee is scheduled for Monday, August 16, 2021, at 6:00 p.m.

**MAYOR UPDATES:**

Mayor Nelson listed off the changes for Council meetings for the next few weeks. Those changes are as follows:

- August 17<sup>th</sup> Workshop has been combined with the August 24<sup>th</sup> City Council Meeting
- August 17<sup>th</sup> Training for Council
- August 23<sup>rd</sup> Special Workshop – Budget
- August 24<sup>th</sup> Combined City Council meeting
- August 30<sup>th</sup> Special Workshop – Budget
- September 7<sup>th</sup> Special City Council meeting following the regularly scheduled Workshop

Council Member McGee stated that Emergency Services Committee is scheduled on August 23<sup>rd</sup>. He was unsure if he would need to reschedule or cancel the meeting.

**UNSCHEDULED MATTERS:**

- **Resolution No. R21-69: A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With WBI Energy Transmission, Inc. Relating To The Closure Of Riverside Park Due To The Pipeline Replacement Project.**

Motion by Council Member McGee to approve Resolution No. R21-69, seconded by Council Member Wilke. There was no public comment.

Mayor Nelson stated \$13,500 is for the closure of the campground during their construction period. They are also paying \$3,000 for the removal of two trees. The hope is to spend these funds on a sign for the campground.

It was questioned where this money would go. If it would be put in the park budget or if it would go into the General Fund but still be spent in the Parks. It was clarified that these monies will be put in General Fund but spent within the Park.

DRAFT

Council Minutes of August 10, 2021

It was questioned if Riverside Park is currently closed. It was clarified that the campground is closed, but citizens can still use other areas of the Park. Northwest Energy has a gas line that they need to run through the Park. The City is still working through negotiating those terms. That will be brought forward at another time. But when the work begins could close a portion of the Park.

A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-70: A Resolution Granting Project Telephone Company A Franchise Agreement With The City Of Laurel**

Motion by Council Member Wilke to approve Resolution No. R21-70, seconded by Council Member Sparks. There was no public comment.


Council questioned why this resolution was not on last week's Workshop. It was clarified that this franchise agreement is the same as others that have come before Council. The City Attorney has been working on this agreement.

A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

#### **ADJOURNMENT:**

Motion by Council Member Wilke to adjourn the council meeting, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 7:02 p.m.

  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 24<sup>th</sup> day of August 2021.

\_\_\_\_\_  
Thomas C. Nelson, Mayor

Attest:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

**File Attachments for Item:**

2. Fire Monthly Report - July 2021



# Laurel Fire Department

Report for the Month of

Jul-21

|                   |
|-------------------|
| Structure Fires   |
| Wildland Fires    |
| Extrications      |
| Other Rescues     |
| Alarms            |
| Medical Assist    |
| Severity Staffing |
| Other calls       |
|                   |
| Fire Prevention   |
| Total Training    |
| Total Maintenance |
| Community Service |

| Calls |
|-------|
| 1     |
| 23    |
| 13    |
|       |
| 8     |
| 7     |
|       |
| 5     |
| 57    |
|       |

Totals

| Hours |
|-------|
| 36    |
| 387   |
| 183   |
|       |
| 73    |
| 50    |
| 1600  |
| 122   |
| 2451  |
|       |
| 136   |
| 54    |
|       |

|       |      |
|-------|------|
| Total | 2641 |
|-------|------|

Announcements: Also responded to 9 mutual requests for grass fires.

## Structure Firefighting

Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation.

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

## Wildland Firefighting

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

## Extrications

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

## Other Rescues

Rope Rescue, Water Rescue, Ice Rescue

## Alarms

Any false alarms or malfunctions.

## Other Calls

EMS assist, Industrial or Aircraft firefighting, Vehicle Fire, Hazmat, Spills, Public safety, Investigations, gas leaks, Carbon Monoxide problems, etc.

**File Attachments for Item:**

3. Ambulance Monthly Report - July 2021



**Laurel Emergency Services Report created 8/13/21:**

**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

**Recent Month Summary:**

**July 2021:**

|                              |                   |
|------------------------------|-------------------|
| Requests                     | 127               |
| Missed Calls                 | 11 = 9%           |
| Shortest Delay               | 14 minutes        |
| Longest Delay                | 1 hour 15 minutes |
| Average Delay                | 35 minutes        |
| Fire Driver Available        | 16 times          |
| QRU Response With 1 Provider | 9 times **        |
| On A Previous Call           | 1 time            |
| No Crew / Provider Available | 2 times           |
| AMR Transported or Responded | 4 times           |
| Red Lodge Transported        | 0 time            |
| HELP Flight Transported      | 1 time            |
| Columbus Transported         | 0 time            |
| Joliet Transported           | 1 time            |
| PD Assisted Pt no transport  | 0 time            |
| POV Transport                | 3 times           |
| YCSO Transported             | 1 time            |
| MHP Transported              | 1 time            |

\*\*1 time the QRU responded and the patient refused / no transport to hospital or no patient found

\* 43 responses in Ward 5 = 34 % of calls outside of the city of Laurel

## 2021 Running Totals

|                              | January | February | March  | April  | May    | June   | July   | August | September | October | November | December | Total 2021 |
|------------------------------|---------|----------|--------|--------|--------|--------|--------|--------|-----------|---------|----------|----------|------------|
| Requests                     | 92      | 98       | 117    | 96     | 108    | 89     | 127    |        |           |         |          |          | 727        |
| Missed Calls                 | 8=9%    | 2=3%     | 10=9%  | 12=12% | 8=7%   | 16=18% | 11=9%  |        |           |         |          |          | 67         |
| Shortest Delay (minutes)     | 20      | 43       | 15     | 15     | 36     | 10     | 14     |        |           |         |          |          | 10         |
| Longest Delay (minutes)      | 45      | 70       | 80     | 87     | 73     | 60     | 75     |        |           |         |          |          | 87         |
| Average Delay (minutes)      | 25      | 47       | 30     | 50     | 61     | 36     | 35     |        |           |         |          |          | 41         |
| Fire Driver Available        | 11      | 21       | 26     | 9      | 15     | 7      | 16     |        |           |         |          |          | 105        |
| QRU Response w 1 Provider    | 6       | 1        | 5      | 7      | 3      | 14**   | 9**    |        |           |         |          |          | 45         |
| On A Previous Call           | 3       | 1        | 4      | 2      | 1      | 1      | 1      |        |           |         |          |          | 13         |
| No Crew / Provider Available | 0       | 2        | 1      | 3      | 4      | 2      | 2      |        |           |         |          |          | 13         |
| AMR Transported or Responded | 4       | 1        | 5      | 7      | 5      | 5      | 4      |        |           |         |          |          | 31         |
| Columbus Transported         | 0       | 0        | 0      | 1      | 1      | 1      | 0      |        |           |         |          |          | 3          |
| Park City Transported        | 1       | 0        | 1      | 0      | 0      | 0      | 0      |        |           |         |          |          | 2          |
| Red Lodge Transported        | 0       | 0        | 0      | 0      | 0      | 1      | 0      |        |           |         |          |          | 1          |
| HELP Flight Transported      | 0       | 0        | 0      | 0      | 0      | 1      | 1      |        |           |         |          |          | 2          |
| POV Transport                | 3       | 1        | 4      | 3      | 2      | 2      | 3      |        |           |         |          |          | 18         |
| PD Assisted Pt no transport  | 0       | 0        | 0      | 0      | 0      | 1      | 0      |        |           |         |          |          | 1          |
| Responses in Ward 5          | 21=23%  | 40=41%   | 30=26% | 28=29% | 36=33% | 27=30% | 43=34% |        |           |         |          |          | 225=31%    |

\*\*7 times the QRU responded and the patient refused / no transport to hospital or no patient found

### Other Reporting Information:

- July was a busy month. One full time employee was out on light duty and a large part of our staff were gone for the month which made staffing difficult. Those that were working did an amazing job filling holes and covering as best as possible.
- We changed the locks on the ambulance side of the building. Unfortunately we were unable to account for many keys from previous years and crew and equipment safety was a concern.
- We continue to move forward with training on new equipment and protocols.
- We would like to bring on one additional EMT volunteer that lives here in Laurel and believe would fit in great with our staff. We are hoping to wrap up some of the other new hires training and once they are cut loose will re evaluate our staffing numbers to determine if we want to bring on more staff.
- We have applied for an MDT grant for an ambulance, I believe we should hear back on whether we will be awarded this by mid October.
- We did receive permission from the state of Montana EMS & Trauma department to extend our waiver for fire drivers for another 6 months. It expired in July. We will continue to work on ways to try and ensure we have good staffing and ability to work with the fire department staff for assistance. We have not heard back on the grant for conducting a first responder class for them, I would anticipate this being announced anytime now.



**File Attachments for Item:**

6. Council Workshop Minutes of July 20, 2021.

**MINUTES  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, JULY 20, 2021**

A Council Workshop was held in Council Chambers and called to order by Mayor Tom Nelson at 6:34 p.m. on July 20, 2021.

**COUNCIL MEMBERS PRESENT:**

|   |  |
|---|--|
| <input checked="" type="checkbox"/> Emelie Eaton  | <input checked="" type="checkbox"/> Heidi Sparks |
| <input type="checkbox"/> Bruce McGee              | <input checked="" type="checkbox"/> Richard Herr |
| <input checked="" type="checkbox"/> Scot Stokes   | <input checked="" type="checkbox"/> Irv Wilke    |
| <input checked="" type="checkbox"/> Richard Klose | <input checked="" type="checkbox"/> Don Nelson   |

**OTHERS PRESENT:**

Sam Painter, City Attorney  
Bethany Langve, Clerk /Treasurer  
Nick Altonaga, Planning Director  
Matt Wheeler, Public Works Superintendent  
Kurt Markegard, Public Works Director  
Matt Smith, KLJ  
Sherri Phillips, Court Clerk  
Stan Langve, Police Chief  
Juliane Lore, City Prosecutor  
Jean Kerr, City Judge  
Monica Salo, Court Clerk

**Public Input:**

There were none.

**General Items**

1. Appointment of Adam Bell, Ashley Bell, and Travis Berchenger to the Laurel Volunteer Fire Department.

Mayor Nelson stated that Chief Peters and all three appointees were unable to be here this evening. They will be in attendance at next week's meeting.

**Executive Review**

2. Resolution - A Resolution Of The City Council Selecting Kios Brothers As The Successful Bidder For The City's Purchase Of A Garbage Truck.

Matt Wheeler, Public Works Superintendent, briefly reviewed the attached memo.

Council noted the last truck the City received has issues with its transmission. It was questioned if this was the same truck as before. It was clarified that the City has a 2009 AutoCar, and it has been

the best garbage truck in the fleet. One item was not included in the bid specs, and that was the camera system. It will cost an additional \$2,700. It is something that is needed.

It was questioned when the truck would be delivered. It was clarified it would take almost a year to build. They are built to order.

To clarify, Staff has recommended the highest bid of \$376,319.00 and an additional \$2,700 for the camera system. It was questioned if the camera system would be added during the building of the truck. It was clarified that it could easily be added to the construction.

Traditionally the City has had white garbage trucks. There is no additional cost to paint a design on the truck. The Public Works Superintendent asked Council their thoughts on a red, white, and blue version. Council agreed with painting the truck red, white, and blue.

The Public Works Superintendent thanked Kois Brothers for being present for this meeting. One representative drove up from Colorado for this meeting.

3. Resolution - A Resolution Adopting A Formalized Procedure For The City's Fire Department To Administer Fire Member's Drill Pay.

This resolution is to formalize the Fire member's drill pay. The amount has not changed. The amount is \$10.50 per meeting per month.

4. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The 2022 Pavement Maintenance Project.

Kurt Markegard, Public Works Director, stated he requested KLJ to help with the 2022 Pavement Maintenance. He has to have a project by the second Monday in August. This task order is to rebuild a street on the south side, currently in the preliminary stages. What is going to be built has not been established yet at this stage, gathering information.

Matt Smith, KLJ, stated this task order is to reconstruct 2600 linear feet of S. 4th Street. It includes a water main, sewer, curb gutter, and sidewalk. Before working on specifics, will need feedback from residents. This task order includes surveying, 2 public meetings, all engineering, all permitting, and construction. The goal is to be ready to move forward on this project next summer. The City will need to coordinate with MRL, MDT, and CHS on this project. The goal is to have the engineering done by January 2022.

It was questioned if this project is being put in front of W. Railroad. It was clarified. The Staff is looking at doing both. That will be discussed further down on this agenda. W. Railroad is a State project and will take three to five years to finish.

Kurt showed Council a pipe that was removed from a water break on Woodland Avenue. The pipes are rusting out. It is not good to have this kind of decay under the streets. Those water lines cannot be replaced until the City has a way in and out of the southside for the heavy construction vehicles to maneuver. The City cannot get materials for three-inch lines.

Council noted that on September 18, 2018, they decided to move forward with W. Railroad Street they requested an answer on how these would be financed. It was clarified that the Water Fund pays for water improvements. The Sewer Fund pays for sewer improvements. Street Maintenance will pay for paving improvements.

Council noted that if both projects were done simultaneously, it would shut down access to the Southside. It was clarified that they would be one at a time. If the City funds the gap on W. Railroad, it will still need to be designed. That process will take time. This task order is asking KLJ to design S. 4th Street. They can both go forward; one is faster as the City is not relying on the State.

Council questioned if Pavement Maintenance is going to pay \$595,800 to design S. 4th Street. It was further questioned who was going to pay for the pavement portion of S. 4th Street.

Matt Smith, KLJ, clarified that this task order includes designing the road, engineering and construction, and getting ready to go out to bid. The project is broken up into \$300k for design and the remainder for the administration of the project. The fees would be spread out over approximately six months. In Fall 2022, the remainder of the fees would be due.

Mayor Nelson clarified that W. Railroad is an Urban Route. The State designs those projects. There is a gap. S. 4th Street is the City's responsibility.

Council noted that Pavement Maintenance usually pays for pothole repairs, chip sealing, crack sealing, etc. It was questioned if the City would be spending the entire maintenance funds for the design of one street. It was clarified that some of the design fees would come from the Water and Sewer Funds. It would be the same process as the City did for 5th Avenue, E. 8th Street, and E. 6th Street. Sidewalks can be done with Special Improvement Districts. Every intersection has an ADA corner that the City pays for. This street has many challenges; however, it is not unlike other projects that have been done. The City can do smaller maintenance projects and save the rest to cover the cost of the street. Street Maintenance can also possibly bond. The City needs a designed street before it can bond. Over the last year, costs have gone up. It is unclear how those price increases will affect this project.

The waterlines will need to be replaced for the entire length of the street. The valves in the area are failing. There are fire hydrants that have failed. The City needs to find out what those costs are going to be able to assess and keep that assessment affordable. The City also needs to do the entire length of the street, or it will destroy the street further.

It was requested that KLJ break out the costs and what funds those costs would be paid from. Council requested that information in advance of a vote as they need all the information to make a decision. Council has the right to delay the vote if they do not have all the information. Council would also like this information not to be handed off at the last minute, assuming they are voting in the affirmative.

Laurie Fox, 914 12th Avenue, stated her son lives on 4th. She stated she was just horrified seeing that pipe because my grandkids are drinking water right there, just in those duplexes off the tracks. The southside streets are so narrow. There is not model T's driving on those roads anymore. We've got big trucks, and it's not the same. We have to figure out to get this fixed because there are a lot of

people drinking water through those pipes. She would like to challenge someone, at least think about it, if they would like to live somewhere for about a year and drink through that pipe. Just think about that. I know funds and money are tight, but it's a thought I would like each and every one of you to think about when you drink your water tonight. Remember that pipe.

Council noted that those kinds of pipes are located throughout the City.

Mayor Nelson stated that this item would be pulled from next week's agenda and brought back the first Workshop of August.

5. Resolution - A Resolution Of The City Council Authorizing The Award Of Grants From The Tax Increment Financing District Funds Pursuant To The LURA Large Grant Request Program For Eligible Applicants And Improvements.

Nick Altonaga, Planning Director, stated this resolution was pushed from the last Council cycle. These are the 2021 LURA Large Grant applications. LURA reviewed them at their June meetings. There were six applicants this year. The total recommended award is \$274k. He spent time reviewing each application for eligibility. There were no glaring issues. In the last Workshop, there were questions about eligibility. These requests are similar to those of the last few years. They are different projects, different applicants, similar activities.

Council asked if they were expected to vote on these in a six-item block without discussion. It was clarified that is how it has been done in the past. A Council Member noted they have serious concerns regarding these requests. They are for internal remodeling, not infrastructure. Some of these projects are very expensive. They noted it seems as if there is a lack of understanding for the LURA Board on what the City has been trying to finance regarding the W. Railroad. It was questioned if Council could discuss reducing some of these amounts. It was clarified that LURA isn't spending any money. LURA administers these grant programs. Anything over \$5k comes to Council. The Council controls the purse strings on City funds. The City has spent TIF dollars for interior work because of how the Large Grant program is written. In the past, they replaced a bathroom. It's not that these projects are not allowed; the Planning Director would not have brought these projects to Council. It is Council's responsibility to decide where they would like to spend those funds. LURA's goal is to remove blight within the District. It is Council's responsibility if they want to spend that money on grants, or if they want the grant program, etc. Council can ask for these grants to be separated and come forward as individual resolutions.

Multiple Council Members voiced that these grants should be for exterior work. Multiple Council Members voiced the desire to separate these grants into individual resolutions for next week's meeting.

A Council Member noted that these businesses pay into this with their tax money each year. Laurel Ford is putting in almost \$500k worth of improvements. They are asking for \$145k of grant funds. It was questioned if the grant program is taken away and those funds are used on a street if they would be used within the TIF District or anywhere within the City.

It was clarified that the scrutiny of LURA is warranted. They misunderstand their purpose. What LURA has been doing is within a grey area. It is out of the ordinary from what other Municipalities across the State are doing. Council has the ability to approve or deny the spending of funds. The

Planning Director does not have an issue with the removal of grants or the reassessment of grants. He stated he sees the need for grant programs. However, LURA has misunderstood the mission and scale of blight removal. The Planning Director does have an issue with this coming up after reviewing the grants. Many people are looking for assistance. He spent a lot of time reviewing these. He gladly accepts the decision of the Council. He has worked with LURA to make more reasonable decisions. However, they may need to rethink things.

Some Council Members agreed with the Planning Director that it is late in the game to question the grant programs. Some felt that they should wait until the next round to make changes. Others questioned how the money is being used and that they would not know what was applied for until it came before Council. Council Members did voice that they needed to tighten up what is and is not allowed.

The grants will be broken into separate resolutions for next week's meeting. Council will be able to vote on each item individually.

Some Council Members felt the money had been promised to applicants. It was clarified that the approval of the grant is never promised to the applicants.

Council requested discussion about how the TIF District should operate and how they would like to see things going forward.

6. Resolution - A Resolution Of The City Council Authorizing The Award Of A Grant From The Tax Increment Financing District Funds Pursuant To The Lura Small Grant Request Program For Eligible Applicants And Improvement To An Apartment Building Located Within The District.

Nick Altonaga, Planning Director, stated this resolution is to award a small grant for \$5k to Peggy and Ken Miller for upgrading HVAC in their apartment building. This grant request went before LURA on April 19, 2021. LURA approved this grant but had concerns. Applicants have created issues with the grants in the past. Last year they had one grant that was ineligible. This grant was approved for HVAC as an energy efficiency upgrade. The Planning Director does not recommend the approval of this grant because of being problematic and the attitude towards the LURA program.

7. Resolution - A Resolution Of The City Council Requesting The Mayor And City Staff Review The Existing Animal Regulations And Propose An Amendment To The Existing Regulations To Allow Persons To Own Chickens Within The City Limits.

This is a resolution of intent to create an ordinance. If the Council votes to approve this resolution, the Mayor will send the item to Emergency Services Committee to work on the proposed ordinance for a period of time. Then bring it back to Council. If they vote it down, then it dies.

Laurie Fox, 914 12<sup>th</sup> Avenue, stated she thinks Laurel needs to spend some time on ordinances of dogs and the animals that are illegal in the City limits at this point. The chickens can come down the road. The Police are in charge of what happens with animals, and they have much more work to do to figure out what's going on than someone having problems with a dog. That's just my feeling that that should come first. The Police don't have time to take calls about someone's pet problems.

Stan Langve, Police Chief, stated he agreed. This morning his day started at 3 a.m. with a shooting. There are things that are of much more priority, for instance, the nuisance ordinance. There are bigger fish to fry.

Jean Kerr, 1128 9<sup>th</sup> Avenue, stated that as a citizen, we need to get the dog situation also under control as far as ordinances. And making sure the ordinances are enforced. Lately, in Court as the Judge, she has had people questioning cats. And like I usually say, cats aren't usually put on a leash like dogs are, but people complain about that—that one case with the ducks. There was more to that case than what was brought before the Council. And that case ended up being dismissed in lack of prosecution. That lady showed up, and it was just the lady and me there; since there was no one there to prosecute, she told me her story. That began with four dogs that went around as a pack out at the trailer Court out there. They came, and they were killing the ducks. So when she called, that was her story, but that was due to these dogs that run. She said that they are known to run. She said that we have a lot of people living in a condensed area. I am ordering restitution as to a pit bull that attacked a lady walking her dog on a leash in the street over there. There is a bullet hole in the side of the dog. We had our second case where there was a dog that was skinned, and he barely lived. It was touch and go for a while. That's two now within the last six years.

Not only does the nuisance ordinance need to get fixed, but we also need to look at the nuisance dog. There are more pit bulls, and there are more mean dogs in here. Please, there are concentrated groups of people within these trailer homes and stuff. And with the Drug s and everything else. These dogs are raised to be mean. But the bad thing is people are also the victim as well. They are their pets, and that's not fair. She would also hope the chickens are put onto the back burner until we get a hold of what we are dealing with now. Then we can look people in the eye with other animals that are meant to be monitored. Thank you.

It was stated at one time, and there was an animal control officer. It was questioned if the Police Chief had thought to bring that position back. It was clarified that during budget talks, there had been a discussion about bringing an animal control officer back. The Police Chief is working on a job description for that person. This role would deal with parking, barking, and nuisance complaints.

Council questioned why this resolution was brought to Council when it is the Mayor's choice whether or not to instruct Staff. Council requests of the Mayor, but the Mayor has the choice if he will instruct Staff to work on the requested item. It was clarified that this resolution asks Council if they want an ordinance drafted to allow chickens within the City. The Mayor felt that Council had mixed feelings about this topic and did not want to have Staff spend time on something Council did not want.

It was requested for a five-minute recess.

## **Council Issues**

### **8. Judge Qualifications Draft Ordinance Discussion**

My name is Juliane Lore. I live here on Roundhouse Drive. This is my second appearance here. Thank you for this time. I serve as ... my name is Juliane Lore I apologize I'm nervous as my voice

gets lower when I am nervous I will warm up I live here on Roundhouse Drive this is my second appearance on this issue I serve as the prosecutor here in Laurel it's an honor to serve this City, I also serve as the City Attorney for Joliet and I have a small firm, I provided after the last meeting a copy of proposed Municipal Court of Record ordinance to support this and that is a little bit different than I first envisioned after I began working on the Court of Record I realized that recogglng the City Court of Record to a Municipal Court under the MCA would create Court of Record that looks like the tax Court of Record and it seems ineffective that most of all the other cities that I reviewed when they move to Municipal Court status per the MCA abolishment of the previous Court of Record and replacement much of the new Court of Record is exactly like the City Court of Record that we want to keep So that is the reason why there is a new chapter than chopped up existing Court of Record that we get to the same place.

I also brought and distributed a copy of the entire MCA chapter that guides Municipal Courts. I provided as a sample the Municipal Court Court of Record from Great Falls. I also looked at eight different Municipal Court Court of Records; there's quite a variety. Billings just refers to the MCA after the establishment of the Court, and there are almost no ordinances whatsoever. Missoula has reworked it so many times that between the supplements, the republications, I'm not certain what their Court of Record is. Missoula over lawyers, I think that a variety is simply between the Court of Record that I am referring to in Great Falls and the Bozeman Court of Record, which is a little bit longer. Still, they're a Court that more recently obtained Municipal status. I think that those clauses are being gone heavily then redrafted, so that I think that might be appropriate for Laurel. Before I go into just the Court of Record, and I will make this brief, I just a few highlights on each of the sections. I'm not going to read everything through with you. But there are two things in the bigger picture that I wanted to bring up. What that really becomes more empathized the more I research I did and the harder that I worked to supplement the material information that we need to make this decision and to put things together that I think this Court could achieve; the first one is autonomy from Billings, we, we are viewed as a Billings bedroom community, I think, by some people I can't be the only person that has heard the joke or even sometimes the earnest question you know when are you guys going to be annexed to Billings? Right now, we don't have a...our warrants, we don't have exclusive programs of our own such of the words I would like to bring up, but if we handle our Laurel, our business in Laurel to establish a Municipal of our own, if we handle our own small claims if we can issue our warrants for misdemeanors and felonies committed here if our Judge and our Court are in equal standing with the Billings Municipal Court I think we are clearly pretty sticking out with the position that we will never be a Billings bedroom community. These are two cities with very different characters, growing side-by-side, and I think that this step to Municipal Court is important to establish our autonomy and to strengthen it in the future. Then the second thing that I think is important, and I'm always looking at the backroom, is money. I'm a money girl with all capitals here, and we all understand that funding has to anchor every dream, every business, every plan. And so looking at the funding changes that may concern the Council. I wanted to first look at the different Municipal Court functions that would initially be in place. And I believe that for the greatest part, the Court could make this change, and I don't think the funding would as the City change much; I think the same two part-time Clerk s with just restructuring duties we could cover exactly what we need and adding a Small Claims Court when Court is already in session anyway doesn't require any further time from the prosecutor as two parties, the recording or transcription services that is something that I believe Helena will guide us into some assist to some extent. They have an interest in Court uniformity and those records on appeal. So, ultimately, I think the Judge's salary may need to be adjusted as duties increase you would have a local Judge that would be able to issue misdemeanor felony warrants. I think those have been probably happen



very late at night. I don't know about how that sharing duties would work in a District Court. But ultimately, the salary may need to be increased; I don't think that's now. I think that the first two years of this implementation and the building of the Courts could be effectively done on roughly the same budget. Then I started looking at Grant's. I like Grants. I think that our Town Clerk got a ginormous grant last year, millions, and there are grants available for the legal system that I really get excited about being able to pursue. The two that I think right now that are getting the most press in the most funding are Drug Court, and one that gets me excited is a Veteran's Court. To be able to serve our Veterans better with the programs from those funds. We paint an incredible legacy for this City; this is one of the most patriotic cities I have ever lived in. We have a National Cemetery here, and we have a huge amount of veterans and families that have produced veterans. We also have a very high suicide rate, a high DUI rate. We have untreated veterans that we could serve better with programs that we could get grant money for. Because I know we need to keep this brief, I won't go much into the material I prepared about. Drug Courts and their increasing effectiveness. Because at first, I was skeptical. But if there is something that looks like it can be effective and if we could get large amounts of money to try it... let's try it. We have a drug problem that is growing; we are a spillover from Billings in many ways and some of our categories of crime. And I think that being able to offer a Drug Court to Laurel residents, which right now, people commit crimes in Laurel excluded from the Drug Court in Billings we've tried many times, that may be very advantageous. Definitely, I think that the idea of a Veteran's Court would be incredible. I believe that right now, there are only four in the state. And we have again more veterans than any other state. I think that the grant money for those kinds of programs comes with even better services, mental health services, things like this. And all of the grant fund money all over is earmarked to further a certain program. All of this benefits the Court and its facilities as a whole. So I think that there is potential with those two directions now and many other grant opportunities later. To put the grant money into the Municipal Court, we need as it grows as it needs greater funding. But again I think now it can be done efficiently. And this is where we need to turn to the Court of Record because I believe that you know I only looked at about twelve different grants while I was preparing for this. And I don't know if Municipal Court is required for eligibility for any of these grants. But I would assert only the Court of Record could be realistically competitive for them. Again because of that trial-de-novo problem. These two kinds of Courts offering alternative path for conviction, and ours aren't not final. So that was short; I will move over to the Court of Record that I have drafted; I just have a few comments because I think this just takes some time to review and to digest. And the MCA Court of Record that guides us is lengthy. This Court of Record is meant only to give us the ability to supplement that MCA Court of Record. Those things that are important to Laurel. Again the latitude here is great; a City can just say there is a Municipal Court now, its up to the MCA that will bind us or putting a great deal of more structure. I hope that I have chosen mute ground here; I have very much kept in mind to keep this Court of Record flexible and scalable. I'm looking at what the Court may need in 10 years. I'm looking at the Court in 50 years, and for these reasons, I have a little bit of extra verbiage here that Billings doesn't. So the initial chapter, the chapter on City Court Court of Record, would be repealed entirely by the MCA ordinance, and the Municipal Court would be established. Cannot get used to bifocals. In the first clause of the establishment, it may be appropriate to add a date or something there a set date going forward because this is a working draft. Most of the Courts do have a date of inception, and I think we should add that, but we are a long ways away from making that decision. Then second Court of Record on jurisdiction, this is analogous to the City Court Court of Record, so everything previously allocated to the Laurel City Court would be handle by the Municipal Court. There is no exclusion of any current service. The jurisdiction would remain the same. The youth Court, all of this, would be handled under this new Court of Record. Upon the second 2.694.040 final furlough under Municipal Court Judges, number

3, I may have a true that should be revised. The Municipal Court Judge must be a resident qualified elector in the City of Laurel metro area is my suggestion for proposal to consider for the reasons discussed at the previous meeting. I think it's important to make the eligibility for qualified attorneys who may wish to sit on the bench a little bit broader than it is now. And again, I believe that it is less critical than it is for other positions in the City. I don't know if the greater metro area is the correct term, but I would suggest widening this up a little bit for the City. I don't know if opening it up to the County is right; we are in Yellowstone, and there is a lot of diversity of character here. So I do think that there are some reasons historically for keeping residency strictly in the City of Laurel, but I think it with our growth and the needs for this special qualifications of this office which should be broadened. It's just a suggestion. Clause number 6 is exactly one that of one of those Court of Records that I intend to service way down the road. This would allow an assistant Judge to be appointed, and this is analogous to the structure in larger Courts where the case just gets too large for one Judge to handle or if there is a health issue something like this we don't have to have a temporary pro tem on the bench. It can be an associate Judge who doesn't have the residency restrictions in this draft, but that may be something to add. But right now, that one person again looking into the budget could absolutely cover this position. Down the road, that will change, and will need more stuff that is added. The Judge pro tem 2.69.060 this just adds some qualifications to that position it removes residency entirely I think that it is important anytime a Judge is removed for some emergency basis with health or something like this that associate Judge may not be able to serve we would have to prequalify pro tem from any location that can serve the Court. So I think for that position, I would recommend removing any residency restrictions at all, but those are rare cases. Under the 2.69.080 Municipal Court Clerk, this is a section again that some Court of Record s they leave out and look entirely to the MCA. Everyone knows their duties in this type of Court; some cities, I find, do put more restrictions. I don't think this should be over lawyered; I think this administration personnel and hours are better handled outside of the ordinance. Still, I would ask you to consider just adding the hours to the Municipal Court Court of Record does require to Court to be open and serving the public during certain hours and would ask that the hours are analogous to the other City offices that are available to people to pay fines to get information during lunch hours. Again that is just proposed addition there. And you will find a Bozeman Court Court of Record that I didn't pass out that I did email as a sample something very similar that actually more it really goes into a personnel manual I don't think that is appropriate I think that Court of Record should be short clean and then refer to the other places where it's appropriate and doesn't be depictive. Under the public records now I have drafted through, which is very standard, the Laurel Municipal Court Clerk will provide public Court records upon written request and may set an appropriate fee. I think that is important we don't want to be eating fees, and this is a service every other Court charges for our discovery as well as Court records. But I wanted to note that with a Municipal Court and potentially greater funds, I found two City websites Great Falls which one but actually has a records request form online. It's great you fill it out online, you email it, they have a PayPal button, records are entirely streamlined. I think that could not only serve the people better but streamline Court functions better. So I think that as we go through these improvements, all of these are added to improve Court services with eye on the bottom line. Under the orphaned deposit of funds under number 4, this is a very rough draft because I don't in my position know the procedure now by which funds are held prior to final administration or adjudication, but this is only meant to conform with current practice whatever that is. 2.69.100 appeal to District Court this eliminates trial de novo or trial anew for no reason because now this is a Court of Record. Any appeal to District Court must be confined to a question of Law to an error; that's my favorite clause. The last point that I wanted to bring up that I can added is under "C" civil causes of action of civil the amount of controversy at \$1000 that would be our functional Small Claims function to be able to administer contractual

matters for people this would not involve prosecutor these are civil claims that two people file against each other in a Court of Record the appeal in these cases would have the same standard as a criminal case. So that is a summary of the changes. I believe that last time I tried to give a summary of the reasons and I have not prepared any further material due to interest of time I hope this meeting might be more interactive and also I have given you more material to consider. If you have any questions or if you may have any questions of our Chief of Police, I would be happy to answer those at this time. I am also happy to prepare any further material or discussion the Council would like to consider. I think this is weighty, and there are many issues ahead we need to look at.

Mayor Nelson: Council questions Council indicated they wanted to have this conversation tonight, so I hope there are some questions...Council Member Stokes.

Council Member Stokes: I have a question; it's about all this. It's about this.

Prosecutor Julianne Lore: Can you tell me which part of all of this?

Council Member Stokes: The part it is you're running for a position here in this town for you're running for the Judge's position is this correct?

Prosecutor Julianne Lore: This is true, yes.

Council Member Stokes: Okay, then why is this all happening right now? My question is why we are waiting until after election.

Prosecutor Julianne Lore: This is a great question. I appreciate the opportunity to answer it. Anticipating at the last meeting, I will cover this again as I know you were not able to attend. But I think that this is important at this time. For two reasons, and I also provided the minutes from the last session that I hope you may have reviewed, I thought I was more eloquent than I will be tonight. One of these is the City population at which Helena requires to we move to a Municipal Court status, and then the second issue really for timing is because now we are now at the end of a term. I think now at the end of a term is the time to consider changing the qualifications for that position and also at this point we are early I would hope that no one has spent a lot of time and money campaigning so there is not great time... I'm sorry go ahead.

Council Member Stokes: I have a question

Mayor Nelson: Council Member Stokes

Council Member Stokes: We've, people have already put their money in the hat. I mean, anybody can look at that, and we all know that. Okay, so we're going at this right now; we're looking at it, and we're wanting to change it. I think the best time to look at this is beginning of a term, not right at the end of a term. Would this disqualify our current Judge?

Prosecutor Julianne Lore: It would

Council Member Stokes: Okay

Prosecutor Julianne Lore: And this is the problem...is...

Council Member Stokes: She has already put her money in

Prosecutor Juliane Lore: So

Council Member Stokes: Why are we doing this right now?

Prosecutor Juliane Lore: I am doing this because if we have a person serving in this position who is unqualified and we have to make this change midterm, we have a problem. So, so that it is the reason there. But I'm feeling that we may be...you may be looking towards issues that are not on the agenda.

Council Member Stokes: She would be disqualified after her term for this all to change. If she did win...

Prosecutor Juliane Lore: That is correct

Council Member Stokes: She would have to...she would serve out her term, and we can then...

Prosecutor Juliane Lore: Not necessarily, if we can...obtain the information from the Census...

Council Member Stokes: It kind of sounds like to me that you are looking to obtain the same position she is, and you're looking to eliminate the competition. That has nothing to do with Municipal right now. I would not be surprised that Judge Kerr could not slap us with a lawsuit if you let this stuff to go through.

Mayor Nelson: Um...could you...

Council Member Stokes: Cause we are in the middle of an election. We have four months to an election she submitted she's put her money in.

Mayor Nelson: Council Member Stokes, we are not letting anything go through; this is a discussion brought forward by one of the Council members. But, there is no...

Council Member Stokes: I'm all about free and fair elections. This stuff right now is not fair to the current Judge.

Prosecutor Juliane Lore: I respectfully disagree. I think that the previous presentation that I gave, I hope, carefully renumerates...

Council Member Stokes: I did watch it.

Prosecutor Juliane Lore: the Municipal Court of Record and how that will operate as our, as our town grows and I guess would put out the analogy let's say it is too late to withdraw... let's say I get hit by a truck this needs to be considered.

Council Member Stokes: That is not somebody who you are campaigning against your going against in an election.

Prosecutor Juliane Lore: Yes

Council Member Stokes: Try to sabotage getting hit by a truck is different than sabotage; that's the way I look at it

Prosecutor Juliane Lore: I understand...in your position. The only reason I am trying to elevate it that Court on record is to is to get elected. I promise you it's a huge pay cut. I truly I am only looking at ways to serve the Court. I believe I have enumerated the many reasons it is important to have a Court of Record and have it at this time and that to make this decision before the next term is important. I understand that you have the opinion that I am doing this out of some personal nefarious motivation to take the bench. I assure you it's not true. I hope that I have provided enough sufficient reasons that can answer that inquiry.

Mayor Nelson: Council Member Klose

Council Member Klose: Thank you, Mr. Mayor. I agree with Council Member Stokes this issue should not have been discussed at this time; it should have been brought up last Spring before we started the registration for any office elected office whether it was for City office, Mayor Judge, or whatever it should have been brought up and taken care of at that time or waited until after November election has ended to discuss as this is not the time to change the rules of the election this should have been done a long time ago so as far as I am concerned, we should not discuss this anymore until after the election. Thank you.

Mayor Nelson: Thank you very much. Are there any Council comments or questions?

Mayor Nelson: Council Member Klose

Council Member Klose: I just want to clear up one thing. I will have to review some more of this material. I'm not saying that I am against changing from City Court to Municipal Court right now, but this is not the time to make that decision. Thank you.

Mayor Nelson: Thank you. Council Member Herr.

Council Member Herr: Just a question to the last time you talk to us, you said something about the State required the 10,000 population?

Prosecutor Juliane Lore: Yes. Per the MCA...

Council Member Herr: We are at seven and have been at seven for umpteen years and going down or up we are we could be at ten next month, but that is very doubtful. It's going to be at least a couple of years or more. I would say even if the gas thing comes through here their only going to bring a couple of families, and here we are; we are still trying to figure it out. I agree we should wait. Thank you.

Prosecutor Juliane Lore: If I may address that...and your comment is well taken, we don't know what will happen with the census results we don't know what will have with the population in the next few years. I brought that up because I think that choosing under directive under Helena is probably something we don't want to be in a position to do. And any Municipality that has reached a

population between 5,000 and 10,000 under the MCA may elect to become a Court of Record under Municipal Court of Record, so it is trying to stay ahead of the day when Helena does send us that directive because now we are in a period of time where could elect to make that decision ourself if that clarifies that at all.

Mayor Nelson: Any other Council comments or questions?

Prosecutor Julianne Lore: There is actually one note in the Court of Record that I did forget to bring up and that one is Officers of the Court and I am bringing this up as I do believe that Stan is here and was asked to prepare a brief statement on how Municipal Court of Record could help the Police be more effective immediately but at the statue Officers of the Court this is directly echoing the MCA just states that the Chief of Police is the executive officer of the Municipal Court and with the approval of whoever is on the bench shall appoint Police Officers as Court Officers or a bailiff and this seems duplicative when I first read it because I think this is the current practice just informally however there was a trial recently where the person selected as a bailiff I think it's that the lady here so that was this lady and she was very knowledgeable about the Court she was unarmed she was not in uniform and so I would assert that a bailiff is a law enforcement function is a City Court function and for that reason I put in the Court of Record indicating here that per the MCA that the Chief of Police would administer those functions under this proposal. Thank you.

Mayor Nelson: Any other Council comments or questions? You indicated that you wanted to have this discussion tonight.

Prosecutor Julianne Lore: If it's appropriate at this time, I would ask Stan to present the material that the Mayor asked him to prepare. I think it is very brief and won't take up too much more of your time.

Chief of Police Langve: Mr. Mayor and members of Council thank you very much. Yes, I will make myself available to have any input I can. There again not my area of expertise but just my understanding of things the end of the last Workshop; I spoke to the issues as far as the question being will there be any benefit, and so I attempted to write these down so as coherent as possible basically, the biggest thing is we went over search warrants and having attorneys going in for search warrants and the basis of search warrants if they lead to something else there is that possibility if you are going for a misdemeanor warrant on something you having a solid foundation for going to if you come across felony items the next thing is with re-trials obviously if it is Court of Record if you have no...it just goes up you just have the one trial the Officers subpoena noted the call- out time for them if you didn't have that it would be the cost savings there. Don't know that you know trail of cases coming back get re-trialed or if just go away at that point, but to answer the question of what was posed to me, that was my best indication that's what it is.

Prosecutor Julianne Lore: I would just add to that the Court of Record that I drafted again this is analogous to the MCA would give our local Court the bench the ability to issue misdemeanor and felony warrants. Right now, we have no way or means to have the ability we must contact Billings for felony warrants; we would have the ability to write any warrant that we need for any crime committed in Laurel with this change, and then the other changes that I think would have impact on the Police that it would arraign felons in our Court we would have that same in the Justice peace Court function so I would just add those things aren't in the Court of Record in August as to what the Chief has presented.

Chief of Police Stan Langve: I can't speak to that because it's not mine, but it's you know if that would be a benefit then absolutely.

Mayor Nelson: I believe you have brought everything to the Council that was asked for last Workshop on this matter. I appreciate you bringing that they have the reference in that they were interested in. Council Member Wilke.

Council Member Wilke: Thank you. I do agree that there are some shortfalls in the ability the Police Department to do their job by getting a timely warrant getting one that will do its job if need be, go to a higher Court, and be upheld. As an official warrant issued by any official Court that concerns me being former law enforcement I dealt with a lot of warrants, and they're very, very important tools to the Police department, and I am concerned that we got to make sure that tool is given to them; however, this probably is not the right time to be addressing this situation we should have probably did it like said before right after the election or right after the next so is kind of what I am thinking. Thank you.

Mayor Nelson: Thank you. Any other comments or questions? Thank you.

Prosecutor Julianne Lore: Thank you for the opportunity to present more material this more interactive meeting and for the attention that you have given this. I intend to pursue this. I definitely respect the timing issues that you've brought up. I disagree. I think that now is the time, the decision is certainly yours to make, and if it is appropriate to push this question off until after the election at that time, I will bring it again; this is important. We need to build the Court; perhaps the election timing is causing this concern. I think this should be addressed before the end of the year, and I hope that you will keep the material, and no matter the vote, you will give me this opportunity again. We must build the Court. I want to make it a Court, a legacy that we're proud of. Thank you.

Mayor Nelson: Thank you, Ms. Lore. I believe the Judge would like...

Judge Jean Kerr: I know you don't talk about this anymore, so I will try to keep this brief. I did...or I should say...Jean Kerr...and I am here representing the Laurel City Court as Judge I did give packets I have copied off the City Court Montana Code Annotated for City Court of Record as well as there's other paperwork that is also included. I did make a Court comparison sheet so that you can see exactly what, what, different issues have been brought up when I saw the last times of the 6<sup>th</sup> of July; I watched that extensively and several times to look up all the information that was being given and rather misconstrued and so with that in mind when there is a Court situation when there is a City the people are, you represent the people, the Court also represents the people and including Courts of limited jurisdiction have a highest caseload across the State you see way more cases than any other level of Court in this State. I have been on the bench for 24 years, so with that in mind, I have never missed a school I've been to 40. I will...in September, I will have taken my 48<sup>th</sup> class that is mandated by the Supreme Court taught by Judges and other experts, but we get our schooling, and also we have all the stuff that gets sent to us all the time via the internet as far as cases and how they have been ruled on so then that's how we interpret the Law for there. I do take offense to the statement that I am not qualified; I am more than qualified and that I am not a stupid person; just because a bar person holds a bar card does mean that they good attorney, just like a person who is a driver, that has a driver's license doesn't mean they pay for their insurance doesn't mean they are a safe driver same kind of thing. When we look at these things, there are were of comments made

during the presentation last week that I need to clarify, one thing as soon as I walked into my Court area then next day after this...oh let me back up...during this session on the 6<sup>th</sup> of July when this was being presented, I was in this building I had no idea that this was a topic. The only time you ever see me is if I need to get some information or I hear that I'm being talked about and I'm not invited to the party. Because that doesn't sit well with me. I was over in my little Courtroom processing a temporary order of protection for a person who, she was scared to death, shaking, and she was being stalked. So I'm over there doing my job at the same time somebody is over here tell me why I shouldn't even hold my job. That doesn't sit well with me. And the way it was put on the register of action that Workshop nobody knew was being talked about, well, potentially the Police Department cause the Chief of Police was here and, and I don't know who typed up minutes for the notes for the thing I had no idea. It was a shock. I got home from doing that order of protection, and I had phone calls and emails saying watch the Council meeting. Get on there and pull it up on Facebook. It was quite the surprise. When I got back to work the next day, the first thing my Clerk said was she said that she said that we can have small claims Court here, and there's been a big controversy that people have read about in the paper things disclosed that shouldn't have been disclosed and by someone who supposed have the ethics and the knowledge not to release that information and so for my Clerk s to be...for me to be told that my Clerk s are not proper they cannot sit in my absence that have been very minimal exposure to the people and they picked up on a mistruth that was given by someone who has a bar card I was really offended and was so tickled that they immediately said ya, she says that they could do small claims. Mistruth, you can see on these Court comparisons the Laurel City Court says, and if Laurel City Court of Record say things the City Court, it's just that we have a tape recording the process, all the proceedings. Laurel Municipal Court has to have an attorney. Justice Court does not require an attorney to sit on the bench; even a Justice Court of Record does not require an attorney, District Court does. If you look, I am looking at the one with the term in length of years...Ms. Lore made a statement that she thought the Judge should have a 4-year term instead of a 2-year term; if she has done her research, she would realize they are all 4-year terms. I'm up for election this year; next year is for Justice of the peace...they switch, just like half of you are up for election this year the next time we have the election, you folks are up for election. So that was a mistruth. Laurel City Court ordinance says, "Laurel City Court calls a Court of Record or if there's Municipal Court have exclusive jurisdiction over our ordinances and any enforcement of that. Criminal Law, so you're looking at traffic, drugs, theft, partner or family member assaults, that sort of thing we have jurisdiction over all of them. Just like you can see goes straight across by graph. Civil Law that is contract kind of things, or maybe something that two people are arguing over a contract, an agreement something like that we have a \$12,000.00 cap. If you read the 2019 Codes, which are the only ones in print right, you will see that is a \$7,000.00 cap, but they increased it this year at the legislative session, so know I have my cap is \$12,000.00. Any suit that is brought before me has to be at that level, \$12,001.00 goes to District Court, but we cannot be a Court of small claims. And I don't care if Ms. Lore says that \$1,000.00 is a cap; it is not okayed by Municipal...I mean Montana Code Annotated, and you need to look it up if you don't believe me Justice Court is the only small claims and then if there is an appeal, District Court, period. Nothing else, and you can't even call yourself a small claims court, there are certain rules and certain procedures that only Small Claims Courts can do, no other Court. And so that is a mistruth. Initial felony appearances at a hearing, technically, if you read the Law, I can do them too. I have never done them; we are not a Court of Record, I don't want that responsibility; if I had anyone in my Courtroom, I will say "sir" or "ma'am" looking at your citation and looking at your history because I will get a traffic history sometimes criminal history I will put them on notice and, and I will say "this is my fear, I fear that you are at a felony DUI level" and then I will send them off to book them in to be put on a docket two weeks out I give the case, or Clerk s give the case to



the Police department and then they are told we think this is a felony. Then the Police take it down to Prime Time and if you read the Law and Ms. Lore said so too, she put through that initial appearance on a felony, but that all gets bonded over and down to District Court. District Court handles felonies. So initial appearance, yup, I can do too. I don't want to do it; I'm not a Court of Record, and I'm not going to mess around with a felony that potentially get mixed up due to potential error.

Landlord/tenant, we don't do them, Justice Court, Justice Court of Record, District Court that's landlord/tenant. Kind of a civil case but not my jurisdiction. Orders of protection, you see that and is also temporary orders of protection, small claims...nope...trial-de-novo, that's been a big issue. If you are a Court that has not been recorded, then if at the end of your trial you think, yikes, you guys got that wrong. You can appeal that up; then its trial-de-novo means a brand new trial. If it's a Court of Record, a person can still appeal it. But it goes up with the recording, the transcript, and any other paperwork that is filed again. And then next level of Judge looks to determine if there's error or not on behalf of the Judge. Ms. Lore was right, there..... I will be honest with you; in the last 4 years, we have had 3. Ms. Lore did state that on her very first day in Court, she saw one. That is true; it was a case where there was a person who was really drunk, and there was the concern that she went into Walmart and stole as well; she was found guilty. I remember it too. And the other two cases, our attorneys who always know that have a bad...have a DUI they know it's going to be really hard because it's the same attorney usually. Then they have an events trial, and as soon as that person is declared guilty because all the elements are proven, there like Judge here it is. We're appealing it to District Court...trial-de-novo, they got the paperwork to be filed, then I say "go over to the counter and file it with the Clerk s," and off they go. Often then it goes up to District Court, and then usually there isn't a trial; usually, there is some kind of negotiation, its often the ploy. Now Ms. Lore said, "it's the bad guys that are in the Laurel, and they know that the Police don't have any ability to do the Justice and so the good people that don't appeal their cases," nope, I disagree with that, and for 3 or 4 years that's very very low. I talked to the Justice of the Peace in Stillwater County; they're a very active Court too. Justice of the Peace's don't have to be Court of record. But, I...but, they have to be Court of Record for small claims, they have to be taping that verbiage and keeping that record straight. His prosecutor came up and asked him if he would please consider being a Court of record, he said that..."what does it do for me?" There's a lot more work, there's going to be more Clerk time and more Judge time, of getting things in and getting that recording and writing down those little numbers and all that as far as what case goes with what and separating it out, but it can be done. Red Lodge Justice Court, Judge Nichols, just made his Justice Court a Court of Record and then the City Court in Red Lodge also became Court of record. They said they would help me if that's what I wanted to do. I brought this up about ten weeks ago to the Mayor, and I was told that now is not the right time to become a Court of Record. Court of Record would not do anything to eliminate anybody from the role of Judge. We all go to small claims...I mean, we all go to Montana Supreme Court School, even District Court Judges. By the time we're done with school, then the District Court Judges have to go to school because our person who gets the school set up through the Supreme Court is busy trying to go on to the District Court Judges if that is a smaller group, they usually get to go to Fairmont. But otherwise, they go to school too, and they are all attorneys. We do...I have the ability to do search warrants. The last search warrant I did was in 2017. Officer Huertas had me do it. I've done search warrants in the past. That is a policy that is then declared by the Police Department. Also...I can do those telephonic blood draws for DUI's when I came back from school. When that Law was initiated in 2019, I came back, I talked to the Chief, and he said, "We already decided that we are not going to have you do those blood draws for the DUI's because there is a big list down at the jail and we'll just call up one of the District Court

Judges.” Because I had gone and talked to him about what kind of recording device I should get when they call me up at night to ask for that blood search warrant. And the reason why you have to have a search warrant for the blood is because you are gathering evidence, and Montana has the highest expectation of privacy in the United States, every time that we go to school. If they talk about search warrants and privacy acts, and they always say any exception is Montana. Because it’s that much higher. And so truly, I have a landline that is hard to tap in to. And I was going to get that tape recording machine and get everything going and, and that was not my decision, and so I just said okay. But that is a mistruth, that as far as, the ability to do those search warrants. And I can do any kind of search warrant, a misdemeanor, or a felony. I, in fact, called up, I was going to talk to Chris Morris, who is down at the City or he is the County Attorney, couldn’t get old of Chris. But I did talk to Brett Noon Webber, he has been an attorney for years. He told me that he holds the biggest or has the heaviest case load for the County, all family crime. And also has a lot of junior attorneys under him that he guides, as far as an administrator. He said that he has never heard any of my search warrants being kicked out because I am a Court of my own record. He went three terms as the County Attorney in Livingston. They had City Courts that were not Courts of record, Judge Anglin and Judge Neal Travis. Those were the Judges that he learned under, and they were sworn in to cover each other for search warrants if there was ever the need. One was a City, one was a JP and not Courts of record. He also said Park County was looking a tiny little entitles like Clyde Park, Cooke City, that they were itty bitty Courts usually traveling Judges. And he said everything holds up. There is something called the “four corners” of a search warrant. As long as you have the “four corners,” it doesn’t matter what level of Judge you are; it’s did you do the job right. And that’s what you have to do, and that is all done in chambers; it’s not done in open Court. And that is very clear, in the statute, as well. The...If you look at this paperwork, it’s all very clear there. I believe that if there is going to be a change, then it needs to be done with the approval of the City residents. That is, it is, there is a constitutional responsibility to the citizens of this town. I have put in the County Settles of Landa that is Judge Landa out of the County of Powder River. And in 2019, County Commissioners were decided they were where going to reduce her hours as well as reduce the pay during her term. You can’t do it. So, she told them, and I know we talked about it at school. And she warned them and told them and warned them and told them. They did it anyway, and she lawyered up. And there was a lawsuit, and the County lost. And there is \$19,000.00 in attorney’s fees that had to be paid by the County, and she won. And they restored her hours, and she even got a raise over it. The District Court Judge did state, in words it says that “time spent in the Justice of the Peace office didn’t change when the position went from a full-...part-time to a full-time job, still only available in the office only 3-days a week full-time status was not warranted as far as the Judge being there. Powder River County's population suddenly decreased. This is what the commissioners are saying, so it’s a larger burden on the taxpayers. And in the future, had budget concerns and the public concerns were office hours and Justice of the Peace, that the Justice of the Peace was not in the office. And that the County shared the revenue, but the Justice of the peace have gone steadily down in the last five years. Then when there was the Judge’s thought process, he said that “under article 2, section 8 of the Constitution...the public has the right to expect governmental agencies to afford such reasonable opportunity for citizen participation in the operation of the agencies prior to final decision as provided by law”. And that needs to be considered if you are going to change anything around here. We have a Charter System. We have people that voted that in, we used to have a Mayor system, we got the Charter system that we are supposed to have a CEO, that was to be voted in every ten years you are supposed to have a governmental view. At time, if people want to re-look at the structure of our government, that is the time you do it...you have your study, and the people vote on it. This is a similar situation. Ms. Lore had represented that it can be done in two sessions...ya, it could. You could eliminate my position completely, and then she would be the only

candidate. The thing that is wrong, too, is that she is referred to as the City Prosecutor. She is a judicial candidate running for office. She is not the City Prosecutor when she is doing this stuff. She falls under judicial ethics now because she has her name in the hat as well...they are higher than attorneys have to be. With then being said, I will tell you that since...as Mr. Stokes said and Mr. Klose, this job is put before the County and put for the ballot it's City Court Judge the names are in the hats the fees are paid, that's the election. And if it changes to the Municipal Court, there will be a lawsuit. Because it's not and for anybody to consider it their also not doing a service to Ms. Lore. Because it is a violation of the elections practice. And so, it is not okay. So would also think about also are you setting someone else up for an ethics violation. And once again, I am rather a little bit chapped that she uses and throws ethics around, and there was something in here about a moral fortitude and being humble and mature. Well, I'll tell ya...there is also ethics about telling the truth. And if you are going to try to sway somebody just to do one thing as far as a Municipal Court, that's not okay. There's options, and you, you disclose the options, then you prove what your option is the best. I have had grants. I tried to get a drug Court here. Chief went with me, there was a parago, there was Officer Firebaugh and myself, and there was an attorney that ended up moving to North Dakota. I got a \$40,000.00 grant. We went down to Georgia, and we were in Atlanta, and we were there a week for training. Got home, the money was gone...it was all dried up, but we were ready to roll. I can get those grants too. And so don't be swayed that thinking just because someone has a bar card that what they say is the truth because it truly isn't. And this whole action, I feel, was meant to eliminate me before people even lined up at the starting blocks, and it's, it's not okay. Yellowstone County residency that's one thing that she has talked about as far as Laurel. When I first started this position 25 years ago, everybody who worked for the City was supposed to live in the City. I remember when we had a Clerk/Treasurer, and she was given a year to find a house in town. And she didn't want to live in town. She had animals, but she rented a house in town, and her husband had another house outside the City limits. So, if you want to change it, that is fine, a lot of it has changed. I remember Mr. Redman had to buy a house in town, and yet as a kid, when we would go over to the house, he lived out of town, but that was after he had retired. And I think the thought process there, and I maybe totally washed up, the think the method of the madness is that if you live in a town you support it you pay for the water, you take a paycheck, and you usually go to the local bank, you usually go buy groceries in town. And you watch the kids in school, and you hope that they are safe at the park and a few things like that. You've got a vested interest because you have to look at everybody in the eye the very next day. And so I think that was what the thought process was, but I don't think that was a bad thing, and there are plenty of houses around here that are for sale. So a person can live here as well and drive on the chuck holes or get lost in the chuck holes, I should say, and everything else as well. Or have the concern like Mrs. Fox had and then buy Culligan water. I also found offense by the innuendo that if you are a resident here and you know people, then you have the tendency to not be fair. I've had to know lots of people before me, and it's hard because you have to follow the Law. You have to have those elements proven. But also, at the end of the day, if you do that, and you exclude excellence of how you live your life, then people look at you think, okay, I messed up, and it's that. But then also think it helps when you leave it in the Courtroom. So when you go to Walmart, that same person will approach you, unless they are ducking, because their case hasn't been done yet. But then you can talk to them, and then they're like, thank you for treating me fairly. Cause that's what I get a lot, and I'm also looking at them in the eye because I live here. I am a qualified candidate and a qualified person. I've got to be honest with you, and this may be cocky, but I think if I took the section of the Bar that I work with every day, I bet you dollars to donuts I would get a 90 or higher because I know it. And I've had to try to steer her, and it hasn't worked. And I've asked for help about that, and it hasn't been okay. Pro tem, I hear a lot of that, too. The Law does not have specific requirements in some of the jobs.

And if you go to any of these other Courts, sometimes even in District Court, the secretary sometimes be handing the Mayor, I mean, the attorneys their paperwork. And my Clerk s are very, very bright, they're very, very loyal, and they do not do anything that is not proper or ethical. And so, to have a big concern about a Clerk who has their initial appearance or arraignment and not to anything about trials and hearings. It's pretty bad when there is an outrage saying this is not okay, especially when it is condoned and okay by the Law, and my Clerk s go to school twice a year too. And they once again, the next morning, I walked in that office, and they are like, "small claims, but she can't do small claims." And I said, "yep," and I thought here are two Clerk s that don't have bar cards, but they knew the answer. And so, that needs to be looked at too. Nobody would be in Court and not do a good job. And also, there was a residency thing that Ms. Lore was talking about as well, not having the pro tem Judges have to residency. If I need a Judge to sit in on a case if I have to recluse myself, Judge Cornell has been over here quite a bit lately. I used to have Judge Anderson out of Red Lodge come over. She has since retired. Judge Schara has come over before, out of Joliet. Judge Kraft, out of Bridger. They come....Judge Seykora out of Hardin is going to come over an issue. And they're over the City of Laurel, there out of Red Lodge, I mean, Red Lodge, Stillwater, they're all Stillwater, Carbon County. That was bogus too. She said that no one would want to run against me for 25 years. That's not true either. I've had people put their name in the hat as well and ran against me. It bugs me that someone makes statements and doesn't even check it out. Especially when someone is here that can come say, "Fact Finder." The basis for the current classification was based on the Census. I looked. I looked at two different things. I looked at the World population they said that Laurel's population was around 6,700 and gone down 2.283% from the last Census. Then, there was another set I looked at, and it pretty much stayed the same. But the growth rate for Laurel for the last ??? years was 1.97, so we are not going to be worried about 10,000 people here right now unless the world blows up and all of a sudden everybody runs for Laurel. And so we do have time to make a decision if you want to do the Municipal Court, but I would also caution you to go ahead with caution because if it goes before then next term...there will be a lawsuit. I'm just telling you that I'm not threatening or anything else. I'm just stating the fact, because if it will be done illegally. The Law states the Judge will end the term and finish it out. But the thing is, is that the election has already started. That's the kicker. She also stated the first time on July 6<sup>th</sup> that this would be a part-time job and that the Judge's job is part-time. She's right; it states in our ordinances that the job is part-time, but yet I'm paid for an 80 hour week, and I'm here a lot more than that. What the people forget is that I do a lot of civil work you think that what they just read in the paper, the Outlook, that's the criminal stuff, speeding tickets, dogs at large, kids smoking cigarettes that' snot all of it, I have a lot of civil things I do too. And this is a full-time job, and you can't argue it any other way. And, in fact, this budget, I put in for two full-time Clerks. My Clerk, I have one full-time Clerk and one three-quarter-time Clerk, and that was also something that Ms. Lore made mention that I had two full-time Clerks, not true. She doesn't even know how the Laurel Court structure is. Basically, once again, I just to copious notes as far as her making statements that were not true, and I think that anything you're looking at search warrants and these sort of things and that is something and when we read about search warrants they even state that is one of the best tools a Police Officer can use. But, think we have done here it's just a matter of the Police and, as far as, a bailiff. The very first thing I do when I have a jury trial that is confirmed is I call the Police Department, and I ask if anybody would be a bailiff. Because we have a core group of men and women that are on the Laurel Police Department, they are in the streets. So they're not going to be a bailiff. And so then I ask about the reserves. The reserves have their own jobs, we're blessed with the Reserves, but they are not always available. But then, I put it out to the public, but then I am very careful about who I ask to serve as a bailiff. There's no gun, there is no clothes, but still, there is order because of that bailiff. And like I said, I am very picky because this Court

reflects on me, but it is also to serve the City and its people. So, that's basically what I have to offer. And just to give the guidance that if you want to change the Court in any shape or form, I would look at the City Court of Record. Because that includes a lot of different people that can run for election. It doesn't eliminate anybody from the position. That can happen tomorrow if we have the proper equipment. I have also inquired. I'll be honest; I'll probably be bringing it at a later date. But we will need to move; there is more violence. It's all reported by the Police. Well, I've got pretty close quarters over there. I usually bring my practitioner over at the back door, and I say if something happens, you get out the back door. But caution, you're in the alley. I also don't want the liability for someone to get hit by a car. And then I say I'll try to get this person out here. I am not a bailiff. I have pepper spray, and I have a taser, though; I am trying to man-handle someone trying to get out of control. And yesterday, I had the man that was a stalker, remember that lady that was my in my Court on the 6<sup>th</sup>, and he was a spook, and he won't quit stalking. I saw how he acted; I knew I can read people pretty well, I was concerned for that lady. And we were very close quarters...it's not okay. There was an evaluation where we are put that was deemed; I don't have Chambers, I don't even have a door, I don't even have a full wall. My office is shared with a copy machine; it sounds like the third-rite sometimes when making copies, it sounds like the army marching through if I'm on the phone and as the water is in there as well, and we have motor vehicles in there once again those walls are not complete.. once again we have a problem with keeping things on private, and we have confidential information. So we need to move and we also the area to be apart as well. We use this area for on jury trials. And I will sneak over here if we have large trials and have people coming in to testify. We were here until 1994; I started on the bench in 1998, we were here until 2004 when they have to remediate this building for mold. We got sick, two of us had to have sinus surgery. And we have not, and this was suppose to be temporary so. You are using this part of the building every day versus two part-time, and there is room over there. And when the two girls come over from the County, there will be room because the Courtroom we would have would still have the area to have their meetings with LURA and all that, and that is a need here. The only other thing that I have to say is that assets...people are assets, so when I hear that is the issues that we are not talking about, but there is the elephant in the room that isn't being dealt with. Just know that if I lose Clerks or anything like that, I will be very sad. Cause I have great professional, very bright, very talented, and very loyal to this City group of Clerk s, and that kind of stuff is not being properly addressed and just continues to be put off on the back shelf. I lose those Clerks, it will be a sad day for the City of Laurel, besides the City Court and I hoping that gets addressed too, as they are assets there not just people who just get a paycheck, they are assets, and they do their work, they just don't get their paycheck and cash it. When other thing I want to say about this Court of record, I have had problems with an attorney who is tape-recording the sessions; there is a law that can be deemed that a public official can be recorded. I read it, it's true. I take it more like at Council meetings or at weddings, things like that. This attorney tape records my sessions. I am ride through those rights every day; I tell them they are not recorded and take notes. And I show them a pen and paper and that because I am a Court that is not record as far as that electronic device. Then those people are not even questioned if they are okay with being recorded. I've jumped the person several times I've reported it, and nothing has been done, and I would like that taken care of as well, and it is known, and an outside person has even told me that they have heard the dialog, and they told me I have handled things well, but they were also surprised at the amount of tape recording and the amount of bantering I get that because of the situation that was never handled. So I am asked that there is many issues in the Court that are not being looked at properly, and yet this was meant to eliminate and not to enhance this City. So, thank you. Is there any questions?

Thank you.

Mayor Nelson: No questions from the Council for the Judge? Hopefully, you got all the information you asked for.

Laurie Fox, 914 12<sup>th</sup> Avenue, I just wanted to let you guys know or while you were aware that Ms. Lore did know that she was going to speak first that she was second, and she spoke first and left. She did not even stay to hear what Judge Kerr had to say. And I thought that was very unprofessional. Fully appreciate it, and I know it's a late hour. But she took off right after, so...thanks for hearing me.

Mayor Nelson: Council Member Herr

Council Member Herr: Asked for a restroom break and that the air conditioning be turned back on.

Clerk/Treasurer Langve: I will turn the air conditioner on. But I want everyone to know that I told Ms. Lore to leave.

Clerk/Treasurer Langve: Yes, I did. Because she had things that she needed to attend to and she asked me to go over there, and she asked me if it was okay for her to leave. And it's private things that I am not going to tell everybody, and I told her it's okay to go ahead and leave if Council has any questions that can be addressed at another Workshop.

## 9. Camping Update

Kurt Markegard, Public Works Director, stated that last winter, trees were planted. They installed sprinklers to water them, so they didn't die. Last week he was prepared to pull the signs down and open the campground. Williston Basin has pipelines that run through Riverside Park. They feed natural gas to Laurel. The campground was designed not to have to be deconstructed when these lines needed to be worked on. They are currently working on replacing those lines. They requested the campground remain closed and were willing to pay \$13,500 for the campground closure. They will also be paying \$1500 for the ash tree removal. There are two cottonwood trees and one Russian olive tree that will also need to be removed. They will replace one line and then the other. They need to have the work completed by October 1, 2021.

Mayor Nelson stated that he would like to see this money spent on other improvements in the park.

It was questioned if they will make the area they need to tear up look pretty again. It was further questioned if they would replace the tent space. It was clarified that they would. It was further clarified that the City did not ask for reimbursement for the campground closure they offered.

## 10. Exxon Money Update

Bethany Langve, Clerk/Treasurer, stated that she has invoiced and received \$345,272.94 from the State. The City has approximately \$14,000 left, and there are plans to put in another vault toilet in Riverside Park. To-Date, the City, has not heard from the State if there is any other funding available.

## 11. CARES Spending Update

Bethany Langve, Clerk/Treasurer, stated the City received just under \$1.1 million back for CARES reimbursement. To date, the City has spent \$134,945.06, which leaves \$965,054.94 remaining.

The Mayor is currently working on a remodel of the Police Department area and installing sleeping quarters for the Ambulance crew. Other projects already done using CARES funds were air conditioning for the Ambulance Department, purchase of new police vehicle, tank for the Finance Department, command vehicle for Fire Department, brickwork on City Hall, and a vehicle for City Hall. The command vehicle is going to be \$79,508.00. The police vehicle was \$21,194. The two remodeling projects will most likely be significant.

Council was reminded that the CARES funds were reimbursements of expenses that were allowed.

## 12. Urban Route Update

Kurt Markegard, Public Works Director, stated he called Katie Potts, the Public Transportation Planner. The balance for the Urban Route fund is \$4.1 million. It is expected to receive another \$200k to bring the balance up to \$4.3 million in October. The estimate for W. Railroad was \$4 million to \$6.9 million. The State is still waiting for the City to commit to funding the gap. Council needs to vote to fund the gap. The City needs to identify where those gap funds would be coming from. The street will be built to meet the urban design code. There will be a curb, gutter, stormwater, water, etc. If there is any water or sewer, the City would need to pay for those improvements. It is anticipated it will take three to five years once the City agrees to fund the gap. During that time, the Urban Route fund would continue to group by approximately \$200k each year. The City could also request a five-year advance of Urban Route funds; however, this option may not be the best option. They like to use that reserve for contingency should something happen.

It was questioned if the Urban Route funds could be used anywhere else. It was clarified that the Council authorized the Mayor to send the letter to the State Department of Transportation stating W. Railroad is the number one priority for our Urban Route Funds. The Urban Route Funds cover not only City streets but County as well. If there is any portion of the Urban Route in the County, the County can also apply for that. The County Commissioners have approved of this project.

The Public Works Director has received at least two emails from the State wondering where the City is moving forward with this project. The State may choose to do the design work internally or hire an engineering firm to design the road.

Mayor Nelson stated that Council needs to have a better idea of what the gap funding is currently. The estimates were given three years ago. There have been changes to material costs.

Matt Smith, KLJ, stated that the cost of construction had increased considerably recently. Those resources are fairly scarce. They are already having issues obtaining the pipe needed for projects. It is anticipated for the next few years, there may be a dramatic increase in construction costs.

Options for funding the gap include the TIF District can bond again. Street Maintenance can also bond. There are also street maintenance assessments. There is also ARPA funding that can be used

on infrastructure. There is currently \$1.7 million in pot A and a little over a million in pot B of the ARPA funds. Pot C is a competitive grant.

It was questioned how much infrastructure is under W. Railroad. Are there water and sewer lines? It was clarified that there are both water and sewer lines under W. Railroad. The sewer lines start at W. Railroad and run north/south. They collect under neith the interstate and head to the sewer plant.. It is recommended that the waterline be extended from 5<sup>th</sup> Ave out to 8<sup>th</sup> Ave. to allow for growth. The enterprise funds can pay for this portion of the project.

Mayor Nelson stated that he believes Council could do both projects; it's a matter of the best way to fund them.

It was clarified that the TIF District is set to expire on a specific date. If the City wants to bond again, the bond must end by the time the District expires. The TIF District must also have enough revenues to support an additional bond.

Clerk/Treasurer Langve stated the Water Fund has \$3.4 million sitting its reserves. The Sewer Fund has \$2.1 million.

It was questioned what percentage is expected to be spent on S. 4<sup>th</sup> and what is expected to spend on W. Railroad. Can both projects be paid for out of the Water and Sewer funds?

Right now, the City does not have exact numbers on what these projects will cost. Those scenarios have not been run yet. That is what this task order is going to do.

The Public Works Director asked KLJ to break up the Task Order into what will be water, sewer, and street maintenance. This should help clarify the funding for S. 4<sup>th</sup> Street.

It was questioned how much the reserve funds grow each year. It was clarified they increase by approximately \$400,000 each year.

It was questioned if these projects needed to be done one at a time or if the City could do them simultaneously. It was clarified that they would not be done in the same year. W. Railroad will take at least three years to begin construction. The Urban Route Funds will continue to build during this time.

Council was reminded that Water has a replacement and depreciation fund. Should there be a catastrophic pump failure and that pump cost \$130,000 to replace, it would come out of this fund. The TIF District has over \$2 million in its cash account.

It was questioned if the TIF District can bond another project with its current debt services. The Clerk/Treasurer stated she would need to speak with Bond Counsel before responding to that question. Council noted they would like that information for the next Workshop.

When 8<sup>th</sup> Ave was redone, the City paid for water and sewer improvements.

The Clerk/Treasurer stated that Street Maintenance could take out a bond. The City can also use the street maintenance assessments. It was questioned if the City has those amounts. It was clarified that



the Public Works Director sets that annual and Council approves the assessment. If Council would like to bond, she would need to speak with Bond Counsel.

Council asked for clarification between street maintenance and pavement maintenance. It was clarified that they are the same fund. It was further clarified that the street maintenance fund would pay for the proposed task order. It was further clarified that in order to bond, part of the street maintenance assessments would be earmarked to pay the debt service amount. The Clerk/Treasurer stated that she would get ahold of Bond Counsel and have them run the numbers from the last several years of revenue.

The Public Works Director questioned if this Council agreed to fund the gap with a Street Maintenance bond that bond wouldn't be needed for a few years down the road. Would this Council be voting for that Council? It was clarified that this Council is saying yes, we want to do this project, and we are committing to come up with the funding. That commitment could be a month from now, or three years from now, regardless the City is going to come up with the funding.

Mayor Nelson stated that he would bring this item back to the August 3<sup>rd</sup> Workshop for further discussion.

It was questioned if a project needs to be shovel-ready to apply for the ARPA grants. It was clarified that pretty much they do need to be shovel-ready. It was further questioned if the City could apply for the ARPA grants for this project. It was clarified that it would depend on the State as to how soon this project would be shovel-ready.

Matt Smith, KLJ, stated that using ARPA grant funds on S. 4<sup>th</sup> may make more sense. Then using other funding sources on W. Railroad Street. ARPA funds must be spent by 2026. It is a little dicey based on the timeline right now with W. Railroad Street. The City may not have this project completed by 2026. S. 4<sup>th</sup> also has a water main that the City will be replacing. This would allow the City to save those enterprise funds for W. Railroad Street.

In 2009 the American Recovery and Reinvestment Act did allow streets to be including in infrastructure projects. ARPA funds, however, do not include streets. It is for water, sewer, stormwater, and broadband. The County is using their ARPA funds on the Metra to replace the water and sewer on the premises. There was a discussion at the Public Works Committee meeting about applying to do the water and sewer on W. Railroad now and working with the State for the remainder of the project later. However, this would leave the street in far worse condition. Council noted that their preference is to have the whole street move forward.

Mayor Nelson requested a PowerPoint presentation be given at the next Workshop. There should be slides on the projects and the funding for both projects. There are a few scenarios the City can consider for moving forward. Discussion to continue at the August 3, 2021 Workshop.

### 13. W. Railroad/S. 4th Street Street Scenarios

They discussed this during the previous agenda item.

### **Other Items**

**Review of Draft Council Agendas**

14. Draft Council Agenda for July 27, 2021.

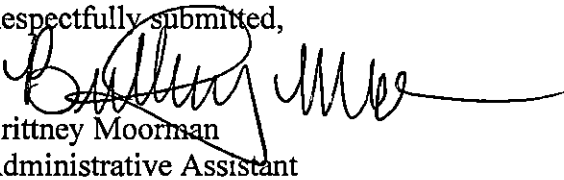
**Attendance at Upcoming Council Meeting**

**Announcements**

There were none.

The Council Workshop adjourned at 10:25 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brittney Moorman", written over the printed name.

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.**

## RECOMENDATION

**TO:** Thomas C. Nelson, Mayor  
Bethany Langve, City Clerk Treasurer  
**FROM:** Matt Wheeler, Public Works Superintendent  
Nathan Herman, Utility Plants Superintendent  
**SUBJECT:** New refuse truck purchase  
**DATE:** July 16, 2021

Mayor and Bethany,

The City received 7 bids for a new refuse truck. The bids ranged from \$307,931.00 to \$376,319.00.

The bids are as follows:

|                    |                                     |              |
|--------------------|-------------------------------------|--------------|
| Billings Peterbilt | Peterbilt Cab/Scorpion Body         | \$351,067.00 |
| Billings Peterbilt | Peterbilt Cab/ Curbtender Body 27yd | \$307,931.00 |
| Billings Peterbilt | Peterbilt Cab/Curbtender Body 31yd  | \$316,429.00 |
| SWS Equipment      | Autocar Cab/Scorpion Body           | \$375,175.00 |
| Kois Brothers      | Peterbilt Cab/Heil Body             | \$352,546.00 |
| Kois Brothers      | Mack Cab/Heil Body                  | \$354,741.00 |
| Kois Brothers      | Autocar/Heil Body                   | \$376,319.00 |

After reviewing the City specifications and evaluating the past history and future needs of the city, It is our recommendation to award the bid to Kois Brothers for a Autocar with a Heil body as it meets all the specifications.

Sincerely,

Matt Wheeler



Nathan Herman



Cc. Kurt Markegard, Public Works Director

MCA Contents / TITLE 3 / CHAPTER 6 / Part 1 / 3-6-101 Establishment ...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 1. General Provisions

## Establishment Of Court

**3-6-101. Establishment of court.** (1) A city with a population of 4,000 or more, according to the last federal census, may have a court, known as the municipal court of the city of (designating the name of the city) of the state of Montana. The court must be a court of record. The municipal court shall assume continuing jurisdiction over all pending city court cases in the city in which the municipal court is established.

(2) A city may have a municipal court only if the governing body of the city elects by a two-thirds majority vote to adopt the provisions of this chapter by ordinance and, in the ordinance, provides the manner in which and time when the municipal court is to be established and is to assume continuing jurisdiction over all pending city court cases. If a city judge is not an attorney and the office is abolished because a municipal court is established, the ordinance must provide that the time when the establishment of the municipal court takes effect is the date on which the municipal court judge elected at the next election held under **3-6-201** begins the municipal court judge's term of office. The ordinance must be consistent with the provisions of this chapter.

**History:** En. Sec. 1, Ch. 177, L. 1935; re-en. Sec. 5094.1, R.C.M. 1935; amd. Sec. 1, Ch. 429, L. 1977; R.C.M. 1947, 11-1701; amd. Sec. 1, Ch. 99, L. 1991; amd. Sec. 182, Ch. 61, L. 2007.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 1 / 3-6-102 Abolition of city...

# Montana Code Annotated 2019


TITLE 3. JUDICIARY, COURTS  
CHAPTER 6. MUNICIPAL COURTS  
Part 1. General Provisions

## Abolition Of City Court

**3-6-102. Abolition of city court.** (1) In cities in which a municipal court is established, the office of city judge is abolished.

(2) Except as provided in **3-6-101(2)**, a city judge whose office is abolished shall serve as a municipal court judge in the same city in which the judge served as city judge for the remainder of the judge's term and until the office of municipal court judge is filled by election, as provided under **3-6-201**.

**History:** En. Sec. 16, Ch. 177, L. 1935; re-en. Sec. 5094.16, R.C.M. 1935; R.C.M. 1947, 11-1716; amd. Sec. 2, Ch. 99, L. 1991; amd. Sec. 2, Ch. 389, L. 2003.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 1 / 3-6-103 Jurisdiction

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS  
CHAPTER 6. MUNICIPAL COURTS  
Part 1. General Provisions


## Jurisdiction

**3-6-103. Jurisdiction.** (1) The municipal court has jurisdiction coordinate and coextensive with the justices' courts of the county where the city is located and has exclusive original jurisdiction of all civil and criminal actions and proceedings provided for in **3-11-103**.

(2) Municipal courts have concurrent jurisdiction with the district court in actions arising under Title 70, chapters 24 through 27.

(3) Applications for search warrants and complaints charging the commission of a felony may be filed in municipal court. The municipal court judge has the same jurisdiction and responsibility as a justice of the peace, including holding preliminary hearings. The city attorney may initiate proceedings charging a felony if the offense was committed within the city limits, but the county attorney shall take charge of the action if an information is filed in district court.

**History:** En. Sec. 2, Ch. 177, L. 1935; re-en. Sec. 5094.2, R.C.M. 1935; R.C.M. 1947, 11-1702; amd. Sec. 1, Ch. 330, L. 1991.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 1 / 3-6-104 Powers and du...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 1. General Provisions

## Powers And Duties Of The Court

**3-6-104. Powers and duties of the court.** (1) Except as otherwise provided by this chapter, chapter 30 of Title 25, and part 4 of chapter 17 of Title 46, the municipal court shall have in matters within its jurisdiction all the powers and duties of district judges in like cases. The court may make and alter rules for the conduct of its business and prescribe forms of process conformable to law.

(2) The municipal court shall establish rules for appeal to district court. The rules are subject to the supreme court's rulemaking and supervisory authority.

**History:** (1)En. Sec. 20, Ch. 177, L. 1935; re-en. Sec. 5094.19, R.C.M. 1935; Sec. 11-1719, R.C.M. 1947; (2)En. Sec. 17, Ch. 177, L. 1935; re-en. Sec. 5094.17, R.C.M. 1935; amd. Sec. 9, Ch. 429, L. 1977; Sec. 11-1717, R.C.M. 1947; R.C.M. 1947, 11-1717(3), 11-1719(part).

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 1 / 3-6-105 Courtroom and...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 1. General Provisions

## Courtroom And Supplies

**3-6-105. Courtroom and supplies.** A room for the municipal court, with necessary furniture, fixtures, and supplies, shall be provided by the city wherein the court is located.

**History:** En. Sec. 5, Ch. 177, L. 1935; re-en. Sec. 5094.5, R.C.M. 1935; amd. Sec. 5, Ch. 429, L. 1977; R.C.M. 1947, 11-1705.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 1 / 3-6-106 Sessions of co...

# Montana Code Annotated 2019


TITLE 3. JUDICIARY, COURTS  
CHAPTER 6. MUNICIPAL COURTS  
Part 1. General Provisions

## Sessions Of Court -- Departments

**3-6-106. Sessions of court -- departments.** (1) The municipal court must be in continuous session from 9 a.m. to noon and from 1 p.m. to 4 p.m. on every day except nonjudicial days. The judge may designate additional hours as the judge believes necessary. If there is more than one judge, each judge may hold a session of the court and may designate additional hours as the judge believes necessary.

(2) If there is more than one judge, the chief municipal court judge shall divide the court into departments, make rules for the government of the court, and describe the order of the court's business. Each department must be numbered, and a judge must be assigned to each department.

**History:** En. Sec. 8, Ch. 177, L. 1935; re-en. Sec. 5094.8, R.C.M. 1935; amd. Sec. 6, Ch. 429, L. 1977; R.C.M. 1947, 11-1708; amd. Sec. 1, Ch. 167, L. 2005.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 1 / 3-6-110 Appeal to distri...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 1. General Provisions


## Appeal To District Court -- Record On Appeal

**3-6-110. Appeal to district court -- record on appeal.** (1) A party may appeal to district court from a municipal court judgment or order. The appeal is confined to review of the record and questions of law, subject to the supreme court's rulemaking and supervisory authority.

(2) The record on appeal to district court consists of an electronic recording or stenographic transcription of a case tried, together with all papers filed in the action.

(3) The district court may affirm, reverse, or amend any appealed order or judgment and may direct the proper order or judgment to be entered or direct that a new trial or further proceeding be had in the court from which the appeal was taken.

**History:** En. Sec. 6, Ch. 99, L. 1991.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 2 / 3-6-201 Number of judg...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 2. Municipal Court Judges

## Number Of Judges -- Election -- Term Of Office -- Chief Judge -- Duties Of Chief Judge -- Assistant Judge

**3-6-201. Number of judges -- election -- term of office -- chief judge -- duties of chief judge -- assistant judge.** (1) The governing body of a city shall determine by ordinance the number of judges required to operate the municipal court.

(2) A municipal court judge who is not a part-time assistant judge appointed under subsection (6) must be elected at the general election, as provided in **13-1-104(3)**. The judge's term commences on the first Monday in January following the election. The judge shall hold office for the term of 4 years and until a successor is elected and qualified.

(3) Except as provided in subsection (2), all elections of municipal court judges are governed by the laws applicable to the election of district court judges.

(4) (a) If there is more than one municipal court judge, the judges shall adopt a procedure by which they either:

(i) select a chief municipal court judge at the beginning of each calendar year; or

(ii) select a chief municipal court judge for a specific period of time.

(b) If the judges cannot agree, the judge with the most seniority shall serve as the chief municipal court judge.

(5) The chief municipal court judge shall provide for the efficient management of the court, in cooperation with the other judge or judges, if any, and shall:

(a) maintain a central docket of the court's cases;

(b) provide for the distribution of cases from the central docket among the judges, if there is more than one judge, in order to equalize the work of the judges;


(c) request the jurors needed for cases set for jury trial;

(d) if there is more than one judge, temporarily reassign or substitute judges among the departments as necessary to carry out the business of the court; and

(e) supervise and control the court's personnel and the administration of the court.

(6) A municipal court judge may, with the approval of the governing body of the city, appoint a part-time assistant judge, who must have the same qualifications as a judge pro tempore under **3-6-204**, to serve during the municipal court judge's term of office. An order by a part-time assistant judge has the same force and effect as an order of a municipal court judge.

**History:** En. Sec. 3, Ch. 177, L. 1935; re-en. Sec. 5094.3, R.C.M. 1935; amd. Sec. 2, Ch. 429, L. 1977; R.C.M. 1947, 11-1703; amd. Sec. 376, Ch. 571, L. 1979; amd. Sec. 3, Ch. 99, L. 1991; amd. Sec. 2, Ch. 167, L. 2005; amd. Sec. 13, Ch. 49, L. 2015; amd. Sec. 1, Ch. 318, L. 2019.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 2 / 3-6-202 Qualifications -...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 2. Municipal Court Judges

## Qualifications -- Certification -- Training

**3-6-202. Qualifications -- certification -- training.** (1) A municipal court judge must have the same qualifications as a judge of a district court, as set forth in Article VII, section 9, of the Montana constitution, except that a municipal court judge need only be admitted to the practice of law in Montana for at least 3 years prior to the date of appointment or election.

(2) A municipal court judge shall reside in the county in which the court is located and shall meet the residency requirements provided in **3-10-204**.

(3) The commission on courts of limited jurisdiction, upon finding compliance with subsections (1) and (2), shall issue a certificate, as required in **3-1-1502**, prior to the municipal court judge assuming office. The certificate must be conditioned upon continued compliance with the minimum judicial education requirements provided for in this section. The certificate must be filed with the clerk and recorder as provided in **3-1-1502**.


(4) A municipal court judge shall complete a minimum of 15 hours of continuing judicial education requirements each year or a greater number established by the supreme court. Attendance at the two annual training sessions under **3-10-203** may fulfill the requirement provided for in this subsection.

(5) Completion of a course approved for continuing judicial or legal education hours applies to the judicial education requirements under subsection (4).

(6) A municipal court judge is entitled to reimbursement by the city in which the judge holds or will hold court for all actual and necessary expenses and costs incurred in attending a continuing judicial or legal education course.

(7) On or before December 31 of each year, a municipal court judge shall file an affidavit of compliance with the continuing judicial education requirements established in this section with the commission on courts of limited jurisdiction. The supreme court may sanction a municipal court judge or declare a vacancy in the office of the judge for failure to meet the training requirements established in this section.

**History:** En. Sec. 4, Ch. 177, L. 1935; re-en. Sec. 5094.4, R.C.M. 1935; amd. Sec. 1, Ch. 124, L. 1974; amd. Sec. 3, Ch. 429, L. 1977; R.C.M. 1947, 11-1704(1); amd. Sec. 3, Ch. 317, L. 1991; amd. Sec. 3, Ch. 389, L. 2003.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 2 / 3-6-203 Salary

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 2. Municipal Court Judges

## Salary

**3-6-203. Salary.** The salary of the municipal court judge must be set by ordinance or resolution and is payable monthly by the city treasurer. Actual and necessary expenses for the municipal court judge are expenses, as defined and provided in **2-18-501** through **2-18-503**, incurred in the performance of official duties.

**History:** En. Sec. 4, Ch. 177, L. 1935; re-en. Sec. 5094.4, R.C.M. 1935; amd. Sec. 1, Ch. 124, L. 1974; amd. Sec. 3, Ch. 429, L. 1977; R.C.M. 1947, 11-1704(2); amd. Sec. 8, Ch. 528, L. 1979; amd. Sec. 4, Ch. 99, L. 1991; amd. Sec. 183, Ch. 61, L. 2007.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 2 / 3-6-204 Disqualification...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 2. Municipal Court Judges

## Disqualification -- Judge Pro Tempore

**3-6-204. Disqualification -- judge pro tempore.** When a judge of a municipal court has been disqualified or is sick or unable to act, the judge shall call in a sitting or retired judge of a court of record or an attorney who is a member of the state bar of Montana and is in good standing to act as a judge pro tempore. The judge pro tempore has the same power and authority as the municipal court judge.

**History:** En. Sec. 13, Ch. 177, L. 1935; re-en. Sec. 5094.13, R.C.M. 1935; R.C.M. 1947, 11-1713; amd. Sec. 20, Ch. 21, L. 1979; amd. Sec. 4, Ch. 389, L. 2003; amd. Sec. 3, Ch. 167, L. 2005; amd. Sec. 3, Ch. 557, L. 2005; amd. Sec. 1, Ch. 105, L. 2013.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 3 / 3-6-301 Clerk of the co...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS


CHAPTER 6. MUNICIPAL COURTS

Part 3. Conduct of Court Business

## Clerk Of The Court -- Administrative Expenses

**3-6-301. Clerk of the court -- administrative expenses.** The position of municipal court clerk of the court must be established by ordinance. The governing body of the city shall set the salary of the clerk and provide for other necessary expenses that may be incurred in operating the court.

**History:** En. Sec. 6, Ch. 177, L. 1935; re-en. Sec. 5094.6, R.C.M. 1935; R.C.M. 1947, 11-1706(part); amd. Sec. 5, Ch. 99, L. 1991.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 3 / 3-6-302 Records -- elec...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 3. Conduct of Court Business

## Records -- Electronic Filing And Storage

**3-6-302. Records -- electronic filing and storage.** (1) The records of the court must be kept by the clerk. The records in civil causes must conform as nearly as possible to the records of district courts. In criminal causes, in cases arising under city ordinances, and in cases mentioned in **3-11-103**, the records must be similar to the records now kept in justices' courts.

(2) The clerk may elect to keep court documents by means of electronic filing or storage, or both, as provided in **3-1-114** and **3-1-115**, in lieu of or in addition to keeping paper records.

**History:** En. Sec. 6, Ch. 177, L. 1935; re-en. Sec. 5094.6, R.C.M. 1935; R.C.M. 1947, 11-1706(part); amd. Sec. 21, Ch. 21, L. 1979; amd. Sec. 5, Ch. 174, L. 1995.

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MCA Contents / TITLE 3 / CHAPTER 6 / Part 3 / 3-6-303 Officers of court

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 6. MUNICIPAL COURTS

Part 3. Conduct of Court Business

## Officers Of Court

**3-6-303. Officers of court.** (1) The chief of police of the city is the executive officer of the municipal court. The chief of police shall serve all process and execute all orders of the court, either in person or by subordinate police officer, who shall execute process in the chief's name.

(2) The chief of police, with the approval of the judge, shall appoint one or more police officers as court officers, one of whom shall attend the sessions of the court and perform all duties in connection with the court that the judge may require.

**History:** En. Sec. 7, Ch. 177, L. 1935; re-en. Sec. 5094.7, R.C.M. 1935; R.C.M. 1947, 11-1707; amd. Sec. 184, Ch. 61, L. 2007.

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## Chapter 3 MUNICIPAL COURT

**Sections:**

**2.3.010 Established.**

The Municipal Court of the City of Great Falls, Montana, is hereby established pursuant to Title 3, Chapter 6, Montana Code Annotated (MCA). The Municipal Court shall be a court of record by electronic recording or stenographic transcription and shall assume continuing jurisdiction over all pending Municipal Court cases from and after February 1, 1998.

(Ord. 3169, 2017).

**2.3.020 Appeal to District Court.**

Appeals of Municipal Court judgments or orders must be made to District Court and are confined to review of the record and questions of law. A party may appeal a Municipal Court judgment if:

- A. In criminal causes of action, the amount of controversy exceeds three hundred dollars (\$300.00); or
- B. The judgment includes incarceration; or
- C. In civil causes of action, the amount of controversy exceeds one thousand dollars (\$1,000).
- D. Upon petition of an aggrieved party, the District Court may, in the interests of justice, accept appellate jurisdiction notwithstanding the amount in controversy.

(Ord. 3169, 2017)

**2.3.030 Municipal Court Judges.**

- A. There shall be one (1) Municipal Court Judge elected to a four (4) year term pursuant to Mont. Code Ann. Title 3, Chapter 6. The qualifications of the elected Municipal Court Judge shall be as required by Montana law to include:
  - 1. The same qualifications as a Montana Judicial District Court Judge as set forth in Article VII, Section 9, of the Montana Constitution, except that the Municipal Court Judge need only be admitted to the practice of law in Montana for at least three (3) years prior to the date of the election;
  - 2. The Municipal Court Judge shall be a resident and qualified elector in the City of Great Falls at the time of his or her election; and
  - 3. The Municipal Court Judge shall be certified as provided in Mont. Code Ann. §§ 3-1-1502-1503, prior to assuming office.
- B. The salary of the Municipal Court Judge shall be set by Commission resolution.
- C. The elected Municipal Court Judge may appoint a part-time Assistant Municipal Court Judge to serve at the will of the elected Municipal Court Judge. The Assistant Municipal Court Judge shall:

- 
1. Meet the qualifications as set forth in Article VII, Section 9, of the Montana Constitution, except that the Assistant Judge need only be admitted to the practice of law in Montana for at least three (3) years prior to the date of appointment;
  2. Be certified as provided in Mont. Code Ann. §§ 3-1-1502-1503, prior to appointment; and
  3. The salary for the Assistant Municipal Court Judge shall be set by Commission resolution.

( Ord. 3208, 2019 ; Ord. 3169, 2017).

### **2.3.040 Municipal Court Clerk.**

The position of a Municipal Court Clerk is hereby established pursuant to Title 3, Chapter 6, MCA, to administer and retain court records by paper or electronic filing or storage. The salary of the Municipal Court Clerk shall be set by Commission resolution.

(Ord. 3169, 2017)

## Chapter 22 MUNICIPAL COURT<sup>1</sup>

### Sec. 22.01.010. Establishment.

- A. The municipal court is hereby established pursuant to title 3, chapter 6, Montana Code Annotated (MCA 3-6-101 et seq.). The court is established for all intents and purposes set forth in state law and any reasonable inference therein.
- B. The municipal court will be a court of record by electronic recording or stenographic transcription and will assume continuing jurisdiction over all pending city court cases.

(Code 1982, § 2.06.010; Ord. No. 1490, § 1, 1999)

### Sec. 22.01.020. Sessions.

- A. The municipal court will be in session at times and on days established by the court except nonjudicial days. A judge may set specific hours as necessary.
- B. Nonjudicial days are defined as any legal holidays, or days appointed by the President of the United States or by the Governor of Montana for a public fast, thanksgiving, or holiday except as set forth in subsection C of this section.
- C. The municipal court will, on any day:
  - 1. Give instructions to a jury when deliberating;
  - 2. Receive a verdict or discharge a jury;
  - 3. Exercise its powers in a criminal action; and
  - 4. Issue writs of prohibition, injunctions and habeas corpus.

(Code 1982, § 2.06.020; Ord. No. 1490, § 1, 1999)

### Sec. 22.01.030. Office of clerk of the municipal court.

The position of clerk of the municipal court is established. The clerk will work under the supervision and control of the chief municipal judge.

(Code 1982, § 2.06.030; Ord. No. 1490, § 1, 1999)

### Sec. 22.01.040. Duties of the clerk of the municipal court.

The clerk of the municipal court will establish, maintain, retain and administer all municipal court records by means of electronic filing or storage or both. In any event, the clerk will maintain a paper copy of all records established. The clerk will assist the municipal judge in the recording and signing of court proceedings as well as

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<sup>1</sup>State law reference(s)—Municipal courts, MCA 3-6-101 et seq.

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general operations of the court. The clerk will have all other powers and duties as prescribed in MCA 3-5-501, relevant to a municipal court as well as all other duties assigned by the department of administrative services.

(Code 1982, § 2.06.040; Ord. No. 1490, § 1, 1999)

**Sec. 22.01.050. Office of municipal judge.**

The office of the municipal judge is hereby established for the city. There will be two full-time municipal judges. The commission may change the number of full-time municipal judges by ordinance. The chief judge of the municipal court shall be determined in accordance with title 3, chapter 6, of the Montana Code Annotated (MCA 3-6-101 et seq.).

(Code 1982, § 2.06.050; Ord. No. 1490, § 1, 1999; Ord. No. 2073, § 1, 4-20-2021)

**Sec. 22.01.060. Method of selection and term of office.**

Each person holding the office of full-time municipal judge will be elected at a general election and will hold office for a period of four years. The terms of the municipal judges shall be staggered.

(Code 1982, § 2.06.060; Ord. No. 1490, § 1, 1999; Ord. No. 2073, § 1, 4-20-2021)

**Sec. 22.01.070. Qualifications of municipal judge.**

A municipal judge, at the time of election or appointment, shall be a resident for one year of and registered to vote in the county. The municipal judge must have the same qualifications as a district judge, as set forth in article VII, section 9 of the 1972 Constitution, except that the judge need only be admitted to the practice of law in the state for a minimum of three years prior to the date of election or appointment.

(Code 1982, § 2.06.070; Ord. No. 1490, § 1, 1999)

**Sec. 22.01.080. Powers and duties of municipal judge.**

A municipal judge will have those powers and duties as are provided by state law and the state supreme court. A judge will also have all duties imposed by city ordinances. A judge will hear and determine all suits, actions and prosecutions instituted in the municipal court pursuant to state law and ordinances of the city.

(Code 1982, § 2.06.080; Ord. No. 1490, § 1, 1999)

**Sec. 22.01.090. Compensation and expenses.**

- A. The city commission will establish the annual salary or the annual rate of adjustment of a municipal judge.
- B. The municipal judges will receive any actual and necessary expenses as budgeted in the city's annual budget.

(Code 1982, § 2.06.100; Ord. No. 1490, § 1, 1999; Ord. No. 2073, § 1, 4-20-2021)

**Sec. 22.01.100. Oath and deposit of funds.**

- A. The oath of office will be filed with the office of the city clerk.

- 
- B. The moneys, from whatever source, collected under the jurisdiction of the municipal judge will be deposited and managed in accordance with law.
  - C. All such moneys will be deposited with the treasurer of the city as directed by the director of administrative services.
  - D. In order to establish an appropriate control of moneys deposited temporarily for bonds; appearance bonds, etc., all such moneys will be placed into a trust fund to be maintained and controlled by the clerk of the municipal court. Upon final disposition of the matter to which such a bond pertains by the municipal court, the clerk of the municipal court will disburse such moneys according to the direction of the municipal judge.

(Code 1982, § 2.06.110; Ord. No. 1490, § 1, 1999)

#### **Sec. 22.01.110. Qualifications of a judge pro tempore.**

- A. When a judge of the municipal court has been disqualified or is sick or for any reason unable to act, the judge will call in a qualified practicing attorney of the city who will be judge pro tempore with the same powers for the purposes of the cause as the judge of the municipal court.
- B. Any person acting as judge pro tempore must meet the following qualifications:
  - 1. Be a sitting judge of a court of record or be an attorney admitted to practice in the state for a period of not less than five years; and
  - 2. Be either a resident of the county or have a law practice or other law-related employment whose business address is within the county.

(Code 1982, § 2.06.120; Ord. No. 1490, § 1, 1999)

State law reference(s)—Similar provisions, MCA 3-6-204.

#### **Sec. 22.01.120. Vacancy filled by commission.**

Should a vacancy occur in the office of a municipal judge, the city commission will appoint a qualified individual to serve for the remainder of the term.

(Code 1982, § 2.06.130; Ord. No. 1490, § 1, 1999)

#### **Sec. 22.01.130. Appeal to district court.**

- A. A party may appeal a municipal court judgment or order to the district court in either criminal or civil actions. An appeal to the district court is confined to review of the record and questions of law, subject to the supreme court's rulemaking and supervisory authority.
- B. On appeal, the clerk of the municipal court will transfer the record consisting of an electronic recording or stenographic transcription of the case tried, together with all papers filed in the action. The clerk may charge the requestor a reasonable fee for any copies or transcription made necessary by the appeal.

(Code 1982, § 2.06.140; Ord. No. 1490, § 1, 1999)

#### **Sec. 22.01.140. Limitation on appeals.**

- A. A party in a civil case may appeal a municipal court judgment or order to the district court in cases where the amount in controversy exceeds \$1,000.00.

- 
- B. In criminal actions, a defendant may appeal a municipal court judgment or order to the district court in cases where the amount in controversy exceeds \$300.00 or where incarceration has been ordered. The state may appeal in any instance set forth in state law.
  - C. Notwithstanding the foregoing, the district court may, in the interests of justice, accept appeal jurisdiction upon petition of the aggrieved party.

(Code 1982, § 2.06.150; Ord. No. 1490, § 1, 1999)





# Laurel Police Department

215 W. 1<sup>st</sup> Street Laurel, Mt. 59044 • Phone 406-628-8737 • Fax 406-628-4641

**Chief of Police Stanley J Langve**

To Whom it may concern,

On 7-6- 21 I attended the Council workshop and was asked for input regarding any potential impact to the Police Department if Laurel had a Municipal Court versus a City Court. While not a legal expert when it comes to all the inner workings of the Court system, I have the following insights.

## **Search Warrants**

46-5-101. Searches and seizures -- when authorized. A search of a person, object, or place may be made and evidence, contraband, and persons may be seized in accordance with Title 46 when a search is made: (1) by the authority of a search warrant; or (2) in accordance with judicially recognized exceptions to the warrant requirement.

This law basically states that all seizure of evidence must be via a search warrant unless it falls into a recognized exception to the search warrant requirement. If an officer has Probable Cause that a crime has or is about to be committed but cannot seize evidence because it falls outside of the search warrant exceptions, they apply for a warrant. If, during the execution of that warrant, evidence of a different crime, outside of the scope of your original search warrant application, is discovered the officers stops and applies for a new search warrant. The probable cause for the new warrant is established through the facts and circumstances based upon the legality of the original search warrant.

City Court warrants are problematic to prosecution in District Courts. So, if evidence of a felony were to be discovered during the execution of a City Court warrant it lends itself to increased scrutiny and avenues of suppression.

## **Retrials**

Officers who are off shift receive a minimum of 3 hours overtime pay for Court call outs. Obviously if one or multiple officers do not have to be recalled for a second trial there is a benefit and savings.

In closing, I would like to add another observation based upon my career in Law Enforcement. Proper support of our Court and Prosecutor's Office is paramount to the level of justice that our community expects and deserves.

Respectfully,

Stanley J Langve  
Chief of Police

## Court Comparisons

| JURISDICTION<br>AND ABILITY  | Laurel City Court | Laurel City Court<br>of Record | Laurel Municipal<br>Court of Record | Justice Court | Justice Court of<br>Record | District Court |
|--|-------------------|--------------------------------|-------------------------------------|---------------|----------------------------|----------------|
| Order of<br>Protection   | X                 | X                              | X                                   | X             | X                          | X              |
| Small Claims   |                   |                                |                                     | X             | X                          | X              |
| Trial de novo  | X                 |                                |                                     | X             |                            |                |
| Requires Judge<br>to be Attorney   |                   |                                | X                                   |               |                            | X              |
| MT Supreme<br>Court School   | X                 | X                              | X                                   | X             | X                          | X              |
| Issue Search<br>Warrants (written<br>and telephonic).<br>Includes DUI<br>blood draw.<br>Warrant of<br>Probable Cause | X                 | X                              | X                                   | X             | X                          | X              |
| Term Length<br>(years)   | 4                 | 4                              | 4                                   | 4             | 4                          | 4              |
| Laurel City<br>Ordinances  | X                 | X                              | X                                   |               |                            |                |
| Criminal Law<br>(traffic, drugs,<br>theft, PFMA, etc.)   | X                 | X                              | X                                   | X             | X                          | X              |
| Civil Law<br>(monetary cap of<br>\$12,000);  | X                 | X                              | X                                   | X             | X                          | X              |
| Initial Felony<br>Appearance<br>Hearing  | X                 | X                              | X                                   | X             | X                          | X              |
| Landlord/Tenant  |                   |                                |                                     | X             | X                          | X              |

MCA Contents / TITLE 3 / CHAPTER 11 / Part 1 / 3-11-101 City court est...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 11. CITY COURTS

Part 1. Creation and Jurisdiction

## City Court Established -- City Court Of Record

**3-11-101. City court established -- city court of record.** (1) A city court is established in each city or town. A city judge shall establish regular sessions of the court. On judicial days, the court must be open for all business, civil and criminal. On nonjudicial days, as defined in **3-1-302**, the court may transact criminal business only.

(2) A city may establish the city court as a court of record. If the city court is established as a court of record, it must be known as a "city court of record". The court's proceedings must be recorded by electronic recording or stenographic transcription, and all papers filed in a proceeding must be included in the record. A city court of record may be established by a resolution of the city commissioners or pursuant to **7-5-131** through **7-5-135** and **7-5-137**.

**History:** (1)En. Sec. 4910, Pol. C. 1895; re-en. Sec. 3296, Rev. C. 1907; re-en. Sec. 5087, R.C.M. 1921; re-en. Sec. 5087, R.C.M. 1935; amd. Sec. 1, Ch. 165, L. 1975; amd. Sec. 2, Ch. 344, L. 1977; Sec. 11-1601, R.C.M. 1947; (2)En. Sec. 80, C. Civ. Proc. 1895; re-en. Sec. 6289, Rev. C. 1907; re-en. Sec. 8843, R.C.M. 1921; Cal. C. Civ. Proc. Sec. 121; re-en. Sec. 8843, R.C.M. 1935; amd. Sec. 3, Ch. 165, L. 1975; Sec. 93-411, R.C.M. 1947; R.C.M. 1947, 11-1601, 93-411(1); amd. Sec. 1, Ch. 543, L. 1987; amd. Sec. 2, Ch. 292, L. 1995; amd. Sec. 2, Ch. 38, L. 2011; amd. Sec. 15, Ch. 49, L. 2015.

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# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 11. CITY COURTS

Part 1. Creation and Jurisdiction

## Powers And Duties Of City Court Of Record

**3-11-109. Powers and duties of city court of record.** (1) Except as otherwise provided by Title 25, chapter 30, and this chapter, the judge in a city court of record has, in matters within its jurisdiction, all the powers and duties of district judges in like cases. The judge may make and alter rules for the conduct of its business and prescribe forms of process conformable to law.

(2) The city court of record shall establish rules for appeal to district court. The rules are subject to the supreme court's rulemaking and supervisory authority.

**History:** En. Sec. 3, Ch. 38, L. 2011.

# Montana Code Annotated 2019

## TITLE 3. JUDICIARY, COURTS

### CHAPTER 11. CITY COURTS

#### Part 1. Creation and Jurisdiction

## Exclusive Jurisdiction

**3-11-103. Exclusive jurisdiction.** Except as provided in **3-11-104**, the city court has exclusive jurisdiction of:

- (1) proceedings for the violation of an ordinance of the city or town, both civil and criminal;
- (2) when the amount of the taxes or assessments sought does not exceed \$9,500, actions for the collection of taxes or assessments levied for any of the following purposes, except that no lien on the property taxed or assessed for the nonpayment of the taxes or assessments may be foreclosed in any such action:
  - (a) city or town purposes;
  - (b) the erection or improvement of public buildings;
  - (c) the laying out, opening, or improving of a public street, sidewalk, alley, or bridge;
  - (d) the acquisition or improvement of any public grounds; and
  - (e) public improvements made or ordered by the city or town within its limits;
- (3) actions for the collection of money due to the city or town or from the city or town to any person when the amount sought, exclusive of interest and costs, does not exceed \$9,500;
- (4) when the amount claimed, exclusive of costs, does not exceed \$9,500, actions for:
  - (a) the breach of an official bond given by a city or town officer;
  - (b) the breach of any contract when the city or town is a party or is in any way interested;
  - (c) damages when the city or town is a party or is in any way interested;
  - (d) the enforcement of forfeited recognizances given to, for the benefit of, or on behalf of the city or town; and
  - (e) collection on bonds given upon an appeal taken from the judgment of the court in any action mentioned in subsections (4)(a) through (4)(d);
- (5) actions for the recovery of personal property belonging to the city or town when the value of the property, exclusive of the damages for the taking or detention, does not exceed \$9,500; and
- (6) actions for the collection of a license fee required by an ordinance of the city or town.

**History:** En. Sec. 4912, Pol. C. 1895; re-en. Sec. 3298, Rev. C. 1907; re-en. Sec. 5089, R.C.M. 1921; Cal. Pol. C. Sec. 4427; re-en. Sec. 5089, R.C.M. 1935; amd. Sec. 5, Ch. 344, L. 1977; R.C.M. 1947, 11-1603; amd. Sec. 27, Ch. 21, L. 1979; amd. Sec. 6, Ch. 409, L. 1979; amd. Sec. 1, Ch. 348, L. 1985; amd. Sec. 3, Ch. 307,

MCA Contents / TITLE 3 / CHAPTER 11 / Part 1 / 3-11-102 Concurrent jur...

# Montana Code Annotated 2019

TITLE 3. JUDICIARY, COURTS

CHAPTER 11. CITY COURTS

Part 1. Creation and Jurisdiction

## Concurrent Jurisdiction

**3-11-102. Concurrent jurisdiction.** (1) The city court has concurrent jurisdiction with the justice's court of all misdemeanors and proceedings mentioned and provided for under chapter 10, part 3, of this title.

(2) Applications for search warrants and complaints charging the commission of a felony may be filed in the city court. When they are filed, the city judge has the same jurisdiction and responsibility as a justice of the peace, including the holding of a preliminary hearing. The city attorney may file an application for a search warrant or a complaint charging the commission of a felony when the offense was committed within the city limits. The county attorney, however, must handle any action after a defendant is bound over to district court.

**History:** En. Sec. 4911, Pol. C. 1895; amd. Sec. 1, Ch. 16, L. 1903; re-en. Sec. 3297, Rev. C. 1907; re-en. Sec. 5088, R.C.M. 1921; Cal. Pol. C. Sec. 4426; re-en. Sec. 5088, R.C.M. 1935; amd. Sec. 1, Ch. 93, L. 1967; amd. Sec. 10, Ch. 240, L. 1971; amd. Sec. 11, Ch. 94, L. 1973; amd. Sec. 4, Ch. 274, L. 1974; amd. Sec. 2, Ch. 165, L. 1975; amd. Sec. 4, Ch. 344, L. 1977; R.C.M. 1947, 11-1602; amd. Sec. 2, Ch. 543, L. 1987.

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# Montana Code Annotated 2019

TITLE 46. CRIMINAL PROCEDURE  
CHAPTER 5. SEARCH AND SEIZURE  
Part 2. Search Warrants

## Grounds For Search Warrant

**46-5-221. Grounds for search warrant.** A judge shall issue a search warrant to a person upon application, in writing, by telephone, or electronically, made under oath or affirmation, that:

- (1) states facts sufficient to support probable cause to believe that an offense has been committed;
- (2) states facts sufficient to support probable cause to believe that evidence, contraband, or persons connected with the offense may be found;
- (3) particularly describes the place, object, or persons to be searched; and
- (4) particularly describes who or what is to be seized.

**History:** En. 95-704 by Sec. 1, Ch. 196, L. 1967; amd. Sec. 7, Ch. 184, L. 1977; R.C.M. 1947, 95-704; amd. Sec. 3, Ch. 116, L. 1979; amd. Sec. 1, Ch. 339, L. 1979; amd. Sec. 50, Ch. 800, L. 1991; Sec. 46-5-202, MCA 1989; redes. 46-5-221 by Code Commissioner, 1991; amd. Sec. 1, Ch. 22, L. 2015.



## AFFIDAVIT IN SUPPORT OF TELEPHONIC SEARCH WARRANT

**Important:** Do not write down or say the judge's telephone number or address on this form or during the call.

Investigation Number: \_\_\_\_\_

Turn on the recording device. Read verbatim the following document, including the necessary filled-in areas.

Judge \_\_\_\_\_, this is Officer \_\_\_\_\_ Badge No. \_\_\_\_\_ of the

☐ \_\_\_\_\_ Police Dept ☐ \_\_\_\_\_ County Sheriff's Office ☐ Montana Highway Patrol

☐ \_\_\_\_\_  
Other \_\_\_\_\_

I am requesting your assistance with a Telephonic Search Warrant in support of a:

- |  |  |
|--|--|
| <input type="checkbox"/> DUI Investigation (Second or Subsequent Offense, Refusal) | <input type="checkbox"/> Vehicular Homicide          |
| <input type="checkbox"/> Aggravated DUI Investigation                              | <input type="checkbox"/> Negligent Vehicular Assault |
| <input type="checkbox"/> Other: _____  |  |

My testimony is being recorded (and Officer \_\_\_\_\_ Badge No. \_\_\_\_\_ is my witness.)  
Will you swear me in, please?

***Thank you, your honor. I will now continue with the affidavit.***

Judge, I have probable cause to believe that there is now in the body, blood or bodily fluid of

\_\_\_\_\_  
Suspect's name

\_\_\_\_\_  
Date of birth

Located at: \_\_\_\_\_

The following substance and/or property, to wit:

☐ Alcohol and/or drugs that together with other evidence constitutes the crime of:

- |  |  |
|--|--|
| <input type="checkbox"/> Driving Under the Influence of Alcohol or Drugs as defined by Montana law, and/or | <input type="checkbox"/> Vehicular Homicide          |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Negligent Vehicular Assault |

As set forth in this affidavit, I, Officer \_\_\_\_\_, am a peace officer in the State of Montana, employed by  
☐ \_\_\_\_\_ Police Dept ☐ \_\_\_\_\_ County Sheriff's Office ☐ Montana Highway Patrol.

I have been a sworn peace officer for \_\_\_\_\_ years. I have specialized training in:

- |  |
|--|
| <input type="checkbox"/> DUI investigation and apprehension  |
| <input type="checkbox"/> Drug recognition as a Drug Recognition Expert (D.R.E.), with certification on _____<br>date |
| <input type="checkbox"/> Crash investigation   |
| <input type="checkbox"/> Other: _____  |

I am investigating the crime of:

- |   |  |
|---|--|
| <input type="checkbox"/> DUI            | <input type="checkbox"/> Vehicular Homicide          |
| <input type="checkbox"/> Aggravated DUI | <input type="checkbox"/> Negligent Vehicular Assault |
| <input type="checkbox"/> Other: _____   |  |

Which I believe to have been committed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the time of \_\_\_\_\_ hours  
at the location of \_\_\_\_\_, \_\_\_\_\_ County, Montana,  
based on the following reasons and circumstances:



Crash (describe circumstances): \_\_\_\_\_

Driving behavior/other observations (including identity of suspect as driver): \_\_\_\_\_

As to the DUI investigation, the suspect has a:

☐ prior conviction for DUI or substantially similar offense (or a ☐ prior refusal) on \_\_\_\_\_

The following observations of symptoms and/or impairment were made of \_\_\_\_\_ by me or other witness(es).

**Eyes**

☐ watery  
☐ bloodshot

**Face**

☐ flushed  
☐ pale  
☐ dazed expression

**Odor – alcohol**

☐ faint  
☐ moderate  
☐ strong

**Odor – marijuana**

☐ faint  
☐ moderate  
☐ strong

**Speech**

☐ Slurred  
☐ incoherent  
☐ profanity

**Balance**

☐ swaying  
☐ staggering  
☐ lost balance/fell down

**Attitude**

☐ antagonistic  
☐ combative  
☐ mood swings

**Unusual actions**

☐ hiccoughing  
☐ vomiting  
☐ urination/defecation

**Pupils**

☐ poor reaction  
☐ dilated

**Clothing**

☐ soiled  
☐ messy, torn

Other: \_\_\_\_\_

HGN \_\_\_\_\_ Walk/turn \_\_\_\_\_ One leg stand \_\_\_\_\_, indicating impairment

DRE Observations: \_\_\_\_\_

PBT results: \_\_\_\_\_ ☐ refused; Intoxilyzer results: \_\_\_\_\_ ☐ refused

I believe that the property, substance, and behavior that I have described in this affidavit are evidence of driving or being in actual physical control of a vehicle while under the influence of alcohol and/or drugs.

I have informed the suspect that regardless of any blood draw performed based on the issuance of a warrant that he/she has the right to an independent blood test. I believe there is an immediate need to obtain this evidence in a timely manner because, based on my training and experience, alcohol and/or drug concentrations in the body change and are completely eliminated from the body simply with the passage of time. Therefore, the evidence is perishable in nature and a time delay would render it useless.

Based on the preceding facts, I am seeking a Telephonic Search warrant. This concludes my affidavit, Your Honor. Do I have your permission to sign your name to this affidavit and search warrant, and then execute the search warrant?

Judge \_\_\_\_\_ by \_\_\_\_\_  
print full name initials of Affiant date

Affiant \_\_\_\_\_  
signature date time

Witness \_\_\_\_\_  
signature date

***I will provide a recording of this call to your chambers as soon as possible. I will also place a copy of this recording into evidence.***



## SEARCH WARRANT

Investigation Number: \_\_\_\_\_ Date: \_\_\_\_\_

|         |               |
|---------|---------------|
| SUSPECT | DATE OF BIRTH |
|---------|---------------|

Pursuant to the sworn application on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ having been made by telephone and recorded in accordance with Section 46-5-222, Montana Code Annotated, by Officer \_\_\_\_\_, Badge # \_\_\_\_\_ and based on the immediate need as noted in the application, he/she has reason to believe that in the body of Suspect \_\_\_\_\_, date of birth \_\_\_\_\_, there is the following evidence:

- ☐ Alcohol and/or drugs that together with other evidence constitutes the crime of:
- |  |  |
|--|--|
| <input type="checkbox"/> Driving Under the Influence of Alcohol or Drugs as defined by Montana law, and/or | <input type="checkbox"/> Vehicular Homicide          |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Negligent Vehicular Assault |

I am satisfied that there is probable cause to believe that the evidence described is in or upon the person described above and that such evidence is related to the crime as identified in the sworn affidavit.

You are hereby commanded to serve this warrant to obtain a proper sample of blood for subsequent testing of alcohol and/or drugs and to record any findings and document on a receipt for it, and then prepare and bring before me a written inventory verified by you of the evidence seized, all in the manner required by law. Service of this warrant may be made either during the daytime or at nighttime.

Judge \_\_\_\_\_ by \_\_\_\_\_  
print full name initials of Affiant date

Judge \_\_\_\_\_  
original signature date

### SERVICE OF SEARCH WARRANT

This search warrant (or duplicate) was served on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

|                               |                     |              |       |
|-------------------------------|---------------------|--------------|-------|
| _____                         | _____               | _____        | _____ |
| officer's full name (printed) | officer's signature | badge number | date  |

### KEEPER'S RECEIPT

Based on the telephonic search warrant issued on \_\_\_\_\_ (date) as provided above, the undersigned being the officer in Charge of property in this matter does herewith acknowledge that he/she has in custody \_\_\_\_\_ vial(s) of blood that have been seized as authorized by the search warrant and that he/she will hold and keep such evidence in the custody of \_\_\_\_\_ acting as custodian of such property, until it is sent to the Montana State Crime Laboratory, or other accredited laboratory, in accordance with all Administrative Rules of Montana for testing and storage or otherwise authorized by the proper judge.

Officer: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)



## RETURN OF SEARCH WARRANT

Investigation Number: \_\_\_\_\_

Date: \_\_\_\_\_

|         |               |
|---------|---------------|
| SUSPECT | DATE OF BIRTH |
|---------|---------------|

I, Officer \_\_\_\_\_, by authority of a telephonic search warrant issued on \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ of \_\_\_\_\_ have searched and seized the following  
items: \_\_\_\_\_ vial(s) of blood and/or (Other) \_\_\_\_\_  
Number

I, Officer \_\_\_\_\_, being first duly sworn, deposes and says that I am the person named  
in the above return and that I have prepared it; that all of the matters stated therein are true; that the list of evidence is true and  
complete; and that a list has been delivered to the proper judge.

Officer \_\_\_\_\_  
signature date

SWORN TO AND SUBSCRIBED TO before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JUDGE

### ORDER OF CUSTODY

WHEREAS there has been filed with this Court an application for a telephonic search warrant; and a telephonic search warrant has been duly issued by this Court; and a return to such search warrant and recording in accordance with Section 46-5-222, Montana Code Annotated, has been made listing all evidence seized pursuant to the law as provided above; and the Court having had an opportunity to inspect such evidence seized; and having a written inventory of the evidence seized; and

WHEREAS it appears from the nature of the evidence seized, and because of facilities available to the Court for storage of evidence, that to store the evidence and to better safeguard such evidence it would be practical and advantageous for the law enforcement agency executing the warrant to retain in custody the evidence seized.

NOW, THEREFORE, IT IS ORDERED, that the evidence seized pursuant to the search warrant heretofore issued and any evidence seized pursuant to law be retained in the custody of the Property Officer or other custodian of the agency executing the warrant, and/or transferred by the agency to any facility, including any forensic laboratory, for further testing as may be necessary.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JUDGE

# Powder River Examiner -



## County settles with Landa

A case against the Powder River County Commissioners was recently settled, resulting in Powder River County Justice of the Peace Cathy Landa's position being restored to full-time salary, and the Justice of the Peace office hours restored to full-time.

The case came about after a resolution made by the County Commissioners in September, 2017, which reduced the Justice of the Peace position from full time to 24 hours per week, and three fifths salary, effective January 1, 2019. The County Commissioners at the time were Darold Zimmer, Donna Giacometto, and Rod Schaffer.

The Commissioner's initial reasoning behind the reduction of hours, as published in the November 9, 2017 Examiner, and written in their own words, were as follows:

1. Time spent in the Justice of the Peace Office did not change when the position went from part-time to full-time. Still is only available in the office 3 days per week. Full-time status not warranted.
2. Powder River County population has steadily decreased, causing a larger burden on TaxPayers.
3. Future budget concerns.
4. Public concerns about office hours and Justice of the Peace not in office.
5. County share of revenue collected by Justice of the Peace has gone down steadily in past five years.

A meeting held in November of 2017, attended by members of the public showed a great deal of support for Landa to remain full-time. Despite the support from the public, the Commissioners voted for and passed the reduction in hours.

Landa's suit, filed in District Court, argued that the decision to reduce her time was a violation of her Montana constitutional rights under Article II, Section 8 – which states “The public has the right to expect governmental agencies to afford such reasonable opportunity for citizen participation in the operation of the agencies prior to the final decision as provided by law.”

The suit argued that the Justice of the Peace position was set as full time by previous resolutions to be paid the same salary as the Clerk of District Court (a full time position), and that the Commissioners changed the position without proper public notice or public comment period, thus violating Landa's right to public participation.

Over the years, Landa's office has handled an increasing case load of tickets – from 2007 to 2018 the number of tickets essentially doubled, from 629 to 1259.

A settlement was reached in the matter earlier this year, with the Justice Court returning to full time operation, as of June 1st, and returning to a staff of two-part time personnel. From January until June, the Justice of the Peace office had been open a limited number of hours due to the reduction. The settlement documents state that Landa's position was restored to full-time salary; she will also maintain office hours of 30 or more hours per week. A settlement amount of \$19,000 was paid to Landa's attorney's office, and a written policy and procedure ensuring public participation in agency decisions of substantial public interest will be instituted by the Commissioners. Additionally, a declaration in the agreement stated that all parties understand the Justice of the Peace position is part of the Judicial Branch, independent of the Commissioners.

## **Connect With Us**

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**File Attachments for Item:**

7. Budget/Finance Committee Minutes of August 10, 2021.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, August 10, 2021**

**Members Present:**    **Bruce McGee**  
                                 **Richard Klose**                                   **Scot Stokes**

**Others Present:**        **Bethany Langve, Clerk/Treasurer**

The meeting was called to order by the Committee Chair at 5:03pm.

**Public Input:** *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

There was no public input.

**General Items –**

1. Review and approve the July 27, 2021 Budget and Finance Committee meeting minutes. Richard Klose moved to approve the minutes of the July 27, 2021 Budget and Finance Committee meeting. Scot Stokes seconded the motion, all in favor, motion passed.
2. Review and Approve purchase requisition from the City for upgrade of lighting to LED's. The Clerk/Treasurer explained the lighting from the metal door, leading out of the finance office, to the Mayor's office, and old CAO office needed to be to be upgraded. The Committee asked why there was only one quote. The Clerk/Treasurer stated ACE Electric has been the vendor doing all the upgrades for LED lighting for the City. The Committee requested at least one more quote before approving the purchase requisition. The Clerk/Treasurer stated she would get additional quotes and bring the request back to the Committee.
3. Review and approve the November 2020 Month End Reports. The Clerk/Treasurer explained there was a balancing issue on the first page of the report that she could not figure out. She believed it had to do with the fraud charges, which were disputed and returned by the bank. She explained the disbursements and receipts balance, and the December 2020 front page returns to the correct final balancing number. The Committee had no questions or comments regarding the month end reports. Richard Klose moved to approve the minutes of the November 2020 Month End Reports. Scot Stokes seconded the motion, all in favor, motion passed.
4. Review and approve the November 2020 Financial Statements. The Committee had no questions or comments regarding the November 2020 Financial Statements. Bruce McGee moved to approve the November 2020 Financial Statements. Scot Stokes seconded the motion, all in favor, motion passed.
5. Review and approve the December 2020 Month End Reports. The Committee had no questions or comments regarding the December 2020 Month End Reports. Scot Stokes moved to approve the December 2020 Month End Reports. Richard Klose seconded the motion, all in favor, motion passed.
6. Review and approve the December 2020 Financial Statements. The Committee had no questions or comments regarding the December 2020 Financial Statements. Scot Stokes moved to approve the December 2020 Financial Statements. Richard Klose seconded the motion, all in favor, motion passed.
7. Review and approve the July 2021 Utility Billing Adjustments. The Committee had no questions or comments regarding the July 2021 Utility Billing Adjustments. Scot Stokes made a

motion to approve the July 2021 Utility Billing Adjustments. Richard Klose seconded the motion, all in favor, motion passed.

8. Review and recommend approval to Council, Claims entered through 08/06/2021. The claims and check register had previously been reviewed by the Committee. Bruce McGee made a motion to approve the claims entered through 08/06/2021. Scot Stokes seconded the motion, all in favor, motion passed.
9. Review and approve Payroll Register for pay period ending 07/25/2021 totaling \$168,706.35. The Clerk/Treasurer stated there was an error on the agenda for this item. The agenda was off by \$1.00. Scot Stokes made a motion to recommend approval of the payroll register for pay period ending 07/25/2021 totaling \$168,706.35. Richard Klose seconded the motion, all in favor, motion passed.

#### **New Business –**

10. Set claims review schedule beginning with the October 12<sup>th</sup> Budget and Finance Committee meeting. The Committee set the following Schedule:

|                            |                           |
|----------------------------|---------------------------|
| October 12 – Emelie Eaton  | October 26 – Bruce McGee  |
| November 9 – Richard Klose | November 23 – Scot Stokes |
| December 14 – Emelie Eaton | December 28 – Bruce McGee |
11. Budget Update – The Committee asked how the decision was reached to move the budget from the Code Enforcement section of General Fund to the Animal Control section of General Fund. The Clerk/Treasurer stated the Mayor and City Staff had meetings to discuss this move. The Planning Director and Building Official are working together upstairs. They will continue to handle those duties, which include building, and fire inspections. By moving the Code Enforcement budget to the Police Department side, it provided a way to hire an Animal Control Officer who can take care of parking, animal complaints and code enforcement issues while out. The Chief of Police agreed this made more sense having this position within the Police Department. The Committee was concerned the decision had been made and no information had been provided to City Council. The Clerk/Treasurer stated it was an executive issue and information was being provided to City Council through the budget. Councilmember Stokes inquired as to whether City Attorney, Sam Painter, was reimbursing the City for his health insurance. He recalled a conversation during a City Council meeting, where it was cheaper for the City Attorney to be on the City health insurance, however, since health insurance wasn't part of his contract he would reimburse the City for the cost. The Clerk/Treasurer stated she would have to look at the City Attorney contract to make sure, since she didn't know. The Clerk/Treasurer asked the Council Secretary to pull the City Attorney's contract. Councilmember Stokes stated if this had been done wrong over the years the City Attorney would need to reimburse the City. The Clerk/Treasurer stated if the City Attorney contract didn't include health insurance, she would need to investigate payroll and see how the health insurance was being paid for as it could be taken out of his check. Councilmember Stokes asked if City Council could terminate contracts. The Clerk/Treasurer stated they could by majority council vote. Councilmember Stokes stated the City Council could terminate the City Attorney contract. Councilmember McGee stated he would have a hard time with that. The Clerk/Treasurer stated the City Attorney is the only person within the City the Mayor cannot fire, and for good reason. She stated if the City Attorney caught the Mayor acting unethically, the Mayor cannot simply fire the City Attorney to cover it up. The Council Secretary returned with a copy of the City Attorney contract. After review, it was determined health insurance was included in the City Attorney contract. Councilmember Stokes asked the Council Secretary if the LURA discussion, and the City Prosecutor information were going to be on the City Workshop agenda. The Council Secretary stated he would need to ask the Mayor about City Workshop agendas. The Clerk/Treasurer stated the Council Workshop scheduled for the 17<sup>th</sup>



was going to be moved to the 24<sup>th</sup> because City Council and the Mayor were going to attend training with Dan Clark from the Local Government Center. The Clerk/Treasurer stated she was excited because it looked as though the Solid Waste department was going to be able to budget for another garbage truck purchase for Fiscal Year 2022. Councilmember Stokes stated this would be the third one since he's been a councilmember and inquired why they needed another one. The Clerk/Treasurer stated the Solid Waste department is way behind on replacing garbage trucks. Councilmember Klose stated he remembered there was one fund which could not be used for Cemetery purchases, but he wanted to know what the other two cemetery funds were, and if they could be used for cemetery purchases. The Clerk/Treasurer stated the one fund that couldn't be used was the Cemetery Perpetual Fund. Councilmember McGee stated he remembered Councilmember Stokes looking up the Perpetual Fund, and it was to be used for repairs to the Cemetery when the City could no longer care for the Cemetery. The Clerk/Treasurer stated she would bring an updated regarding the other two Cemetery funds and if they were restricted or not.

**Old Business –**

12. Discussion regarding the Cemetery parking lot. The Mayor stated he didn't understand why this topic was on the agenda. He stated he will get the City Attorney to complete the lease agreement and then it will go to the Legion.

**Other Items –**

13. Review the Pay Period Ending 07/25/2021 Comp/Overtime Report. There were no comments or questions regarding the report.
14. Clerk/Treasurer Update – The Clerk/Treasurer stated her, and her staff were working on the budget, and getting information to the auditors.
15. Mayor Update – The Mayor stated this budget cycle the City was going to annex places the City provided city services to.

**Announcements –**

16. The next Budget and Finance Committee meeting will be held on August 24, 2021 at 5:00pm.
17. Bruce McGee will be reviewing claims for the next meeting.

Respectfully submitted,

Bethany Langve  
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:**

8. Park Board Minutes of August 5, 2021.

August 5, 2021

#### Laurel Park Board Meeting

Started 5:30 PM by Scot Stokes with Jon Rutt, Evan Bruce, Paul Kober, Phyllis Bromgard, Kurt Markegard, Matt Wheeler, and Irv Wilke. Gavin Williams was a guest.

#### No Public Comment

Minutes from the July 1 meeting. Irv motioned, Phyllis 2<sup>nd</sup> and approved.

#### New Business:

Camp Host at Riverside Park discussion. Some are volunteer, but most were paid \$1200 to \$1500. Possible summer help/camp host possibilities. Discussion of options ensued. Summer help got paid \$10 an hour. A free lot would be included. Plan to work on this idea before January. Remove the caretakers house for a Camp Host spot. No camp host job description exists at this time and needs to be developed. Requests made to FW&P and another Camp Host.

Gavin Williams spoke about camp site software. Reserve America is considered expensive and too big for our campground. Another site was free with a \$2.00 per reservation. Building our own would be the most flexible. Cost of \$500 to start with an annual fee of <\$200.

City Hall asked for \$50 fee to file the paperwork for special events. We are asking for more information.

#### Old Business:

Camping fees in Riverside Park was discussed and rates are \$10 for tents and \$20 for back in with \$30 for pull through. Jon moved and Evan 2<sup>nd</sup> and approved these fees.

Meeting adjourned at 6:53

Jon Rutt



## Cooney State Park, MT

Campground

Campground

Campsite

Date Range

Visitor

Details

Map

Campsite Search Results: 1-25 of 38

List

Availability

Photos

Next ▼

Max #

Equip

### Connect

f Facebook

t Twitter

@ Instagram

### Quick Links

Find Camping Spot

Campground Directory

Nonresident Park Pass

Reservation FAQs

Montana State Parks Foundation

Contact Montana State Parks

Camping Articles

Montana.gov

### Visit



MONTANA



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CONTACT US

8/5/2021

Find Campsites - Cooney State Park, MT - Montana State Parks

  
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Footnotes: (applicable only where specifically marked above)

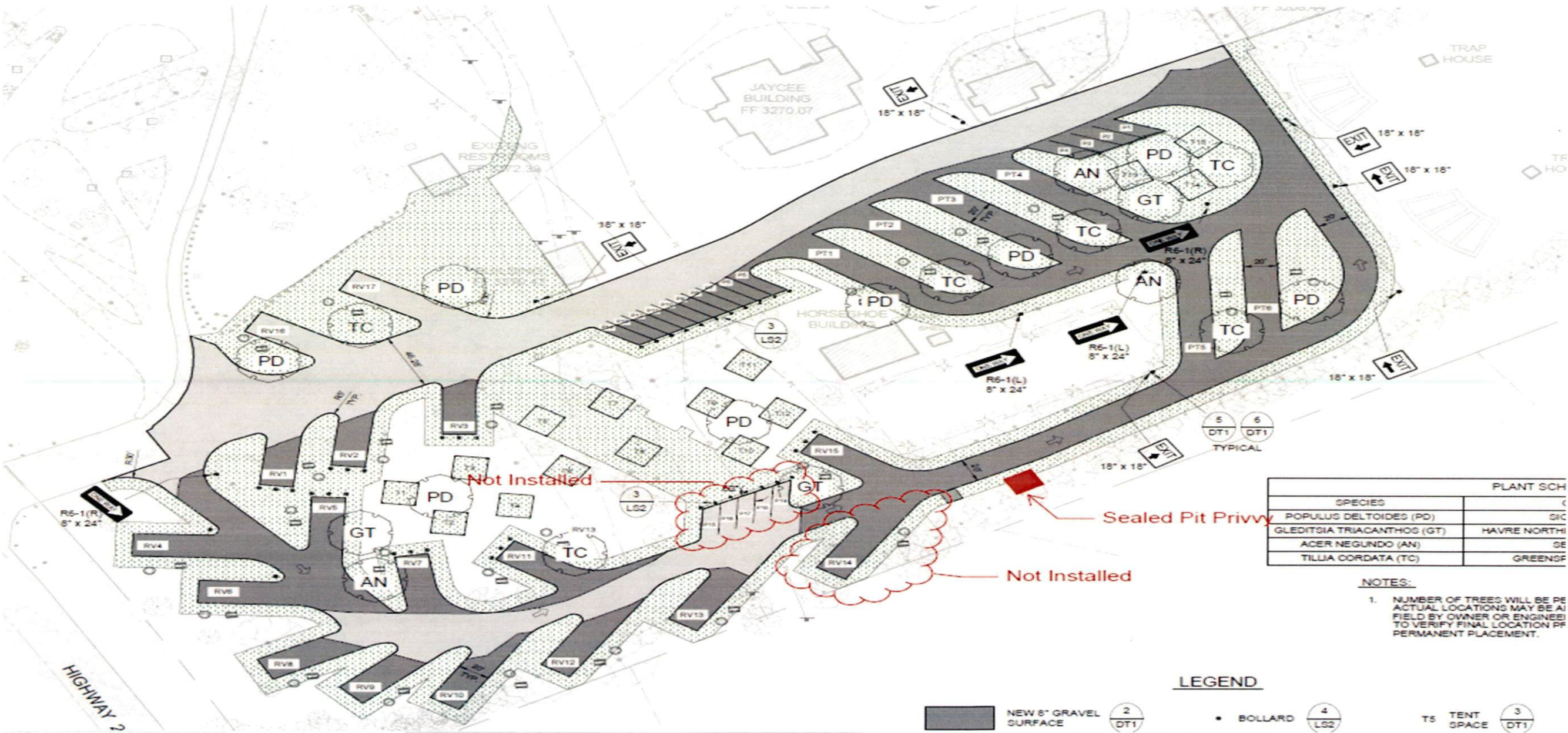
\* Basic daily price. Rate may vary across dates. Displayed rates do not reflect other fees, discounts or taxes.

\*\* Arrival dates earlier than the online-reservation-window may also be available at the campground.

CONTACT US



Riverside Park Campground Site Map





**File Attachments for Item:**

9. Library Board Minutes of May 11, 2021.

MINUTES  
CITY OF LAUREL  
Library Board

05/11/2021

06:48 PM

Laurel Public Library

**COMMITTEE MEMBERS PRESENT:**

X Katie Fjelstad  
X Bill Hanson, Vice-Chairman  
X Nancy Schmidt, Secretary  
Clair Killebrew – Foundation Liaison

X Arthur Vogeles, Board Chair – via Zoom  
Samantha Barnhart  
Vacant

**OTHERS PRESENT:**

1. **Public Input**

*Citizens may address the committee regarding any item of city business not on the agenda. The duration for an individual speaking under Public Comment is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

Welcome to our new Board member Katie Fjelstad. We are pleased that she wants to be a member of the Laurel Public Library Board of Trustees.

2. **General Items**

- a. The minutes for March and April 2021 were presented for approval by the Library Board members. Bill motioned the minutes be approved, Katie seconded the motion. Minutes were approved.
- b. The library received two items of correspondence: a \$50 donation from Ray Wells and \$30.00 memorial in memory of Joe Davis (Madelon Davis's husband).
- c. **Circulation Report** - *Traffic*: down 52.32%; *circulation*: all items circulated totaled 3,579 (including 486 eBooks), book circulation was down 0.5%, media circulation was down 33.3%, eBook checkouts for this month was 14.6% of total book circulation, we circulated 870 items to partners and 172 items from other libraries; *computers*: internet use was down 8.4%, children's use was down 80%, wi-fi use : down 16.4%; *patron cards*: city registrations made up 58.3% of library users, county patrons 38.5% and non-resident registered patrons 3.2%. There were 57 tech assists in April.

3. **New Business**

- a. It is budget time again. Mayor Nelson is supposed to provide department heads with information in the next week so we can prepare our budgets. He did state that he would like our budgets to remain steady if possible. Katie asked that she be emailed a copy of the budget for FY 20/21. It will be sent out this week.

- b. The Memorandum of Understanding (MOU) between AFSCME Local #316, the City Mayor, and library has been signed by Board Chair Vogeles. We are waiting on the Mayor and Union President to sign the agreement before planning on moving ahead with any changes required by the Union agreement.
- c. The Summer Food Program is scheduled to start up Wednesday, June 2<sup>nd</sup>, 2020 at 11:00 am. The program will be run like last year, out of the parking lot with meals available Monday, Wednesday, and Friday of each week except for holidays. Each day students will be given two meals for multiple days. Look for the information on our website and Facebook page.
- d. Bill Hanson has stated that he would like to pass his seat on the Board along to someone else that may be interested in serving for a term or two. There are currently two library patrons that have submitted letters of interest in any vacant seats: Kate Morton and Gail Norman. Their letters will be passed along to the Mayor and Council for consideration and appointment.
- e. The Laurel High School will be sending some of their students to help with the Summer Reading Program. Laurel Book Buzz, FWP, and library staff will share summer reading duties. Story time and activities will start at 10:30 am on Wednesday and run about an hour. This is an optimal time for students to then grab their lunches before heading home for the afternoon.

#### 4. Old Business

- a. Library staff have talked about updating the mask policy to be a "recommend" status for patrons rather than a required statement. Staff members are starting to feel uncomfortable with statements made by patrons about the current policy. All but one staff member is fully vaccinated and don't feel that getting the virus at this time is an issue. Extending the open to time 7:30 pm was also talked about but it was decided that this would be left up to the discretion of the library staff and director.
- b. There were a number of activities that happened at the library in the last couple of months. The Laurel Women in Business presented the Easter play and Storytime on March 31<sup>st</sup>. There were 64 attendees; 36 children and 28 adults. The hotspot PSAs are now available for viewing and will be run on the local stations soon. Nancy attended a couple days of the MLA workshops online during April along with a membership meeting. The South Central Federation Plan of Service is ready for signatures. Each library will be getting about \$200 more than last year due to the ineligibility of one library member.
- c. The final numbers for the book sale was \$4,074.00. This will be deposited in the Foundation account to use for new books and supplies for the library.

5. Other Items

a. Upcoming Items:

Sick leave & holidays: Geralyn is using a significant amount of sick leave to take her husband and brother to appointments. She is also experiencing difficulties with her vision. Her eye doctor doesn't seem to be able to get her prescription corrected enough for her to see computers up close. She has gone home many afternoons with headaches because of this. Nancy has also had to take some extended sick time to take her husband to doctor appointments for his heart. Once his doctor okays him for driving, she won't need to take as much time off. The library will be open on each Saturday before the Memorial Day and 4<sup>th</sup> of July holidays. It will be closed on those respective Mondays.

6. Announcements

- a. Next regular meeting is Tuesday, June 8, 2021 at 6:30 pm in the Community Room of the Laurel Public Library. Meetings from this date forward will stay on the 2<sup>nd</sup> Tuesday of each month but will start at 6:30 pm.

Katie motioned the meeting be adjourned at 7:31 pm. Bill seconded the motion, meeting adjourned.

Respectfully submitted,

*Nancy L Schmidt*

Nancy L Schmidt  
Secretary for the Board

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

**File Attachments for Item:**

10. Library Board Meeting Minutes of June 8, 2021.

MINUTES  
CITY OF LAUREL  
Library Board

06/08/2021

06:31 PM

Laurel Public Library

**COMMITTEE MEMBERS PRESENT:**

X Katie Fjelstad  
X Bill Hanson, Vice-Chairman  
X Nancy Schmidt, Secretary  
X Clair Killebrew – Foundation Liaison

X Arthur Vogeles, Board Chair – via Zoom  
Samantha Barnhart  
Vacant

**OTHERS PRESENT:** None

**1. Public Input**

*Citizens may address the committee regarding any item of city business not on the agenda. The duration for an individual speaking under Public Comment is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

- a. Addressing the Board - None

**2. General Items**

- a. The minutes for May 2021 were presented for approval by the Library Board members. Katie motioned the minutes be approved, Bill seconded the motion. Minutes were approved.
- b. The library received two items of correspondence: a \$500 donation from Terrell's Office Supplies and a \$500 donation from Hannah Morgan to cover the cost of her overdue items.
- c. Circulation Report - Traffic: down 39.9%; circulation: all items circulated totaled 3,531 (including 472 eBooks), book circulation was up 41.7%, media circulation was down 6.10%, eBook checkouts for this month was 14.5% of total book circulation, we circulated 669 items to partners and 200 items from other libraries; computers: internet use was up 34.3%, children's use was up 110%, wi-fi use : up 21.1%; patron cards: not available at this time. There were 56 tech assists in May. The numbers are up for both circulation of items and computer use at the library.

**3. New Business**

- a. The Summer Reading Program started off to a mild start this year. The first week of activities only had 3 participants but it is expected to pick up quickly. The in-library programming is going to be a joint effort of the Laurel School librarians,

Fish, Wildlife & Parks and Library staff. There will be an activity each week with one of these groups with online participation of readSQUARED being strongly encouraged.

- b. There are two letters of interest for the seat that Bill will be vacating at the end of June. Both Kate Manley and Gail Norman have submitted letters to the library for appointment. These will be turned in to the Mayor for final appointment at the Council Meeting later in June.
- c. Library staff are very excited about the lease of a new printer from Terrell's Office Supplies. We are opting to remove the small HP 5250n desktop printer from behind the desk and the Sharp MX-M3232d copier from the library and replace them with one machine – a Kyocera taskALPHA color copier/printer that can do more than both machines combines.

#### 4. Old Business

- a. The library budget should be ready by the end of June. We are waiting on the numbers for computing payroll deductions. As soon as those numbers are sent over from the clerk/treasurer's office, the budget will be completed. There will also be an allowance for union wage increases if the bargaining agreement calls for said increases.
- b. The summer food program provided in partnership with the Laurel School District started on June 2<sup>nd</sup>, 2021. The meals will again be handed out in the parking lot on Monday, Wednesday, and Friday of each week (except the holiday) from 11:00 am to 12:30 pm. It is important that we let everyone know that these meals are available to ALL children ages 18 and under regardless of income. We know that many students don't get enough to eat during the summer because school is out, so we want to make sure they are aware that this program is available. It only takes one family member to come and pick up meals for all of the children in their family. They don't have to bring all family members unless they want to 'picnic' on the library lawn.

#### 5. Other Items

- a. Upcoming Items:  
Sick leave is still being used by library staff at a significant rate. Geralyn is still using her leave for family members, Mike has been dealing with putting his dad into care, and Nancy is taking herself and her husband to doctor appointments. Hopefully, this will slow down soon.

#### 6. Announcements

- a. Next regular meeting is Thursday, July 8, 2021 at 6:30 pm in the Community Room of the Laurel Public Library.

Bill motioned the meeting be adjourned at 7:20 pm. Katie seconded the motion, meeting adjourned.

Respectfully submitted,

*Nancy L Schmidt*

Nancy L Schmidt  
Secretary for the Board

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



**File Attachments for Item:**

11. Library Board Minutes of July 8, 2021.

MINUTES  
CITY OF LAUREL  
Library Board

07/08/2021

06:37 PM

Laurel Public Library

**COMMITTEE MEMBERS PRESENT:**

X Katie Fjelstad  
X Kate Manley  
X Nancy Schmidt, Secretary  
X Clair Killebrew – Foundation Liaison

X Arthur Vogeley, Board Chair  
X Samantha Barnhart– via Zoom  
Vacant

**OTHERS PRESENT:** None

**1. Public Input**

*Citizens may address the committee regarding any item of city business not on the agenda. The duration for an individual speaking under Public Comment is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

- a. Addressing the Board - None

**2. General Items**

- a. The minutes for May 2021 were presented for approval by the Library Board members. Katie motioned the minutes be approved, Bill seconded the motion. Minutes were approved.
- b. The library received \$50 donation from Ray Wells.
- c. Circulation Report - *Traffic*: up 28.9%; *circulation*: all items circulated totaled 3,821 (including 506 eBooks), book circulation was up 12.4%, media circulation was down 59.68%, eBook checkouts for this month was 14.4% of total book circulation, we circulated 864 items to partners and 162 items from other libraries; *computers*: internet use was up 40.5%, children's use was up 210%, wi-fi use : up 46.5%; *patron cards*: city patrons make up 51.2% of registered users county 48.1% and out of county users may cut 3.3%. There were 52 tech assists in June.

**3. New Business**

- a. GERALYN STEVENS has turned in at her resignation letter. She has been at the library for 31 years. Her last day of work will be on Saturday, July 31st and her retirement party will be Thursday, July 29th from 1:00 PM to 5:00 PM. It was suggested that the library purchase her a "commemorative stone" maybe with the quote "Librarians are novel lovers".

- b. The library board of trustees gave a welcome to Kate Manley as a new member of the board. The Director spent a few minutes explaining how the Montana State Library works and showed her where the online trustee handbooks are located. Ms. Schmidt will be available to answer any questions that Kate may have in the future concerning been a Board member.
- c. This is the first meeting of the fiscal year for the library. Officer elections were held: the board chair will be Arthur Vogeles and he will also serve as a Federation representative. The co-chair will be Sam Barnhart.

4. Old Business

- a. The budget for FY22 has been tentatively completed with the possibility that there will be adjustments made before the end of August once the union meets and agreements are reached about wages, time off, etc. Director Schmidt presented the idea to the clerk/treasurer of pursuing a voted mill levy for future library expenses. The questions arose as to number of mills needed. Should they be a part by the city or should all come from a voted levy? Are we looking at a sunset date or a perpetual mill levy? Kate motioned that we proceed with a mill levy, Katie seconded the motion. Nancy will present this information to the clerk treasurer.
- b. For the month of July 2021, the Summer food program has served 2,938 meals.
- c. The stats for the summer reading program indicate that we have 39 participants who have read a total of 24,544 minutes and received 83 prizes.

5. Other Items

- a. Upcoming Items:  
Sick leave is still being used by library staff at a significant rate. Current job descriptions for assistant library director and tech trainer will be emailed to board members for their input. Some revisions have already been provided.

6. Announcements

- a. Next regular meeting is Tuesday, August 10, 2021 at 6:00pm in the Community Room of the Laurel Public Library.

Meeting adjourned at 7:54 PM.

Respectfully submitted,

*Nancy L Schmidt*

Nancy L Schmidt  
Library Director  
Secretary for the Board

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

**File Attachments for Item:**

12. Tree Board Minutes of June 17, 2021.

Minutes  
City of Laurel  
Tree Board  
6/17/21 9:30 AM

Public Works Conference Room

Attending: LuAnne Engh, Dale Ahrens, Matt Wheeler, Aaron Christensen

1. Public Input
  - a. No public attending
2. General Items
  - a. May minutes approved –
    - Thank you notes have been sent out. Dale sent to NWE and Walmart
    - The city has a \$300 credit with RiverRidge due the confusion over the second tree. They will plant a potted Maple type tree in Thomson Park next Spring.
3. New Business - none
4. Old Business
  - a. Tree Trimming - relook at the needs in the Fall
  - b. Downtown trees – So many are dead or removed. We have 13 locations that should be replaced. If the trees are gone the stumps are still in the ground.
  - c. The current rules state that downtown trees (planted by the state) are the responsibility of the property owner. All tree trimming, watering and replacement are their decision. If they ignore the trees, the city can have them removed and bill the property owner. Unless there is a change in the city regulations, this is the status quo.
5. Other Items
  - a. Volunteer hours - Please keep your hours.
  - b. South Park is on track for Summer construction of the dock/walkways. There should be a dock by this Fall – possible location for Arbor Day again.
6. Announcements
  - a. Next meeting –September 16th– 9:30

LuAnne Engh, Chairman

**File Attachments for Item:**

13. Public Works Committee Minutes of July 19, 2021.

**MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, JULY 19, 2021**

The Public Works Committee meeting was called to order at 6:00pm on Monday, July 19 2021 by Committee Chair, Heidi Sparks.

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice Chair, Richard Herr, Dan Koch, Marv Carter

**Others Present:** Kurt Markegard- Public Works Director

**Public Input:** None

**General Items:**

1. Approval of the Minutes from June 21, 2021- Motion by Irv Wilke and seconded by Dan Koch. Motion carried to approve the minutes as corrected- Note: Don Nelson was not present at the June 2021 meeting and Dan Koch was present at the June 2021 meeting.

**New Business**

2. Emergency Call Out Report- Report attached
  - a. Items of note- Water break on Woodland Ave. A temporary fix is in place until the city can get pipe to install a permanent fix.
3. KLJ Engineering Report- Report attached

**Old Business: None**

**Other Items**

- Kurt gave an update on the ARPA Grant applications submitted. Report of grant applications attached.

**Announcements**

4. Next Meeting will be Monday, August 16, 2021 at 6:00pm

Meeting adjourned at 7:15pm.



Emergency Call Out for August 16, 2021, Public Works Committee Meeting

7/19 411 Idaho Sewer Backup

7/21 Sewer Plant Alarm

7/23 Sewer Back up 600 blk 5th Ave.

7/25 Water Leak 1111 Locomotive Circle

8/7 Vandalism at Kids Kingdom Bathroom



### **2022 Pavement Maintenance Project (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 Scope and Task Order Delivered to City
- Being Reviewed at Workshop on 7/20/21 and Council 7/27/21

### **Lindy Lane Sewer Replacement (KLJ #2014-00018)**

Reason for Project: To replace a large capacity sewer main that is cracked and has a high potential for failure.

Project Scope: To remove and replace a 115 lineal foot section of 30" sanitary sewer pipe that is just south of Interstate 90 to a manhole within Lindy Lane.

*Current Status:*

- Bid Opening 8/12/21
- City Council 8/26/21

### **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:*

- Project Analysis is in Progress.
- Final Report is due Sept. 1<sup>st</sup>.

### **5<sup>th</sup> Ave. Water Re-Route (KLJ #2104-00118)**

Reason for Project: To abandon the existing waterline between W. 11<sup>th</sup> and W. 12<sup>th</sup> Streets that crosses existing properties without an easement.



**Project Scope:** Abandonment of a 12" waterline that connects 11<sup>th</sup> St. to 12<sup>th</sup> St north of 5<sup>th</sup> Ave. in Laurel. A new 12" waterline will connect at the intersection of 5<sup>th</sup> Ave. and 11<sup>th</sup> St, route east to 4<sup>th</sup> Ave. and then north to 12<sup>th</sup> St. where it will turn back west and connect at the original connection point along 12<sup>th</sup> St.

**Current Status:**

- Draft study complete and under internal review

***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:**

- Analysis and evaluations of existing conditions is complete
- Development of alternatives is in progress

***WWTP Screw Pump B Replacement (KLJ #2004-01359)***

**Reason for Project:** To replace screw pump B at the Laurel Wastewater Treatment Plant.

**Project Scope:** Reconstruction and rehabilitation of the Archimedes Screw Pump "B" at the City of laurel Wastewater Treatment Plant.

**Current Status:**

- Project Bid July 1<sup>st</sup>
- Project Award July 13<sup>th</sup>
- Anticipated equipment delivery January 15<sup>th</sup>
- Project completion, February 15<sup>th</sup>

***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:**

- DEQ Submittal 7/30/21
- Advertise 8/26/21
- Bid Opening 9/1/21



### **2021 Pavement Maintenance Project (KLJ #2004-00831)**

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:*

- Approved by Council on May 11th
- Start Construction June 1<sup>st</sup>
- Crack sealing complete this week.
- Chip Sealing to occur 7/20/21
- Project to be complete by 8/15/21
- Change Orders Issued 8/11/21

### **Sanitary Sewer H<sub>2</sub>S Remediation (KLJ #1804-00122)**

Reason for Project: Buildup of H<sub>2</sub>S within the WW collection system has led to deterioration of manholes and other system components.

Project Scope: Complete design and construction administration to address H<sub>2</sub>S build-up in the system.

*Current Status:*

- Survey completed
- Design underway
- DEQ Submittal 7/30/21
- Advertise 8/26/21
- Bid Opening 9/1/21

### **Water Tank Recoat (KLJ #1904-01843)**

Reason for Project: The coating on the City water tank has deteriorated to the point where it is flaking and peeling.

Project Scope: Design, bid, and administer the recoating of the water tank.

*Current Status:*

- Project Bid 7/1/21
- Project Award 7/13/21
- Project Completion 8/31/21



### ***Yellowstone River Crossing (KLJ #2004-00542)***

Reason for Project: The 4" waterline that serves Riverside park campground freezes during the winter months and leaks where it crosses the Yellowstone River.

Project Scope: Design, bid, and administer the replacement the waterline that is attached to the bridge crossing the Yellowstone River

*Current Status:*

- *Preconstruction meeting scheduled for 7/21/21*
- *Project on Hold until Pipe can be delivered*

### ***Design Standards & Rules Update (KLJ # 1804-02569)***

Reason for Project: Update old standards

Project Scope: Develop a set of cohesive and concise design standards for public improvements to help facilitate reviews of new developments and ensure the public improvements are designed in the City of Laurel's best interest.

*Current Status:*

- Drafts of the all sections of the manual are complete
- Final sections of streets, water and sewer are complete

### ***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:*

- Site Plan Review – Lot 1B, Block 1, Entertainment Subdivision. 2<sup>nd</sup> submittal reviewed and sent to City on 6.15.21
- Subdivision Review – Goldberg Sporting Estates Sewer Recommended language Sent to Kurt April 22<sup>nd</sup>, 2021. Needs to go to City Council
- Subdivision Review – Cherry Hills 3<sup>rd</sup> Filing Initial Review Complete and sent to City 7.6.21
- Subdivision Review - Iron Horse Station Subdivision Water & Sewer Delivered Approved, Streets & Storm comments sent 5.28.21
- Subdivision Review - Bitterroot Grove Townhomes Engineering reports reviewed and sent to City on 6.8.21



## City of Laurel Project Status Update August 16, 2021



- Growth Policy Update –Completed December 15, 2020

### ***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*
- *Kick-off meeting Department Heads*
- *Initial structure of CIP generated*
- *Department Heads contacted for additional projects.*
- *Document is being drafted.*

### ***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 FY21 Projects

1. West Railroad Street Reconstruction- Proposal submitted
2. Water System Planning
  - a. Booster station rehabilitation or replacement (task order forthcoming)
  - b. Water storage tank Preliminary Engineering Report
3. 7<sup>th</sup> Street reconstruction from 1<sup>st</sup> Street to
4. Waterline extension out to Golf Course Road
5. Updates to Zoning regulations
6. Updates to Subdivision Regulations
7. West Interchange Neighborhood Plan

#### Other Potential Future Projects

1. West Side TIFF

**File Attachments for Item:**

14. Emergency Services Committee Minutes of July 26, 2021.



**CITY OF LAUREL  
EMERGENCY SERVICE COMMITTEE MEETING  
MINUTES  
FOR  
MONDAY July 26,2021  
6:00 PM  
COUNCIL CHAMBERS**

**NO QUORUM NO MEETING**

**COMMITTEE MEMBERS PRESENT:**

☒\_X\_Bruce McGee Chair  
☒\_X\_Irv Wilke Co Chair  
☐\_Pat Kimmet  
☐\_Bill Mountsier

☒\_X\_Richard Klose  
☒\_X\_Heidi Sparks  
☐\_Taryn Massa

**OTHERS PRESENT:**

**Police Chief Langve :** Absent

**Fire Chief Peters :** Absent

**Ambulance Director Gurchiek :** Present



**File Attachments for Item:**

15. Appointment of Bynnan Miller to the Laurel Volunteer Ambulance Service.



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

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Dear Mayor and City Council,

We have an EMT interested in joining our EMS service as a volunteer. We have interviewed her and would be excited to bring her onto our team.

- Brynna Miller, EMT, she is a new EMT, she is engaged to one of our firefighter/EMT volunteers and lives here in Laurel. She does not have any EMS experience but is very excited to get started and help out the community she lives in. I believe that she would be a great addition to our team and also living in Laurel is a positive for our service as well.

Thank you very much for your consideration on this candidate.

Lyndy Gurchiek, NRP, Director  
Laurel EMS  
215 W 1<sup>st</sup> Street  
Laurel, MT 591044  
[lgurchiek@laurel.mt.gov](mailto:lgurchiek@laurel.mt.gov)  
406-860-8233

**File Attachments for Item:**

16. Appointment of Adam Dennis to the Laurel Volunteer Fire Department.



# LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044  
OFFICE 406.628.4911 • FAX 406.628.2185

City of Laurel  
PO Box 10  
Laurel, Mt. 59044

August 19, 2021

Mayor and Laurel City Council,

The following have been selected by the members of the Laurel Volunteer Fire Department/ Association to become volunteers.

Firefighter  
Adam Dennis

He has been selected unanimously by the Department, approved by the Chief of the Department and are seeking your appointment.

Brent Peters  
Fire Chief  
Laurel Volunteer Fire Department

**File Attachments for Item:**

17. Resolution No. R21-71: A Resolution To Authorize The Mayor To Sign An Agreement With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel Middle School.

**RESOLUTION NO. R21-71**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT  
WITH LAUREL PUBLIC SCHOOLS, DISTRICT 7 AND 7-70,  
CONTINUING THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM  
FOR THE LAUREL MIDDLE SCHOOL.**

WHEREAS, the City of Laurel and the Laurel Public Schools desire to continue its School Resource Officer Program; and

WHEREAS, the attached agreement outlines the general terms and conditions of the program.

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

That the Mayor is authorized to sign the attached agreement with the Laurel Public Schools, District 7 and 7-70, to continue the School Resource Officer Program for the Laurel Middle School.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

## **AGREEMENT STATEMENT OF GENERAL TERMS & CONDITIONS**

This Agreement is entered into this 1<sup>st</sup> day of July, 2021, by and between the City of Laurel, hereinafter referred to as the City and the Laurel Public Schools, District 7 & 7-70, hereinafter referred to as the District, as follows:

### **WITNESSETH**

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign one law enforcement officer and necessary equipment to the District for the School Resource Officer program. The City law enforcement officer (hereinafter referred to as “SRO”) will be assigned to Laurel Middle School. The SRO will work with the school administrators to assist with the District’s tobacco, alcohol, other drug, and law-related education, maintain a peaceful campus environment and take appropriate action regarding on-campus or school related criminal activity.
2. **Term:** The term of this Agreement shall be from July 1, 2021 through June 30, 2022.
3. **Termination:** This Agreement may be terminated with or without cause by either party upon 30 days’ prior written notice.
4. **Relationship of Parties:**
  - a. The City shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to its control and supervision.
  - b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, they will prepare a summary report on the year’s operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board.
  - c. The SRO will be subject to current procedures in effect for the City law enforcement officers, including attendance at all mandated training and testing to maintain officer certification.
  - d. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.
5. **Costs:** The District shall pay the City the sum of \$69,661.74 to employ and equip the SRO as provided herein. The city clerk/treasurer and district clerk will develop a semi-annual payment schedule on behalf of each party.

Further, the City agrees to pay all:

- a. Overtime costs;
- b. Non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances; and
- c. Costs relating to vehicle and insurance.

**6. SRO General Responsibilities:**

- a. Work in concert with the school administrators.
- b. Assist the administrators in providing a program to address tobacco, alcohol, and other drug issues, violence prevention, and safety issues in the school community.
- c. Act as a communication liaison with law enforcement agencies regarding needed information concerning students on campuses served by the SRO.
- d. Take the steps the SRO deems appropriate and consistent with law enforcement's duty, when a crime occurs on or off campus.
- e. Work with students, families, and staff to build an understanding of the role of law enforcement in the community and to establish a productive level of interaction and rapport with those groups.
- f. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- g. When applicable and appropriate, maintain contact with students to insure compliance to conditions imposed by the court, school, parents/guardians, and/or Department of Family Services. This would include reporting to these entities and be actively involved in formulating problem solving strategies in each case.
- h. Other such responsibilities as may be mutually agreed to by the City and District.

**7. Time and Place of Performance:** The City will endeavor to assure that the SRO will be available for duty at the assigned campus each day that school is in session during the regular school year. The District understands that there may be times when the SRO is needed off-campus due to emergency law enforcement activities or court appearances.

**8. District Responsibilities:** The District will provide the SRO an office and such equipment as is necessary at the assigned school(s) to include a telephone, filing space capable of being secured, and access to a computer.

---

Board Chair, Dist. #7&7-70

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Date

---

Thomas C Nelson, Mayor

---

Date



**File Attachments for Item:**

18. Resolution No. R21-72: A Resolution To Authorize The Mayor To Sign An Agreement With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel High School.

**RESOLUTION NO. R21-72**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT  
WITH LAUREL PUBLIC SCHOOLS, DISTRICT 7 AND 7-70,  
CONTINUING THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM  
FOR THE LAUREL HIGH SCHOOL.**

WHEREAS, the City of Laurel and the Laurel Public Schools desire to continue its School Resource Officer Program; and

WHEREAS, the attached agreement outlines the general terms and conditions of the program.

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

That the Mayor is authorized to sign the attached agreement with the Laurel Public Schools, District 7 and 7-70, to continue the School Resource Officer Program for the Laurel High School.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

## **AGREEMENT STATEMENT OF GENERAL TERMS & CONDITIONS**

This Agreement is entered into this 1<sup>st</sup> day of July, 2021, by and between the City of Laurel, hereinafter referred to as the City and the Laurel Public Schools, District 7 & 7-70, hereinafter referred to as the District, as follows:

### **WITNESSETH**

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign one law enforcement officer and necessary equipment to the District for the School Resource Officer program. The City law enforcement officer (hereinafter referred to as “SRO”) will be assigned to Laurel High School. The SRO will work with the school administrators to assist with the District’s tobacco, alcohol, other drug, and law-related education, maintain a peaceful campus environment and take appropriate action regarding on-campus or school related criminal activity.
2. **Term:** The term of this Agreement shall be from July 1, 2021 through June 30, 2022.
3. **Termination:** This Agreement may be terminated with or without cause by either party upon 30 days’ prior written notice.
4. **Relationship of Parties:**
  - a. The City shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to its control and supervision.
  - b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, they will prepare a summary report on the year’s operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board.
  - c. The SRO will be subject to current procedures in effect for the City law enforcement officers, including attendance at all mandated training and testing to maintain officer certification.
  - d. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.
5. **Costs:** The District shall pay the City the sum of \$60,453.42 to employ and equip the SRO as provided herein. The city clerk/treasurer and district clerk will develop a semi-annual payment schedule on behalf of each party.

Further, the City agrees to pay all:

- a. Overtime costs.
- b. Non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances; and
- c. Costs relating to vehicle and insurance.

**6. SRO General Responsibilities:**

- a. Work in concert with the school administrators.
- b. Assist the administrators in providing a program to address tobacco, alcohol, and other drug issues, violence prevention, and safety issues in the school community.
- c. Act as a communication liaison with law enforcement agencies regarding needed information concerning students on campuses served by the SRO.
- d. Take the steps the SRO deems appropriate and consistent with law enforcement's duty when a crime occurs on or off campus.
- e. Work with students, families, and staff to build an understanding of the role of law enforcement in the community and to establish a productive level of interaction and rapport with those groups.
- f. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- g. When applicable and appropriate, maintain contact with students to ensure compliance to conditions imposed by the court, school, parents/guardians, and/or Department of Family Services. This would include reporting to these entities and be actively involved in formulating problem solving strategies in each case.
- h. Other such responsibilities as may be mutually agreed to by the City and District.

**7. Time and Place of Performance:** The City will endeavor to assure that the SRO will be available for duty at the assigned campus each day that school is in session during the regular school year. The District understands that there may be times when the SRO is needed off-campus due to emergency law enforcement activities or court appearances.

**8. District Responsibilities:** The District will provide the SRO an office and such equipment as is necessary at the assigned school(s) to include a telephone, filing space capable of being secured, and access to a computer.

---

Board Chair, Dist. #7&7-70

---

Date

---

Thomas C Nelson, Mayor

---

Date

**File Attachments for Item:**

19. Resolution No. R21-73: A Resolution Of The City Council Selecting Askin Construction, LLC As The Successful Bidder For The City Project Known As The Lindy Lane Sewer Replacement Project.

## **RESOLUTION NO. R21-73**

### **A RESOLUTION OF THE CITY COUNCIL SELECTING ASKIN CONSTRUCTION, LLC AS THE SUCCESSFUL BIDDER FOR THE CITY PROJECT KNOWN AS THE LINDY LANE SEWER REPLACEMENT PROJECT.**

WHEREAS, the City of Laurel plans to replace the sewer located on Lindy Lane as described in the attached bid documents, and such project was publicly advertised for competitive bids from interested and qualified bidders; and

WHEREAS, City Staff and the City's contract engineers reviewed and considered the bids received and recommends the City Council award the bid to the qualified and responsive bid that appears to be in the City's best interest; and

WHEREAS, Askin Construction LLC submitted a bid of \$149,008.00 to complete the project on the City's behalf. City Staff determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the bid to Askin Construction LLC for its bid price of \$149,008.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution for completion of the project.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney



August 16, 2021

Kurt Markegard  
City of Laurel  
115 W. 1st Street  
Laurel, MT 59044

Re: Lindy Lane Sewer Replacement Project – Recommendation of Award

Dear Kurt:

Bids for the Lindy Lane Sewer Replacement project were received August 12th, 2021. Three bids were opened and read aloud, with bid amounts being \$181,610.00, \$196,962.00 and \$149,008.00. The bids were checked for mathematical accuracy and no discrepancies were found.

The lowest bidder is Askin Construction, LLC. We recommend the contract be awarded to Askin Construction, accordingly. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Askin Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh', written over a white background.

Ryan E. Welsh, PE  
Project Engineer

Enclosure(s): Notice of Award  
Certified Bid Tabulation

Project #: 2104-00916  
cc: file

# Notice of Award

Date: \_\_\_\_\_

Project: Lindy Lane Sewer Replacement Project

Owner: City of Laurel

Owner's Contract No.:

Contract: As described in the Bid Documents

Engineer's Project No.: 2104-00916

Bidder: Askin Construction LLC

Bidder's Address: 3300 2<sup>nd</sup> Ave. N., Ste 3

Billings, MT 59101

You are notified that your Bid dated August 12th, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Lindy Lane Sewer Replacement Project.

The Contract Price of your Contract is One Hundred Forty-nine Thousand and Eight Dollars and Zero Cents (\$149,008.00).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer



# TABULATION OF BIDS

Lindy Lane Sewer Replacement - KLJ#2104-00916

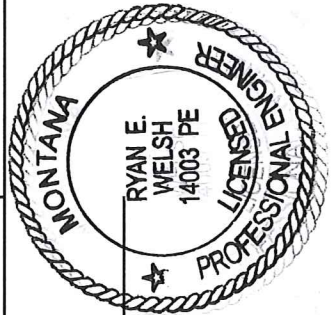
CITY OF LAUREL, MONTANA

August 12, 2021



| Base Bid          |                                     |     | Engineers Opinion of Cost |              |              | JR Civil     |              | Western Municipal |              | Askin Construction |              |
|-------------------|-------------------------------------|-----|---------------------------|--------------|--------------|--------------|--------------|-------------------|--------------|--------------------|--------------|
| Item              | Description                         | Qty | Unit                      | Unit Price   | Total Price  | Unit Price   | Total Price  | Unit Price        | Total Price  | Unit Price         | Total Price  |
| 101               | Mobilization                        | 1   | LS                        | \$ 10,000.00 | \$ 10,000.00 | \$ 19,833.00 | \$ 19,833.00 | \$ 41,000.00      | \$ 41,000.00 | \$ 25,000.00       | \$ 25,000.00 |
| 102               | Taxes, Insurance and Bonds          | 1   | LS                        | \$ 5,000.00  | \$ 5,000.00  | \$ 7,810.00  | \$ 7,810.00  | \$ 15,500.00      | \$ 15,500.00 | \$ 7,000.00        | \$ 7,000.00  |
| 103               | Traffic Control                     | 1   | LS                        | \$ 10,000.00 | \$ 10,000.00 | \$ 3,880.00  | \$ 3,880.00  | \$ 7,800.00       | \$ 7,800.00  | \$ 4,900.00        | \$ 4,900.00  |
| 104               | Sewer Bypass Pumping                | 1   | LS                        | \$ 25,000.00 | \$ 25,000.00 | \$ 45,812.00 | \$ 45,812.00 | \$ 12,900.00      | \$ 12,900.00 | \$ 24,600.00       | \$ 24,600.00 |
| 105               | Unclassified Excavation             | 10  | CY                        | \$ 50.00     | \$ 500.00    | \$ 90.00     | \$ 900.00    | \$ 67.00          | \$ 670.00    | \$ 30.00           | \$ 300.00    |
| 106               | 1-1/2" Crushed Base Course          | 6   | CY                        | \$ 50.00     | \$ 300.00    | \$ 145.00    | \$ 870.00    | \$ 57.00          | \$ 342.00    | \$ 264.00          | \$ 1,584.00  |
| 107               | Asphalt Concrete Pavement (4"Thick) | 28  | SY                        | \$ 65.00     | \$ 1,820.00  | \$ 190.00    | \$ 5,320.00  | \$ 220.00         | \$ 6,160.00  | \$ 113.00          | \$ 3,164.00  |
| 108               | Gravel Alley Surface Repair         | 85  | SY                        | \$ 45.00     | \$ 3,825.00  | \$ 79.00     | \$ 6,715.00  | \$ 29.00          | \$ 2,465.00  | \$ 26.00           | \$ 2,210.00  |
| 109               | Dewatering                          | 1   | LS                        | \$ 10,000.00 | \$ 10,000.00 | \$ 25,360.00 | \$ 25,360.00 | \$ 1.00           | \$ 1.00      | -                  | \$ -         |
| 110               | Remove Existing Sewer Main          | 70  | LF                        | \$ 31.00     | \$ 2,170.00  | \$ 60.00     | \$ 4,200.00  | \$ 110.00         | \$ 7,700.00  | \$ 56.00           | \$ 3,920.00  |
| 111               | Flow Fill Existing Pipe             | 3   | CY                        | \$ 15.00     | \$ 45.00     | \$ 356.00    | \$ 1,068.00  | \$ 480.00         | \$ 1,440.00  | \$ 1,300.00        | \$ 3,900.00  |
| 112               | Type 2 Pipe Bedding                 | 40  | CY                        | \$ 50.00     | \$ 2,000.00  | \$ 140.00    | \$ 5,600.00  | \$ 81.00          | \$ 3,240.00  | \$ 10.00           | \$ 400.00    |
| 113               | Imported Trench Backfill            | 70  | CY                        | \$ 50.00     | \$ 3,500.00  | \$ 166.00    | \$ 11,620.00 | \$ 58.00          | \$ 4,060.00  | \$ 5.00            | \$ 350.00    |
| 114               | Install 30" PVC Sanitary Sewer Main | 114 | LF                        | \$ 100.00    | \$ 11,400.00 | \$ 145.00    | \$ 16,530.00 | \$ 600.00         | \$ 68,400.00 | \$ 403.00          | \$ 45,942.00 |
| 115               | 48" Sanitary Sewer Manhole          | 2   | Ea                        | \$ 8,500.00  | \$ 17,000.00 | \$ 10,260.00 | \$ 20,520.00 | \$ 11,300.00      | \$ 22,600.00 | \$ 10,100.00       | \$ 20,200.00 |
| 116               | Sign Remove & Reset                 | 1   | EA                        | \$ 500.00    | \$ 500.00    | \$ 296.00    | \$ 296.00    | \$ 630.00         | \$ 630.00    | \$ 463.00          | \$ 463.00    |
| 117               | Mailbox Remove & Reset              | 1   | EA                        | \$ 500.00    | \$ 500.00    | \$ 296.00    | \$ 296.00    | \$ 320.00         | \$ 320.00    | \$ 463.00          | \$ 463.00    |
| 118               | Exploratory Excavation              | 4   | HR                        | \$ 400.00    | \$ 1,600.00  | \$ 500.00    | \$ 2,000.00  | \$ 390.00         | \$ 1,560.00  | \$ 853.00          | \$ 3,412.00  |
| 119               | Landscape Restoration (Seeding)     | 30  | SY                        | \$ 15.00     | \$ 450.00    | \$ 66.00     | \$ 1,980.00  | \$ 5.80           | \$ 174.00    | \$ 40.00           | \$ 1,200.00  |
| Total of Base Bid |                                     |     |                           | \$           | 105,610.00   | \$           | 181,610.00   | \$                | 196,962.00   | \$                 | 149,008.00   |

This represents a true tabulation of bids opened and read on August 12, 2021.



Ryan Welsh  
Project Engineer

Date: August 16, 2021

**File Attachments for Item:**

20. Resolution No. R21-74: A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The 2022 Pavement Maintenance Project.

**RESOLUTION NO. R21-74**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE  
CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE SERVICE FOR  
THE 2022 PAVEMENT MAINTENANCE PROJECT.**

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

Section 1: Approval. The Task Order between the Parties is attached hereto and incorporated herein as part of this resolution, and is accepted and hereby approved by the City Council.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Task Order on behalf of the City.

Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

## Task Order: 2022 Pavement Maintenance

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

### 1. Background Data

- A. Effective Date of Task Order: August 10, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, LLC
- D. Specific Project (title): 2022 Pavement Maintenance
- E. **Project Description:** As shown on the attached Sheet ST-1, this project consists of the removal and replacement of the existing waterline within S. 4<sup>th</sup> Street, removal and replacement of the crossing sewer pipes, and reconstruction of the street section on S. 4<sup>th</sup> Street from US Highway 212 to S. 8<sup>th</sup> Ave. in Laurel, Montana. S. 4<sup>th</sup> Street was identified in the 2009 Pavement Maintenance Management Plan as needing full reconstruction. The water and sewer mains within the street have also been identified as being at the end of their service life. The approximate Right of Way width in the area is 60-ft and existing street width is 34-ft as measured from the back of curb. A new section will be determined through discussions with the local stakeholders and the City of Laurel. This project will include approximately 2,600 lf of 8" water main, 400 lf of 8" sewer main, 8 fire hydrants, 5 sanitary sewer manholes, and 2,600 lf of street reconstruction.

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:  
Set forth in Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – Owner and Engineer anticipate a Task Order amendment to incorporate RPR services following completion of Final Design Phase services.
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

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

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

#### **4. Owner's Responsibilities**

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
- Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
  - Coordinate with Laurel Public Schools and other stakeholders to evaluate access and traffic control considerations.
  - Perform all duties (including legal and bond counsel) related to creating a special improvement district not identified in Exhibit A-Engineer's Services.

#### **5. Task Order Schedule**

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
- Owner desires to have construction occur between May 1, 2022 and September 30, 2022. Engineer will plan the project to accommodate these dates, barring delays from SID creation, weather or other unexpected circumstances.
  - Owner will provide review comments, in writing, to Engineer for any draft deliverables submitted by Engineer. Owner will provide comments within 10-days of receipt from Engineer. Owner acknowledges delays in review/response may extend the final schedule.
  - Engineer shall provide periodic updates to Owner on the anticipated completion schedule, throughout the duration of the project.

#### **6. Payments to Engineer**

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

|                          |                                 |                      |          |
|--------------------------|---------------------------------|----------------------|----------|
| Streets Maintenance      | Traffic Study                   | \$ 24,000.00         | Lump Sum |
|                          | Survey                          | \$ 17,000.00         | Hourly   |
|                          | Preliminary Engineering         | \$ 87,000.00         | Lump Sum |
|                          | Final Engineering               | \$ 87,000.00         | Lump Sum |
|                          | Bidding                         | \$ 4,500.00          | Lump Sum |
|                          | Construction Engineering        | \$ 95,000.00         | Hourly   |
|                          | Construction Staking            | \$ 27,000.00         | Hourly   |
|                          | Project Closeout                | \$ 8,000.00          | Lump Sum |
|                          | <b>Total Street Engineering</b> | <b>\$ 349,500.00</b> |          |
|                          |                                 |                      |          |
| Water                    | Survey                          | \$ 13,800            | Hourly   |
|                          | Preliminary Engineering         | \$ 45,000            | Lump Sum |
|                          | Final Engineering               | \$ 47,000            | Lump Sum |
|                          | Bidding                         | \$ 4,500             | Lump Sum |
|                          | Construction Engineering        | \$ 77,000            | Hourly   |
|                          | Construction Staking            | \$ 21,500            | Hourly   |
|                          | Project Closeout                | \$ 10,000            | Lump Sum |
|                          | <b>Total Water Engineering</b>  | <b>\$ 218,800</b>    |          |
|                          |                                 |                      |          |
| Sewer                    | Survey                          | \$ 2,000             | Hourly   |
|                          | Preliminary Engineering         | \$ 5,000             | Lump Sum |
|                          | Final Engineering               | \$ 5,000             | Lump Sum |
|                          | Bidding                         | \$ 500               | Lump Sum |
|                          | Construction Engineering        | \$ 10,000            | Hourly   |
|                          | Construction Staking            | \$ 3,000             | Hourly   |
|                          | Project Closeout                | \$ 2,000             | Lump Sum |
|                          | <b>Total Sewer Engineering</b>  | <b>\$ 27,500</b>     |          |
| <b>Total Engineering</b> |                                 | <b>\$ 595,800.00</b> |          |

\*Based on a 5 -month continuous construction period.

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

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

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

**8. Other Modifications to Agreement and Exhibits:** None

**9. Attachments:** Exhibit A – Engineer’s Services for Task Order

**10. Other Documents Incorporated by Reference:**

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

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 27, 2021.

OWNER: City of Laurel

ENGINEER: KLJ Engineering, Inc

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Thomas C. Nelson

Print Name: Mark Anderson

Title: Mayor

Title: Vice-President

Engineer License or Firm’s  
Certificate No. (if required): PEL-EF-LIC-37

State of: Montana

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Kurt Markegard

Title: Director of Public Works

PO Box 10

Address: Laurel, MT 59044

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

Phone: 406-628-4796

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Matt Smith

Title: Project Manager

PO Box 80303

Address: Billings, MT 59108

E-Mail  
Address: matt.smith@kljeng.com

Phone: 406-245-5499

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**Engineer's Services for Task Order: 2022 Pavement Maintenance**

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**PART 1—BASIC SERVICES**

**A1.01 *Project Management***

- A. Tasks below apply to the entire Project.
1. Organize and facilitate kick-off meetings (one each) with Owner and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
  2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing bi-weekly status updates to Owner, and provide oversight of the day-to-day Project activities.
  3. Attend up to three (3) unscheduled meetings as needed to coordinate with Owner or other stakeholders.
  4. Public Informational Meeting – It is expected that two (2) public informational meetings will be held. The first will be a public input meeting that will occur prior to preliminary design and the second will be an informative meeting just prior to construction. Engineer will prepare necessary exhibits and attend to represent the project.

**A1.02 *Topography and Boundary Survey:***

- A. Provide right-of-way and parcel ownership research and mapping. Research property boundaries based on plats and certificates of survey obtained from public records. The right-of-way survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing right-of-way and decide if right-of-way acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.
- B. Topographic and Design Surveys – Complete and furnish preliminary ground survey of project limits to include site contours, existing surface features, and above- and below-ground utilities. Topographic survey will generally be bounded within right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features, and structures. The topographic survey will be accomplished by conventional survey methods. Primary control points will be established as Montana NAD83 (2002) OPUS corrected State Plane Coordinates. Prior to beginning topographic data collection, a level network will be run



through all control points and tied to the vertical datum. As topographic data is collected an ongoing QC-QA process will verify all data and make sure pertinent features are included on the map.

- C. Base Drawing Preparation – Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.
- D. Engineer's fee assumes that the above work will occur during a period when snow is not present at the Site.

**Deliverable:** Topographic Base Map

**Owner provides:** known utility locations.

#### A1.03 *Preliminary Engineering*

- A. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
- B. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
- C. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer.
- D. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. The extent of Engineer's design tasks that will be reflected in Drawings and Specifications, will include the following components:
  - 1. Water and Sewer Main Design
    - a. Design the replacement of the watermain that runs along S. 4<sup>th</sup> St from Highway 212 to S. 8<sup>th</sup> Ave.
    - d. Design sewer main where it crosses S. 4<sup>th</sup> St.
    - e. Detail Drawings – Provide detail drawings of water and sewer main and other supplemental design information required for construction.
  - 2. S. 4<sup>th</sup> Street Reconstruction Design
    - a. The project will be confined to existing right-of-way limits. However, after a public hearing with residents and City of Laurel; a different road section than existing may be installed.
    - b. Have a Geotechnical analysis completed on S. 4<sup>th</sup> Street to provide recommendations for an adequate asphalt cross section to include subgrade preparation, base thickness, and asphalt thickness.
    - c. Design roadway grading and storm collection structures that correspond with current South Side Stormwater study findings.

3. The following tasks are also included in Engineer's scope of services as part of the Preliminary Design Phase.
    - a. Coordinate with affected private utility owners (power, gas, phone, etc.), and evaluate if existing or potential conflicts necessitate utility relocation. If required, facilitate one (1) preliminary utility coordination meeting with Owner and other utility owners. Provide a written summation of utility owners comments. Completing a Subsurface Utility Engineering (SUE) survey is not included in this scope of work.
  4. Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable construction cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  5. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  6. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner.
  7. Visit the Site as needed to assist in preparing the Preliminary Design Phase documents and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Preliminary Design Phase tasks.
- E. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables. Engineer's fee is based on completing the Preliminary Design Phase services above one time; multiple iterations will be provided as Additional Services. Engineer will not proceed with Final Design Phase without Owner's acceptance of Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables that may affect the scope of the Project.
- F. Preliminary Engineering Deliverables:
1. Utility Coordination Meeting Comments.
  2. Preliminary Water and Sewer Plan and Profile Drawings
  3. Preliminary Stormwater and Street Reconstruction drawings.
  4. Preliminary Detail Sheets.

5. Opinion of probable construction cost
6. Preliminary Construction Agreement Documents Based on the EJCDC C-700 Contract.

#### A1.04 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. On the basis of the above acceptance, direction, and authorization, and after receiving Owner's written review comments, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Engineer's fee is based on completing the Final Design Phase services described below one time; multiple iterations will be provided as Additional Services.
  3. Visit the Site as needed to assist in preparing the final Drawings and Specifications and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Final Design Phase tasks.
  4. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from the Montana Department of Environmental Quality. Additional permitting is not anticipated.
  5. Advise Owner of any recommended adjustments to the opinion of probable construction cost.
  6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  8. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner.
  9. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.
- D. Final Engineering Deliverables:
  - 1. Final plans for Bidding
  - 2. Final construction Contract Documents for Bidding
  - 3. Completed MDEQ application

**A1.05 Bidding or Negotiating Phase**

- A. As Basic Services, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  - 3. Consult with Owner as to the qualifications of prospective contractors.
  - 4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
  - 5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
  - 6. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be provided subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- C. Deliverables:
  - 1. Bid Tab
  - 2. Conformed Contract Documents
  - 3. Addenda, If required.
  - 4. Notice of Award Recommendation Letter

## A1.06 Construction Phase

### A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (the Edition of which is to coincide with the current Montana Public Works Standard Specifications in effect at the time of a specific Task Order), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D of the Master Services Agreement, which is hereby incorporated by reference. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. It is anticipated that 680 hours of on-site RPR time will be sufficient to provide necessary construction observation through substantial completion, based on a recommended construction contract not to exceed 123 calendar days. RPR hours beyond this estimate are Additional Services and would require written authorization prior to proceeding. Construction observation time resulting from Contractor working outside of normal work hours, as will be defined in the contract documents will be paid by Owner to Engineer and then deducted from the Contractor's payment.
4. *Neighborhood Meeting:* Engineer will attend and assist in one (1) neighborhood meeting. The meeting will primarily be informative to the public prior to beginning construction. Engineer will provide exhibits and/or preliminary drawings to assist with the discussion as needed. Preparation of 3-D renderings or similar artistic graphical displays is not included. Owner will send notifications for meeting invitations.
5. *Selection of Independent Testing Laboratory:* Through Engineer's Subconsultant, provide Quality Assurance testing services as specified in Section 01400 of the Project Manual, at frequencies deemed necessary by the Engineer.
6. *Pre-Construction Conference:* Facilitate a pre-construction conference prior to commencement of Work at the Site.
7. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols

for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

8. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
9. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
10. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Provide construction surveys and staking to enable Contractor to perform its work. The total number of Engineer's survey crew project site mobilizations included in the tasks above is two. Contractor will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of the budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. Staking shall be provided for:
  - a. Establish horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction during surveyor's initial mobilization for the below.
  - b. Water main, services, valves and hydrants – stake water main, valves, hydrants and appurtenances.
  - c. Sanitary sewer main, services and manholes – stake manholes, services and appurtenances
  - d. Street Centerline, curb and gutter, and sidewalks – stake top back curb, edge of walk, and street centerlines.
  - e. Stormwater Collection facilities – stake inlets, culverts, valley pans, and appurtenances.
11. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. It is anticipated that one (1) Site visit per week, by the Engineer, will be sufficient for the Engineer to adequately observe and gauge the progress and performance of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional

judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
12. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
13. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
14. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as

- required. Services related to additional design or construction review associated with Change Orders and Work Change Directives are not included and would be provided as Additional Services.
17. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
  18. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
  19. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
  20. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B of this Exhibit A.
  21. *Inspections and Tests*:
    - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
    - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
    - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
  22. *Change Proposals and Claims*: (a) Review and respond to Contractor's proposed changes to Work. Review each duly submitted change proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the change proposal does not involve the design (as set forth in the Drawings,



Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the change proposal.  
(b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

23. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
  - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
24. *Contractor's Completion Documents*: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.19. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction

Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

25. *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  26. *Final Notice of Acceptability of the Work*: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
  27. *Standards for Certain Construction-Phase Decisions*: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. In such cases, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.07 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Prepare and submit to Owner and DEQ, each, one set of record drawings, showing all construction modifications to the original design.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.
- C. Commissioning Phase – Not Included
- D. Other Services – Not Included
- E. The scope of this phase will be developed following Final Design and included by amendment.
- F. The scope of this phase will be developed following Final Design and included by amendment.

A1.08 *Commissioning Phase*—Not Included

A1.09 *Other Services*—Not Included

## **PART 2—ADDITIONAL SERVICES**

### **A2.01 *Additional Services Requiring an Amendment to Task Order***

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
  1. This Task Order contains specific information regarding tasks, number of iterations, and deliverables to be provided by Engineer. In addition to those specifically identified herein, the following list, which is not intended to be exclusive, summarizes other exclusions.
    - a. Boundary surveys or establishing survey monuments
    - b. Traffic analyses
    - c. Public or private utility analyses, modeling or design, other than water and sewer system rehabilitation identified above.
    - d. Subsurface drainage system design
    - e. Structural design
    - f. Landscape or irrigation design
    - g. Right-of-way or permanent easement acquisition services
    - h. 3-D or artistic renderings
  2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific

Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order, requested by Owner, or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.
6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
8. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

12. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
  13. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
  14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  15. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
  16. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
  17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Upon request of Owner, attendance at meetings and completing site visits in addition to those identified above.
  2. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  3. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant

amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



**ENGINEER'S OPINION OF COST**  
**2022 Pavement Maintenance Project**  
**S. 4TH ST FROM WEST AVE. TO HWY 212**  
**City of Laurel, MT**  
**June 14, 2021**



**(PRELIMINARY)**

| ITEM                         | DESCRIPTION   | UNIT | QTY   | UNIT PRICE   | TOTAL PRICE           |
|------------------------------|---|------|-------|--------------|-----------------------|
|                              | Schedule 1 - Street Improvements                    |      |       |              |                       |
| 101                          | Mobilization  | LS   | 1     | \$165,000.00 | \$165,000.00          |
| 102                          | Taxes, Insurance and Bonds                          | LS   | 1     | \$80,000.00  | \$80,000.00           |
| 103                          | Traffic Control                                     | LS   | 1     | \$20,000.00  | \$20,000.00           |
| 104                          | Stormwater Management and Erosion Control           | LS   | 1     | \$30,000.00  | \$30,000.00           |
| 105                          | Unclassified Excavation                             | CY   | 6150  | \$25.50      | \$156,825.00          |
| 106                          | Concrete Curb & Gutter Removal                      | LF   | 4550  | \$14.98      | \$68,174.17           |
| 107                          | Concrete Flatwork Removal                           | SY   | 2500  | \$38.33      | \$95,833.33           |
| 108                          | Non-Woven Geotextile Fabric                         | SY   | 6150  | \$2.95       | \$18,142.50           |
| 109                          | Geogrid   | SY   | 6150  | \$3.65       | \$22,447.50           |
| 110                          | 3" Minus Sub-base Course                            | CY   | 2050  | \$41.17      | \$84,391.67           |
| 111                          | 1-1/2" Crushed Base Course                          | CY   | 1400  | \$41.67      | \$58,333.33           |
| 112                          | Asphalt Concrete Pavement Patch (Match Ex or 4"/8") | SY   | 6150  | \$44.17      | \$271,625.00          |
| 113                          | Adjust Manhole                                      | EA   | 5     | \$989.50     | \$4,947.50            |
| 115                          | Gravel Alley Surface Repair                         | SY   | 450   | \$37.83      | \$17,025.00           |
| 116                          | Concrete Curb & Gutter                              | LF   | 4550  | \$67.00      | \$304,850.00          |
| 117                          | Concrete Valley Gutter                              | SF   | 2340  | \$19.50      | \$45,630.00           |
| 118                          | Concrete Sidewalk (4-inch Thick)                    | SF   | 22750 | \$19.33      | \$439,833.33          |
| 119                          | Asphalt Mill (1-1/2" @ 2%)                          | SY   | 7650  | \$4.55       | \$34,807.50           |
| 120                          | Sign Remove & Reset                                 | EA   | 12    | \$371.00     | \$4,452.00            |
| 121                          | Landscape Restoration (Seeding)                     | SY   | 2500  | \$7.85       | \$19,625.00           |
| <b>Construction Subtotal</b> |   |      |       |              | <b>\$1,941,942.83</b> |
| <b>Engineering (18%)</b>     |   |      |       |              | <b>\$349,549.71</b>   |
| <b>Contingency (20%)</b>     |   |      |       |              | <b>\$388,388.57</b>   |
| <b>Schedule 1 Subtotal</b>   |   |      |       |              | <b>\$2,679,881.11</b> |
|                              | Schedule 2 - Water System Improvements              |      |       |              |                       |
| 201                          | Mobilization  | LS   | 1     | \$95,000.00  | \$95,000.00           |
| 202                          | Taxes, Insurance and Bonds                          | LS   | 1     | \$50,000.00  | \$50,000.00           |
| 203                          | Traffic Control                                     | LS   | 1     | \$30,000.00  | \$30,000.00           |
| 204                          | Stormwater Management and Erosion Control           | LS   | 1     | \$25,000.00  | \$25,000.00           |
| 205                          | Temporary Water System,                             | LS   | 1     | \$50,000.00  | \$50,000.00           |
| 206                          | Unclassified Excavation                             | CY   | 3600  | \$25.50      | \$91,800.00           |
| 207                          | Non-Woven Geotextile Fabric                         | SY   | 3600  | \$2.95       | \$10,620.00           |
| 208                          | Geogrid   | SY   | 3600  | \$3.65       | \$13,140.00           |
| 209                          | 3" Minus Sub-base Course                            | CY   | 1200  | \$41.17      | \$49,400.00           |
| 210                          | 1-1/2" Crushed Base Course                          | CY   | 800   | \$41.67      | \$33,333.33           |
| 211                          | Asphalt Concrete Pavement Patch (Match Ex or 4")    | SY   | 3600  | \$44.17      | \$159,000.00          |
| 212                          | Asbestos Inspection                                 | LS   | 1     | \$10,128.00  | \$10,128.00           |
| 213                          | Remove Existing Water Main                          | LF   | 2000  | \$30.75      | \$61,500.00           |
| 214                          | Remove Existing Valve                               | EA   | 8     | \$1,008.17   | \$8,065.33            |
| 215                          | Connect to Ex. Water Main                           | EA   | 10    | \$2,986.67   | \$29,866.67           |
| 216                          | 8" C900 PVC Water Main                              | LF   | 2000  | \$83.50      | \$167,000.00          |
| 217                          | 6" C900 PVC Water Main                              | LF   | 200   | \$60.17      | \$12,033.33           |
| 218                          | 8" Gate Valve & Box                                 | EA   | 20    | \$2,287.50   | \$45,750.00           |
| 219                          | 6" Gate Valve & Box                                 | EA   | 4     | \$1,847.50   | \$7,390.00            |

|  |   |    |      |             |                |
|--|---|----|------|-------------|----------------|
| 220  | 8" Tee  | EA | 6    | \$1,250.00  | \$7,500.00     |
| 221  | 8" X 6" Reducer   | EA | 9    | \$1,094.00  | \$9,846.00     |
| 222  | Fire Hydrant Assembly   | EA | 8    | \$6,489.50  | \$51,916.00    |
| 223  | Install 1" Curb Stop w/Curb Box.)   | EA | 27   | \$881.00    | \$23,787.00    |
| 224  | Water Service Reconnection at Main Incl. new saddle and corp. stop (≤1" Dia | EA | 27   | \$1,601.50  | \$43,240.50    |
| 225  | Type 2 Pipe Bedding   | CY | 1250 | \$44.50     | \$55,625.00    |
| 226  | Imported Trench Backfill  | CY | 1250 | \$44.50     | \$55,625.00    |
| 227  | Trench Plugs  | EA | 12   | \$999.17    | \$11,990.00    |
| 228  | Exploratory Excavation  | HR | 16   | \$359.67    | \$5,754.67     |
| <b>Construction Subtotal</b>   |   |    |      |             | \$1,214,310.83 |
| <b>Engineering (18%)</b>   |   |    |      |             | \$218,575.95   |
| <b>Contingency (20%)</b>   |   |    |      |             | \$242,862.17   |
| <b>Schedule 2 Subtotal</b>   |   |    |      |             | \$1,675,748.95 |
| <b>Schedule 3 - Waste Water System Improvements</b>  |   |    |      |             |                |
| 301  | Mobilization  | LS | 1    | \$12,500.00 | \$12,500.00    |
| 302  | Taxes, Insurance and Bonds  | LS | 1    | \$6,000.00  | \$6,000.00     |
| 303  | Traffic Control   | LS | 1    | \$6,000.00  | \$6,000.00     |
| 304  | Stormwater Management and Erosion Control                                   | LS | 1    | \$6,000.00  | \$6,000.00     |
| 305  | Unclassified Excavation   | CY | 470  | \$25.50     | \$11,985.00    |
| 306  | Non-Woven Geotextile Fabric   | SY | 470  | \$2.95      | \$1,386.50     |
| 307  | Geogrid   | SY | 470  | \$3.65      | \$1,715.50     |
| 308  | 3" Minus Sub-base Course  | CY | 160  | \$41.17     | \$6,586.67     |
| 309  | 1-1/2" Crushed Base Course  | CY | 105  | \$41.67     | \$4,375.00     |
| 310  | Asphalt Concrete Pavement Patch (Match Ex or 4")                            | SY | 470  | \$44.17     | \$20,758.33    |
| 311  | 48" Sanitary Sewer Manhole  | EA | 5    | \$6,250.67  | \$31,253.33    |
| 312  | 8" PVC Sanitary Sewer Main  | LF | 300  | \$83.33     | \$25,000.00    |
| 313  | Sanitary Sewer Service Replacement  | LF | 20   | \$66.83     | \$1,336.67     |
| 314  | Type 2 Pipe Bedding   | CY | 175  | \$44.50     | \$7,787.50     |
| 315  | Imported Trench Backfill  | CY | 175  | \$44.50     | \$7,787.50     |
| 316  | Exploratory Excavation  | HR | 8    | \$359.67    | \$2,877.33     |
| <b>Construction Subtotal</b>   |   |    |      |             | \$153,349.33   |
| <b>Engineering (18%)</b>   |   |    |      |             | \$27,602.88    |
| <b>Contingency (20%)</b>   |   |    |      |             | \$30,669.87    |
| <b>Schedule 3 Subtotal</b>   |   |    |      |             | \$211,622.08   |
| * Prices are based upon the average bid prices for the 5th Ave. Waterline Reroute Project which was constructed in summer of 2021. |   |    |      | Schedule 1  | \$2,679,881.11 |
|  |   |    |      | Schedule 2  | \$1,675,748.95 |
|  |   |    |      | Schedule 3  | \$211,622.08   |

TOTAL PROJECT COST \$4,567,252.14



**File Attachments for Item:**

21. Resolution No. R21-75: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With True North Contracting For Asphalt Replacement And Repair On Various Streets And Intersections Within The City Limits.

**RESOLUTION NO. R21-75**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH TRUE NORTH CONTRACTING FOR ASPHALT  
REPLACEMENT AND REPAIR ON VARIOUS STREETS AND INTERSECTIONS  
WITHIN THE CITY LIMITS.**

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

Section 1: Approval. The contract between the City of Laurel and True North Contracting, a copy attached hereto and incorporated herein, is hereby approved. The work is authorized for the streets and intersections including 301 Montana, Montana and 4<sup>th</sup>, Washington and 5<sup>th</sup>, and Woodland and 4<sup>th</sup>, all within the City Limits.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the contract on behalf of the City.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 24<sup>th</sup> day of August 2021, 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 August 7, 2021, 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 nineteen thousand six hundred forty-nine dollars and twenty cents (\$19,649.20) 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 24<sup>th</sup> DAY OF AUGUST 2021.

CITY OF LAUREL

CONTRACTOR

---

Thomas C. Nelson, Mayor

---

True North Contracting

ATTEST:

Employer Identification Number

---

Bethany Langve, Clerk/Treasurer

---

9431 Anglers Way  
Billings Mt 59101  
jb.tnc@outlook.com  
406-850-8745



## TRUE NORTH CONTRACTING

## PROPOSAL

Date      Estimate #  
8/7/2021      8-105

City Of Laurel  
P.O. Box 10  
Laurel, MT  
59044

| Description   | Total              |
|---|--------------------|
| 301 Montana   | 894.00             |
| Prep and patch 165 sq ft of 3" thick asphalt<br>Montana and 4th   | 5,751.50           |
| Prep and pave 1,560 sq ft of 3" thick asphalt<br>Washington ant 5th   | 9,387.20           |
| Prep and pave 2,400 sq ft of 3" thick asphalt<br>Woodland and 4th   | 3,616.50           |
| Prep and pave 950 sq ft of 3" thick asphalt   |                    |
| 1. Bid does not include price for bond or traffic control.  |                    |
| 2. The signing of this proposal will serve as a binding contract between<br>True North Contracting LLC and signing party. |                    |
| 3. Thank you for the opportunity to earn your business  |                    |
| <b>Total</b>  | <b>\$19,649.20</b> |
| ACCEPTANCE OF PROPOSAL _____  |                    |
| DATE OF ACCEPTANCE _____  |                    |



**File Attachments for Item:**

22. Resolution No. R21-76: A Resolution Of The City Council Approving A Memorandum Of Understanding To Implement The Two-Year Wage And Benefit Agreement Negotiated Between The City Of Laurel And Local Union Local 316, American Federation Of State, County And Municipal Employees, AFSCME.

**RESOLUTION NO. R21-76**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING TO IMPLEMENT THE TWO-YEAR WAGE AND BENEFIT AGREEMENT NEGOTIATED BETWEEN THE CITY OF LAUREL AND LOCAL UNION LOCAL 316, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and the above Union previously negotiated a three year contract ("CBA") which required further negotiation of wages and benefits for the second and third years of the contract; and

WHEREAS, the negotiating teams met and successfully negotiated the final two years of wages and benefits to be included in the parties' CBA; and

WHEREAS, the Union and Library Board both approved the negotiated wage and benefit package on behalf of their respective members and entities as contained in the attached Memorandum of Understanding ("MOU"); and

WHEREAS, the City Council must next approve the attached MOU in order to finalize and implement the agreement between the parties.

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

Section 1: Approval. The attached agreement between the City of Laurel and the Union is hereby approved. In accordance with the terms of the agreement, such approval is retroactive to July 1, 2021.

Section 2: Execution. The Mayor, Clerk-Treasurer and City's negotiating team are hereby given authority to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

**Memorandum of Understanding  
Between**

City of Laurel ("City"), Laurel Library Board of Trustees ("Library"), and the American Federation  
of State, County, and Municipal Employees ("Union")

In accordance with Article XX – Terms, Amendments, and Modifications of the Agreement of the collective bargaining agreement (CBA 2020-2023), the City, Library, and Union negotiated wages and benefits for the remaining two years of the contract (7/1/2021, 7/1/2022).

City, Library, and Union agree as follows for all Union positions covered under the CBA:

1. Library Tech position base wage increase from \$15.90 to \$17.90 (Reference Library MOU, section 4).
2. Flex Plan increase from \$600 to \$650.
3. Retro pay to July 1, 2021.
4. Longevity Increase from \$7.75 to \$8.00.
5. Increase of boot allowance from \$200 to \$250.
6. Wages increase:
  - a. July 1, 2021: 3% increase to base wage
  - b. July 1, 2022: 2% increase to base wage

Consensus by all parties reached during Interest Base Bargaining negotiations with mediator from the Montana Board of Personnel Appeals on July 26, 2021 at 3:55pm.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Mayor

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Union President

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Library Board of Trustees, Chair

**File Attachments for Item:**

23. Resolution No. R21-77: A Resolution Of Intent To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.

**RESOLUTION NO. R21-77**

**A RESOLUTION OF INTENT TO ADOPT AN OFFICIAL SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LAUREL REPEALING ALL PREVIOUS RESOLUTIONS THAT SET FEES OR CHARGES THAT CONFLICT WITH THE SCHEDULE ATTACHED HERETO UPON ITS EFFECTIVE DATE.**

WHEREAS, the City Council previously adopted Resolution No. R06-74 establishing the City's fees and charges for various services into a Schedule of Fees and Charges to enable citizens to have immediate access to the various fees and charges levied by the City for various services in a format that is easy to obtain and simple to understand; and

WHEREAS, the Laurel Municipal Code requires the City Council to review, modify and/or update its fees and charges on an annual basis through further Resolution of the City Council; and

WHEREAS, at the direction of the City Council, Staff prepared the attached Schedule of Fees and Charges for the City Council's consideration; and,

WHEREAS, the City Council desires to have at least one public hearing to gather public input and comments prior to adopting this Resolution.

BE IT RESOLVED that the City Council hereby approves the Resolution of Intent to adopt the Schedule of Fees and Charges attached hereto for convenience.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

**CITY OF LAUREL**  
**SCHEDULE OF FEES AND CHARGES**  
**As of TUESDAY, JULY \_\_, 2020 / RESOLUTION NO. R20-\_\_**

**Administrative, City Attorney and Court Fees and Charges (except Library)**

|  |                             |
|--|-----------------------------|
| Returned Check.....  | \$30.00                     |
| Document Photocopying  |                             |
| First 3 pages .....  | No Charge                   |
| Copies in excess of 3 pages – per page .....                             | \$0.25                      |
| Research City Records (Per Hour).....                                    | \$30.00                     |
| Video Tape or DVD Copy .....   | First Copy \$25.00          |
| .....  | Each Additional Copy \$5.00 |
| Dog License Fees and Renewals before April 1 (must be renewed each year) |                             |
| Spayed Female/Neutered Male .....  | \$10.00                     |
| Un-spayed Female/Un-neutered Male .....                                  | \$15.00                     |
| Dog License Renewals after April 1                                       |                             |
| Spayed Female/Neutered Male .....  | \$20.00                     |
| Un-spayed Female/Un-neutered.....  | \$30.00                     |
| Dog Kennel before April 1 (must be renewed each year)                    |                             |
| Non-Commercial .....   | \$50.00                     |
| Commercial .....   | \$75.00                     |
| Business License   |                             |
| General .....  | \$75.00                     |
| Beer and/or Wine License .....   | \$200.00                    |
| Three Apartments.....  | \$30.00                     |
| Four Apartments .....  | \$40.00                     |
| Five or more Apartments .....  | \$75.00                     |
| Pawn Shop.....   | \$100.00                    |
| Utilities .....  | \$300.00                    |
| Amusement Machines.....  | \$50.00                     |
| Live Music .....   | \$50.00                     |
| Junk .....   | \$50.00                     |
| Liquor License .....   | \$406.00                    |
| Franchises.....  | \$300.00                    |
| Sexually Oriented Business.....  | \$500.00                    |

**Police Department Fees and Charges**

|  |         |
|--|---------|
| Victims Report.....  | \$5.00  |
| Case Report .....  | \$35.00 |
| Case Report with pictures .....                                | \$45.00 |
| Vehicle Accident Report (form only) .....                      | \$10.00 |
| Vehicle Accident Report with pictures .....                    | \$25.00 |
| Audio Recording .....  | \$50.00 |
| Vehicle Impound – Per Day 1 <sup>st</sup> week.....            | \$25.00 |
| Vehicle Impound – Per Day after 1 <sup>st</sup> week .....     | \$50.00 |
| Dog Impound Fee .....  | \$30.00 |
| Dog Boarding Fee (24 hours after notification) – Per Day ..... | \$60.00 |
| Fingerprint Card .....   | \$30.00 |
| Subsequent Fingerprint Cards – Per Card.....                   | \$5.00  |

FY21 Schedule of Fees and Charges

09/\_\_\_/2021

Resolution No. R21-\_\_\_

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**Fire Department Fees and Charges**

|  |                              |
|--|------------------------------|
| Incident Report (NFIRS Copy) .....   | \$30.00                      |
| Photograph Copies – Color (35mm) Prints .....  | Cost of Processing + \$25.00 |
| Photograph Copies – Enlargements .....   | Cost of Processing + \$25.00 |
| Photograph Copies – Digital (Copy of Disk) .....   | \$35.00                      |
| <b>Fire Suppression Fees Charged to Non-Residents or for Code or Ordinance Violations</b>                        |                              |
| Base Rate for First Hour of Response for working fires, rescue operations, hazmat or large scale incidents ..... | \$1,100.00                   |
| Base Rate for Service Assist Calls or Minor Calls .....  | \$700.00                     |
| For each Fireman .....   | \$20.00/hour                 |
| Base Rate for Assist and Investigate .....   | \$200.00/hour                |
| <b>Rates for Additional Hours after the First Hour of Any Response</b>   |                              |
| (Time calculated from time of response to return to service.)  |                              |
| Engine #1 .....  | \$250.00                     |
| Engine #2 .....  | \$250.00                     |
| Engine #4 .....  | \$200.00                     |
| Squad5 .....   | \$250.00                     |
| Tender #1 .....  | \$75.00                      |
| Tender #2 .....  | \$75.00                      |
| Support #1 .....   | \$75.00                      |
| Command 1 .....  | \$100.00                     |
| Command 2 .....  | \$100.00                     |
| Brush #1 .....   | \$100.00                     |
| Brush #2 .....   | \$100.00                     |
| Brush #3 .....   | \$100.00                     |
| Brush #5 .....   | \$100.00                     |
| Business inspection within jurisdiction – marketing fireworks, firecrackers and other pyrotechnics               | \$200.00                     |
| <b>False Fire Alarms (per year)</b>  |                              |
| First .....  | Free                         |
| Second .....   | \$100.00                     |
| Third .....  | \$200.00                     |
| Fourth + .....   | \$300.00                     |
| <b>Fire Extinguisher Training</b>  |                              |
| 10 Students .....  | \$150.00                     |
| -Additional per student .....  | \$15.00                      |

**Ambulance Service Fees**

|   |            |
|---|------------|
| Paramedic Base Rate .....                             | \$1,400.00 |
| Basic Base Rate .....                                 | \$1,100.00 |
| Mileage with Patient (per mile) .....                 | \$18.00    |
| <b>Other Charges</b>                                  |            |
| Treat Only .....                                      | \$180.00   |
| Basic Disposable Supplies .....                       | \$170.00   |
| Paramedic Disposable Supplies .....                   | \$200.00   |
| Defibrillator Supplies .....                          | \$200.00   |
| EKG Supplies .....                                    | \$50.00    |
| Wait Time .....                                       | \$55.00    |
| Extra Attendant .....                                 | \$75.00    |
| DOA Transport .....                                   | \$200.00   |
| Stand-By Rate – QRU (1 person) (per Hour) .....       | \$50.00    |
| Stand-By Rate – Ambulance (2 people) (per Hour) ..... | \$100.00   |
| Nebulizer .....                                       | \$35.00    |
| Decontamination of Ambulance .....                    | \$70.00    |
| IV Supplies .....                                     | \$50.00    |

FY21 Schedule of Fees and Charges

09/\_\_\_/2021

Resolution No. R21-\_\_\_

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|   |           |
|---|-----------|
| Glucometer.....                           | \$40.00   |
| Pulse Ox.....                             | \$20.00   |
| Spinal Immobilization.....                | \$50.00   |
| Splinting.....                            | \$25.00   |
| Supraglottic Airway (BVM/King) .....      | \$100.00  |
| Suction Kit .....                         | \$15.00   |
| Intraosseous Kit (IO).....                | \$200.00  |
| Wound Care .....                          | \$20.00   |
| Pelvic Splint (any size).....             | \$100.00  |
| Burn Kit.....                             | \$50.00   |
| Needle Decompression.....                 | \$100.00  |
| ET Intubation .....                       | \$100.00  |
| Capnography Monitoring .....              | \$15.00   |
| Cricothyrotomy .....                      | \$150.00  |
| Medication Charges                        |           |
| Adenosine.....                            | \$ 25.00  |
| Albuterol Neb 5mg.....                    | \$15.00   |
| Amiodarone.....                           | \$ 20.00  |
| Aspirin.....                              | \$10.00   |
| Atropine .....                            | \$ 30.00  |
| Benadryl Tab 25mg.....                    | \$15.00   |
| Calcium Gluconate.....                    | \$ 35.00  |
| D5W Solution .....                        | \$20.00   |
| D10W Solution per 1000 ml .....           | \$25.00   |
| D50W Solution .....                       | \$25.00   |
| Diphenhydramine Injectable 50 mg .....    | \$ 10.00  |
| Dopamine .....                            | \$ 35.00  |
| Epinephrine Injector Adult.....           | \$300.00  |
| Epinephrine Injector Pediatric.....       | \$400.00  |
| Epinephrine 1 mg/ml.....                  | \$30.00   |
| Epinephrine 1:1000 .....                  | \$ 40.00  |
| Epinephrine 1:10000 .....                 | \$ 20.00  |
| Fentanyl.....                             | \$ 30.00  |
| Furosemide.....                           | \$ 10.00  |
| Glucagon 1mg.....                         | \$450.00  |
| Haloperidol .....                         | \$15.00   |
| Humidified Oxygen .....                   | \$90.00   |
| Ipratropium Bromide Inhalant 2.5 ml ..... | \$ 5.00   |
| Ketamine .....                            | \$ 125.00 |
| Lidocaine.....                            | \$ 25.00  |
| Magnesium Sulphate .....                  | \$ 20.00  |
| Midazolam .....                           | \$ 15.00  |
| Morphine Sulfate per 10 mg .....          | \$ 30.00  |
| Narcan (Naloxone) per 2 mg.....           | \$ 55.00  |
| Nitro Tab .....                           | \$ 20.00  |
| Nitrous Oxide Administration.....         | \$ 350.00 |
| Norepinephrine.....                       | \$ 80.00  |
| NS Solution 500 cc .....                  | \$ 30.00  |
| NS Solution 1000 cc.....                  | \$ 60.00  |
| Ondansetron (Zofran) Injectable 4 mg..... | \$ 15.00  |
| Ondansetron (Zofran) Oral 4 mg .....      | \$ 2.00   |
| Oral Glucose 30 g .....                   | \$ 15.00  |
| Oxygen .....                              | \$ 80.00  |
| Sodium Bicarbonate.....                   | \$ 50.00  |



FY21 Schedule of Fees and Charges

09/\_\_\_/2021

Resolution No. R21-\_\_\_

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|   |            |
|---|------------|
| Solu-Cortef 100 mg.....                                       | \$ 75.00   |
| Solu-Medrol 125 mg .....                                      | \$ 20.00   |
| Thiamine 200 mg .....   | \$ 25.00   |
| Tranexamic Acid (TXA) .....                                   | \$ 80.00   |
| EMT Class (plus the cost of books and testing) .....          | \$500.00   |
| Advanced EMT Class (plus the cost of books and testing) ..... | \$1,500.00 |

**Water Rates & Charges**

See current resolution (Resolution No. R11-110).

Raw (untreated) Water: Base rate as per meter size, plus \$0.40/1000 gallons.

**System Development Fees (Based on Line Size):**

|              |             |
|--------------|-------------|
| ¾ Inch.....  | \$1,500.00  |
| 1 Inch.....  | \$2,685.00  |
| 1¼ Inch..... | \$4,170.00  |
| 1½ Inch..... | \$6,000.00  |
| 2 Inch.....  | \$10,710.00 |
| 3 Inch.....  | \$24,000.00 |
| 4 Inch.....  | \$42,855.00 |

Connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.

Curb Box Repair Insurance Fee: \$1.00/month per water account.

**Utility Hook-Up Fees:**

|  |            |
|--|------------|
| Water Tapping – Two Inches or Less .....     | \$250.00   |
| Water Tapping – Greater Than Two Inches..... | Fee x 1.25 |
| Labor/Operator Rate Per Hour.....            | \$40.00    |
| Heavy Equipment Rate Per Hour.....           | \$75.00    |

**Other Fees for Repairs, etc.:**

|   |  |
|---|--|
| Frozen or Damaged Meter .....                           | Replacement meter or meter parts cost plus 25% |
| Plus the Labor/Operator Rate Per Hour .....             | \$40.00  |
| OR overtime hourly rate if called out after hours ..... | \$90.00  |
| Hydrant meter rental .....                              | \$476.00/month prorated plus the total usage   |

**Utility Billing Fees and Deposits:**

|  |          |
|--|----------|
| New Accounts or Re-Establishing an Account.....                  | \$25.00  |
| Restoring Service to a Delinquent Account.....                   | \$50.00  |
| Deposit for New Meter Accounts, No Service in Previous Year..... | \$150.00 |
| Charge for check returned by bank as unpaid.....                 | \$30.00  |

**Wastewater Rates & Charges**

See current resolution (Resolution No. R11-110).

Septic dump fee..... \$40.00/minimum up to 1,000 gallons plus \$0.04/gallon thereafter;  
(Resolution No. R15-96)..... \$40.00 cleanup fee for spillage

**System Development Fees**

System Development Fees (Based on Line Size) – Sewer  
Residential

Each housing unit .....\$1,000.00  
Duplex = 2 units; Triplex = 3 units; Four-plex = 4 units; Etc.

Commercial - Based on water meter size; Includes Subdivisions for Rent or Lease

¾ Inch.....\$1,000.00  
1 Inch.....\$1,790.00  
1¼ Inch.....\$2,780.00  
1½ Inch.....\$4,000.00  
2 Inch.....\$7,140.00  
3 Inch.....\$16,000.00  
4 Inch.....\$28,570.00

Connections to the wastewater system with water meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.

**Solid Waste Fees and Charges**

See current resolution (Resolution No. R14-34).

(Resolution No. R15-101)

**(4) Multiple Containers.** Non-residential users who use multiple containers shall be assigned a volume of use variable for each container used.

Roll Off Container Set / Reset..... \$30.00  
Roll Off Container Haul..... \$150.00  
Roll Off Container Cost per Ton..... Current City of Billings' landfill rates  
Replacement Waste Container (due to negligence)..... Cost x \$1.50  
All Tires..... \$5.00/tire  
Container Site Waste - Business and Non-City Residents and/or City Residents that do not use City Solid Waste Services  
Minimum..... \$5.00  
Per Cubic Yard..... \$10.00

**Non-Residential Garbage Disposal Rate Schedule**

See current resolution.

**Park and Recreation Fees and Charges**

Shelter Reservation .....\$40.00  
Special Events in Parks .....\$50.00/one day  
.....\$75.00/two days  
Youth Sports in Parks .....No Charge

Riverside Park Camping Fees

~~Tent Space (per night) With water and electricity~~ ..... ~~\$1020.00 per night~~  
~~Back in Space (per night) With no water~~ ..... ~~\$15.00 per night~~  
~~Pull Through Space (per night) Tent camping~~ ..... ~~\$2042.00 per night~~

Riverside Park Building Reservation Fee

~~Small Meeting Room~~ ..... ~~\$30.00~~  
~~Large Meeting Room W/ Kitchen~~ ..... ~~\$300.00~~  
~~Damage/Cleaning Deposit (Refundable upon Inspection)~~ ..... ~~\$300.00~~  
~~Monthly (12) Meetings in Small Meeting Room W/ Use of Large Room Once~~ ..... ~~\$500.00 per year~~

**Library**

Photocopy Fees (per page).....\$0.10  
Printer Fees

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|  |                |
|--|----------------|
| Black and White (per page).....                            | \$0.10         |
| Lost or Damaged Book .....                                 | Cost           |
| Library Cards for Non-Residents                            |                |
| For Three Months (Minimum) .....                           | No Charge      |
| Per Year.....  | No Charge      |
| Interlibrary Loan Postage (per item).....                  | \$2.00 After 3 |
| Community Room   |                |
| Use during library hours.....                              | \$3.00/hour    |
| Use after hours (per hour or any portion of an hour) ..... | \$30.00        |
| Refundable Cleaning Deposit .....                          | \$30.00        |
| Library Card Replacement Fee (per Card).....               | \$2.00         |
| Fax Fees (per page).....                                   | \$0.25 Send    |
| .....  | \$0.10 Receive |

**Cemetery Fees**

(Please Note: Cemetery caretaker must be present at all interments.)

(Please Note: Burials are not permitted on Sundays, holidays or Saturday afternoons.)

|  |           |
|--|-----------|
| City Residents   |           |
| Full Grave .....   | \$350.00  |
| Baby Grave .....   | \$200.00  |
| Non-Residents  |           |
| Full Grave .....   | \$500.00  |
| Baby Grave .....   | \$250.00  |
| Opening and Closing                                      |           |
| Full Grave .....   | \$280.00  |
| Full Grave on Saturday mornings .....                    | \$380.00  |
| Baby Grave .....   | \$200.00  |
| Baby Grave on Saturday mornings .....                    | \$250.00  |
| Cremation.....   | \$150.00  |
| Cremation on Saturday mornings.....                      | \$200.00  |
| Two Cremations on single plot .....                      | \$225.00  |
| Two Cremations on single plot on Saturdays .....         | \$ 300.00 |
| Set Cremation Urn at existing Headstones .....           | \$10.00   |
| Private Sale of any plot (transfer processing fee) ..... | \$25.00   |
| Disinterment fee for a full burial .....                 | \$300.00  |
| Disinterment fee for cremains.....                       | \$225.00  |

| <u>Planning Item</u>  | <u>Fee</u>         | <u>Notes</u>          |
|---|--------------------|-----------------------|
| <u>Annexation into the City of Laurel (80 acres or less)</u>                  | <u>\$ 500.00</u>   | <u>+ \$25.00/acre</u> |
| <u>Annexation into the City of Laurel (81 acres or more)</u>                  | <u>\$ 500.00</u>   | <u>+ \$45.00/acre</u> |
| <u>Cash in Lieu of Parking spaces except in the Central Business District</u> | <u>\$ 1,500.00</u> | <u>-</u>              |
| <u>Conditional Use Application (Commercial)</u>                               | <u>\$ 1,250.00</u> | <u>-</u>              |
| <u>Conditional Use Application (Residential)</u>                              | <u>\$ 750.00</u>   | <u>-</u>              |
| <u>Floodplain Permit</u>  | <u>\$ 200.00</u>   | <u>-</u>              |
| <u>Home Occupations</u>   | <u>\$ 100.00</u>   | <u>-</u>              |
| <u>Outdoor Seating</u>  | <u>\$ 100.00</u>   | <u>-</u>              |
| <u>Planned Unit Development (PUD)</u>   | <u>\$ 1,500.00</u> | <u>+ \$45.00/acre</u> |
| <u>Review of Buildings for Lease or Rent</u>                                  | <u>\$ 250.00</u>   | <u>-</u>              |

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|  |             |                |
|--|-------------|----------------|
| Site Plan Review Fee (Commercial)  | \$ 500.00   | -              |
| Site Plan Review Fee (Residential)   | \$ 350.00   | -              |
| Special Review (Commercial)  | \$ 1,250.00 | -              |
| Special Review (Residential)   | \$ 750.00   | -              |
| Special Review Applications resubmitted within one year of a withdrawal request made after the legal advertising | \$ 500.00   | -              |
| Staff Research   | \$ 35.00    | Per Hour       |
| Temporary Use Permit   | \$ 325.00   | -              |
| Vacation of Street or Alley  | \$ 150.00   | -              |
| Variance (Commercial)  | \$ 1,250.00 | -              |
| Variance (Residential)   | \$ 750.00   | -              |
| Variance Applications resubmitted within one year of a withdrawal request made after the legal advertising       | \$ 750.00   | -              |
| Zone Change  | \$ 1,250.00 | + \$45.00/acre |
| Zone Change Applications resubmitted within 1 year of a withdrawal request made after the legal advertising      | \$ 750.00   | -              |
| Zoning Compliance/Verification Letter  | \$ 125.00   | -              |
| Zoning Map Amendment   | \$ 1,500.00 | + \$45.00/acre |

| <u>Subdivision Item</u>  | <u>Subdivision Fee</u> | <u>Notes</u>  |
|--|------------------------|---------------|
| -  | -                      | -             |
| Corrections or Adjustments to Plats, Conditions, and Supporting Documents after Preliminary Plat Approval: | \$ 250.00              | -             |
| Corrections or Vacations of Recorded Final Subdivision Plats or Supporting Documents                       | \$ 250.00              | -             |
| Exempt Subdivision   | \$ 200.00              | -             |
| Final Plat (Minor)   | \$ 1,250.00            | -             |
| Final Plat, Major Subdivision, 6 to 40 lots  | \$ 1,500.00            | -             |
| Final Plat, Major Subdivision, 41 to 200 lots  | \$ 2,250.00            | -             |
| Final Plat, Major Subdivision, Over 200 lots   | \$ 3,000.00            | -             |
| Major Adjustments for Minor Subdivisions   | \$ 500.00              | -             |
| Major Adjustments for Major Subdivision, 6 to 40 lots  | \$ 1,250.00            | -             |
| Major Adjustments for Major Subdivision, 41 to 200 lots  | \$ 1,750.00            | -             |
| Major Adjustments for Major Subdivision, Over 200 lots   | \$ 2,250.00            | -             |
| Minor Adjustments, Major and Minor Subdivisions  | \$ 250.00              | -             |
| Pre-Application Meeting  | \$ 600.00              | + \$50.00/lot |
| Preliminary Plat (Minor)   | \$ 1,750.00            | + \$50.00/lot |
| Preliminary Plat, Major Subdivision, 6 to 40 lots  | \$ 2,000.00            | + \$25.00/lot |
| Preliminary Plat, Major Subdivision, 41 to 200 lots  | \$ 2,750.00            | + \$25.00/lot |
| Preliminary Plat, Major Subdivision, Over 200 lots   | \$ 3,500.00            | + \$25.00/lot |
| Subdivision for Rent or Lease, Final Plan  | \$ 1,000.00            | -             |
| Subdivision for Rent or Lease, Preliminary Plan  | \$ 1,500.00            | -             |
| <b>All Appeals the same as the Application Fee</b>   | -                      | -             |

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| <u>Building Permit</u>   | <u>Fee</u> | <u>Notes</u> |
|--|------------|--------------|
| Additional Plan Review required by changes, additions or revisions to plans (minimum charge - one half hour) | \$ 47.00   | Per Hour     |

|  |           |                            |
|--|-----------|----------------------------|
| Additional Re-Inspection Fee                                 | \$ 50.00  | -                          |
| Building Permit  | -         | See Appendix A             |
| Demolition Permit  | -         | See Appendix A             |
| Encroachment Permit  | \$ 100.00 | -                          |
| Fence Permit   | \$ 75.00  | -                          |
| Fire Inspection (includes one follow up inspection)          | \$ 50.00  | -                          |
| Mobile Home Blocking Permit (includes two-meter inspections) | \$ 75.00  | -                          |
| Moving Permit  | \$ 200.00 | -                          |
| Photocopies (over 3 pages)                                   | \$ 0.25   | Per Page                   |
| Plan Review (Commercial)                                     | -         | 65% of Building Permit Fee |
| Plan Review (Residential)                                    | -         | 50% of Building Permit Fee |
| Plotter Photocopies  | \$ 7.00   | Per page                   |
| Right-of-way Excavation Permit (Gravel)                      | \$ 100.00 | -                          |
| Right-of-way Excavation Permit (Paved)                       | \$ 150.00 | -                          |
| Roofing Permit (Commercial)                                  | \$ 200.00 | -                          |
| Roofing Permit (Residential)                                 | \$ 100.00 | -                          |
| Sidewalk, Driveway Approach, Curb & Gutter Permit            | \$ 100.00 | -                          |
| Sign Permit  | -         | See Appendix A             |
| Sign Plan Review Fees  | -         | 50% of Sign Permit Fee     |
| Temporary Sign Permit  | \$ 50.00  | -                          |
| Temporary Structure Permit                                   | \$ 100.00 | -                          |

#### APPENDIX A: BUILDING PERMIT FEES

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Building permit fees are determined by the total valuation of the project. For new construction and additions, the total valuation is determined by the most recent Valuation data as published by the International Code Council. For remodel projects, the total valuation is based on the documented project cost. (RPR is Residential Plan Review, CPR is Commercial Plan Review)

| Valuation         | BP Fee   | RPR Fee  | CPR Fee  | Valuation           | BP Fee    | RPR Fee   | CPR Fee   |
|-------------------|----------|----------|----------|---------------------|-----------|-----------|-----------|
| \$1 - \$500       | \$ 36.00 | \$ 18.00 | \$ 23.40 | \$25,001 - \$26,000 | \$ 601.50 | \$ 300.75 | \$ 390.98 |
| \$501 - \$600     | \$ 40.50 | \$ 20.25 | \$ 26.33 | \$26,001 - \$27,000 | \$ 616.50 | \$ 308.25 | \$ 400.73 |
| \$601 - \$700     | \$ 45.00 | \$ 22.50 | \$ 29.25 | \$27,001 - \$28,000 | \$ 633.00 | \$ 316.50 | \$ 411.45 |
| \$701 - \$800     | \$ 49.50 | \$ 24.75 | \$ 32.18 | \$28,001 - \$29,000 | \$ 648.00 | \$ 324.00 | \$ 421.20 |
| \$801 - \$900     | \$ 54.00 | \$ 27.00 | \$ 35.10 | \$29,001 - \$30,000 | \$ 663.00 | \$ 331.50 | \$ 430.95 |
| \$901 - \$1,000   | \$ 58.50 | \$ 29.25 | \$ 38.03 | \$30,001 - \$31,000 | \$ 678.00 | \$ 339.00 | \$ 440.70 |
| \$1,001 - \$1,100 | \$ 63.00 | \$ 31.50 | \$ 40.95 | \$31,001 - \$32,000 | \$ 693.00 | \$ 346.50 | \$ 450.45 |
| \$1,101 - \$1,200 | \$ 67.50 | \$ 33.75 | \$ 43.88 | \$32,001 - \$33,000 | \$ 708.00 | \$ 354.00 | \$ 460.20 |

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|                            |                  |                  |                  |                            |                    |                  |                  |
|----------------------------|------------------|------------------|------------------|----------------------------|--------------------|------------------|------------------|
| <u>\$1,201 - \$1,300</u>   | <u>\$ 72.00</u>  | <u>\$ 36.00</u>  | <u>\$ 46.80</u>  | <u>\$33,001 - \$34,000</u> | <u>\$ 723.00</u>   | <u>\$ 361.50</u> | <u>\$ 469.95</u> |
| <u>\$1,301 - \$1,400</u>   | <u>\$ 76.50</u>  | <u>\$ 38.25</u>  | <u>\$ 49.73</u>  | <u>\$34,001 - \$35,000</u> | <u>\$ 738.00</u>   | <u>\$ 369.00</u> | <u>\$ 479.70</u> |
| <u>\$1,401 - \$1,500</u>   | <u>\$ 81.00</u>  | <u>\$ 40.50</u>  | <u>\$ 52.65</u>  | <u>\$35,001 - \$36,000</u> | <u>\$ 753.00</u>   | <u>\$ 376.50</u> | <u>\$ 489.45</u> |
| <u>\$1,501 - \$1,600</u>   | <u>\$ 85.50</u>  | <u>\$ 42.75</u>  | <u>\$ 55.58</u>  | <u>\$36,001 - \$37,000</u> | <u>\$ 768.00</u>   | <u>\$ 384.00</u> | <u>\$ 499.20</u> |
| <u>\$1,601 - \$1,700</u>   | <u>\$ 90.00</u>  | <u>\$ 45.00</u>  | <u>\$ 58.50</u>  | <u>\$37,001 - \$38,000</u> | <u>\$ 784.50</u>   | <u>\$ 392.25</u> | <u>\$ 509.93</u> |
| <u>\$1,701 - \$1,800</u>   | <u>\$ 94.50</u>  | <u>\$ 47.25</u>  | <u>\$ 61.43</u>  | <u>\$38,001 - \$39,000</u> | <u>\$ 799.50</u>   | <u>\$ 399.75</u> | <u>\$ 519.68</u> |
| <u>\$1,801 - \$1,900</u>   | <u>\$ 99.00</u>  | <u>\$ 49.50</u>  | <u>\$ 64.35</u>  | <u>\$39,001 - \$40,000</u> | <u>\$ 814.50</u>   | <u>\$ 407.25</u> | <u>\$ 529.43</u> |
| <u>\$1,901 - \$2,000</u>   | <u>\$ 103.50</u> | <u>\$ 51.75</u>  | <u>\$ 67.28</u>  | <u>\$40,001 - \$41,000</u> | <u>\$ 829.50</u>   | <u>\$ 414.75</u> | <u>\$ 539.18</u> |
| <u>\$2,001 - \$3,000</u>   | <u>\$ 124.50</u> | <u>\$ 62.25</u>  | <u>\$ 80.93</u>  | <u>\$41,001 - \$42,000</u> | <u>\$ 844.50</u>   | <u>\$ 422.25</u> | <u>\$ 548.93</u> |
| <u>\$3,001 - \$4,000</u>   | <u>\$ 145.50</u> | <u>\$ 72.75</u>  | <u>\$ 94.58</u>  | <u>\$42,001 - \$43,000</u> | <u>\$ 859.50</u>   | <u>\$ 429.75</u> | <u>\$ 558.68</u> |
| <u>\$4,001 - \$5,000</u>   | <u>\$ 166.50</u> | <u>\$ 83.25</u>  | <u>\$ 108.23</u> | <u>\$43,001 - \$44,000</u> | <u>\$ 874.50</u>   | <u>\$ 437.25</u> | <u>\$ 568.43</u> |
| <u>\$5,001 - \$6,000</u>   | <u>\$ 187.50</u> | <u>\$ 93.75</u>  | <u>\$ 121.88</u> | <u>\$44,001 - \$45,000</u> | <u>\$ 889.50</u>   | <u>\$ 444.75</u> | <u>\$ 578.18</u> |
| <u>\$6,001 - \$7,000</u>   | <u>\$ 208.50</u> | <u>\$ 104.25</u> | <u>\$ 135.53</u> | <u>\$45,001 - \$46,000</u> | <u>\$ 904.50</u>   | <u>\$ 452.25</u> | <u>\$ 587.93</u> |
| <u>\$7,001 - \$8,000</u>   | <u>\$ 229.50</u> | <u>\$ 114.75</u> | <u>\$ 149.18</u> | <u>\$46,001 - \$47,000</u> | <u>\$ 919.50</u>   | <u>\$ 459.75</u> | <u>\$ 597.68</u> |
| <u>\$8,001 - \$9,000</u>   | <u>\$ 250.50</u> | <u>\$ 125.25</u> | <u>\$ 162.83</u> | <u>\$47,001 - \$48,000</u> | <u>\$ 934.50</u>   | <u>\$ 467.25</u> | <u>\$ 607.43</u> |
| <u>\$9,001 - \$10,000</u>  | <u>\$ 271.50</u> | <u>\$ 135.75</u> | <u>\$ 176.48</u> | <u>\$48,001 - \$49,000</u> | <u>\$ 949.50</u>   | <u>\$ 474.75</u> | <u>\$ 617.18</u> |
| <u>\$10,001 - \$11,000</u> | <u>\$ 292.50</u> | <u>\$ 146.25</u> | <u>\$ 190.13</u> | <u>\$49,001 - \$50,000</u> | <u>\$ 964.50</u>   | <u>\$ 482.25</u> | <u>\$ 626.93</u> |
| <u>\$11,001 - \$12,000</u> | <u>\$ 313.50</u> | <u>\$ 156.75</u> | <u>\$ 203.78</u> | <u>\$50,001 - \$51,000</u> | <u>\$ 976.50</u>   | <u>\$ 488.25</u> | <u>\$ 634.73</u> |
| <u>\$12,001 - \$13,000</u> | <u>\$ 334.50</u> | <u>\$ 167.25</u> | <u>\$ 217.43</u> | <u>\$51,001 - \$52,000</u> | <u>\$ 987.00</u>   | <u>\$ 493.50</u> | <u>\$ 641.55</u> |
| <u>\$13,001 - \$14,000</u> | <u>\$ 355.50</u> | <u>\$ 177.75</u> | <u>\$ 231.08</u> | <u>\$52,001 - \$53,000</u> | <u>\$ 997.50</u>   | <u>\$ 498.75</u> | <u>\$ 648.38</u> |
| <u>\$14,001 - \$15,000</u> | <u>\$ 376.50</u> | <u>\$ 188.25</u> | <u>\$ 244.73</u> | <u>\$53,001 - \$54,000</u> | <u>\$ 1,008.00</u> | <u>\$ 504.00</u> | <u>\$ 655.20</u> |
| <u>\$15,001 - \$16,000</u> | <u>\$ 397.50</u> | <u>\$ 198.75</u> | <u>\$ 258.38</u> | <u>\$54,001 - \$55,000</u> | <u>\$ 1,018.50</u> | <u>\$ 509.25</u> | <u>\$ 662.03</u> |
| <u>\$16,001 - \$17,000</u> | <u>\$ 418.50</u> | <u>\$ 209.25</u> | <u>\$ 272.03</u> | <u>\$55,001 - \$56,000</u> | <u>\$ 1,029.00</u> | <u>\$ 514.50</u> | <u>\$ 668.85</u> |
| <u>\$17,001 - \$18,000</u> | <u>\$ 439.50</u> | <u>\$ 219.75</u> | <u>\$ 285.68</u> | <u>\$56,001 - \$57,000</u> | <u>\$ 1,039.50</u> | <u>\$ 519.75</u> | <u>\$ 675.68</u> |
| <u>\$18,001 - \$19,000</u> | <u>\$ 460.50</u> | <u>\$ 230.25</u> | <u>\$ 299.33</u> | <u>\$57,001 - \$58,000</u> | <u>\$ 1,050.00</u> | <u>\$ 525.00</u> | <u>\$ 682.50</u> |
| <u>\$19,001 - \$20,000</u> | <u>\$ 481.50</u> | <u>\$ 240.75</u> | <u>\$ 312.98</u> | <u>\$58,001 - \$59,000</u> | <u>\$ 1,060.50</u> | <u>\$ 530.25</u> | <u>\$ 689.33</u> |
| <u>\$20,001 - \$21,000</u> | <u>\$ 502.50</u> | <u>\$ 251.25</u> | <u>\$ 326.63</u> | <u>\$59,001 - \$60,000</u> | <u>\$ 1,071.00</u> | <u>\$ 535.50</u> | <u>\$ 696.15</u> |
| <u>\$21,001 - \$22,000</u> | <u>\$ 523.50</u> | <u>\$ 261.75</u> | <u>\$ 340.28</u> | <u>\$60,001 - \$61,000</u> | <u>\$ 1,081.50</u> | <u>\$ 540.75</u> | <u>\$ 702.98</u> |
| <u>\$22,001 - \$23,000</u> | <u>\$ 544.50</u> | <u>\$ 272.25</u> | <u>\$ 353.93</u> | <u>\$61,001 - \$62,000</u> | <u>\$ 1,092.00</u> | <u>\$ 546.00</u> | <u>\$ 709.80</u> |
| <u>\$23,001 - \$24,000</u> | <u>\$ 565.50</u> | <u>\$ 282.75</u> | <u>\$ 367.58</u> | <u>\$62,001 - \$63,000</u> | <u>\$ 1,102.50</u> | <u>\$ 551.25</u> | <u>\$ 716.63</u> |
| <u>\$24,001 - \$25,000</u> | <u>\$ 586.50</u> | <u>\$ 293.25</u> | <u>\$ 381.23</u> | <u>\$63,001 - \$64,000</u> | <u>\$ 1,113.00</u> | <u>\$ 556.50</u> | <u>\$ 723.45</u> |

| <u>Valuation</u>           | <u>BP Fee</u>      | <u>RPR Fee</u>   | <u>CPR Fee</u>   |
|----------------------------|--------------------|------------------|------------------|
| <u>\$64,001 - \$65,000</u> | <u>\$ 1,123.50</u> | <u>\$ 561.75</u> | <u>\$ 730.28</u> |
| <u>\$65,001 - \$66,000</u> | <u>\$ 1,134.00</u> | <u>\$ 567.00</u> | <u>\$ 737.10</u> |
| <u>\$66,001 - \$67,000</u> | <u>\$ 1,144.50</u> | <u>\$ 572.25</u> | <u>\$ 743.93</u> |
| <u>\$67,001 - \$68,000</u> | <u>\$ 1,155.00</u> | <u>\$ 577.50</u> | <u>\$ 750.75</u> |
| <u>\$68,001 - \$69,000</u> | <u>\$ 1,165.50</u> | <u>\$ 582.75</u> | <u>\$ 757.58</u> |
| <u>\$69,001 - \$70,000</u> | <u>\$ 1,176.00</u> | <u>\$ 588.00</u> | <u>\$ 764.40</u> |
| <u>\$70,001 - \$71,000</u> | <u>\$ 1,186.50</u> | <u>\$ 593.25</u> | <u>\$ 771.23</u> |
| <u>\$71,001 - \$72,000</u> | <u>\$ 1,197.00</u> | <u>\$ 598.50</u> | <u>\$ 778.05</u> |
| <u>\$72,001 - \$73,000</u> | <u>\$ 1,207.50</u> | <u>\$ 603.75</u> | <u>\$ 784.88</u> |
| <u>\$73,001 - \$74,000</u> | <u>\$ 1,218.00</u> | <u>\$ 609.00</u> | <u>\$ 791.70</u> |
| <u>\$74,001 - \$75,000</u> | <u>\$ 1,228.50</u> | <u>\$ 614.25</u> | <u>\$ 798.53</u> |
| <u>\$75,001 - \$76,000</u> | <u>\$ 1,239.00</u> | <u>\$ 619.50</u> | <u>\$ 805.35</u> |
| <u>\$76,001 - \$77,000</u> | <u>\$ 1,249.50</u> | <u>\$ 624.75</u> | <u>\$ 812.18</u> |

\$100,001 - \$500,000: \$1491.00  
for the first \$100,000, plus \$6.40  
for each additional \$1,000 or  
portion thereof.

\$500,001 - \$1,000,000: \$4,051.00  
for the first \$500,000 plus \$5.47  
for each additional \$1,000 or  
portion thereof.

\$1,000,000 and up: \$6,239.00 for

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|                      |             |           |           |
|----------------------|-------------|-----------|-----------|
| \$77,001 - \$78,000  | \$ 1,260.00 | \$ 630.00 | \$ 819.00 |
| \$78,001 - \$79,000  | \$ 1,270.50 | \$ 635.25 | \$ 825.83 |
| \$79,001 - \$80,000  | \$ 1,281.00 | \$ 640.50 | \$ 832.65 |
| \$80,001 - \$81,000  | \$ 1,291.50 | \$ 645.75 | \$ 839.48 |
| \$81,001 - \$82,000  | \$ 1,302.00 | \$ 651.00 | \$ 846.30 |
| \$82,001 - \$83,000  | \$ 1,312.50 | \$ 656.25 | \$ 853.13 |
| \$83,001 - \$84,000  | \$ 1,323.00 | \$ 661.50 | \$ 859.95 |
| \$84,001 - \$85,000  | \$ 1,333.50 | \$ 666.75 | \$ 866.78 |
| \$85,001 - \$86,000  | \$ 1,344.00 | \$ 672.00 | \$ 873.60 |
| \$86,001 - \$87,000  | \$ 1,354.50 | \$ 677.25 | \$ 880.43 |
| \$87,001 - \$88,000  | \$ 1,365.00 | \$ 682.50 | \$ 887.25 |
| \$88,001 - \$89,000  | \$ 1,375.50 | \$ 687.75 | \$ 894.08 |
| \$89,001 - \$90,000  | \$ 1,386.00 | \$ 693.00 | \$ 900.90 |
| \$90,001 - \$91,000  | \$ 1,396.50 | \$ 698.25 | \$ 907.73 |
| \$91,001 - \$92,000  | \$ 1,407.00 | \$ 703.50 | \$ 914.55 |
| \$92,001 - \$93,000  | \$ 1,417.50 | \$ 708.75 | \$ 921.38 |
| \$93,001 - \$94,000  | \$ 1,428.00 | \$ 714.00 | \$ 928.20 |
| \$94,001 - \$95,000  | \$ 1,438.50 | \$ 719.25 | \$ 935.03 |
| \$95,001 - \$96,000  | \$ 1,449.00 | \$ 724.50 | \$ 941.85 |
| \$96,001 - \$97,000  | \$ 1,459.50 | \$ 729.75 | \$ 948.68 |
| \$97,001 - \$98,000  | \$ 1,470.00 | \$ 735.00 | \$ 955.50 |
| \$98,001 - \$99,000  | \$ 1,480.50 | \$ 740.25 | \$ 962.33 |
| \$99,001 - \$100,000 | \$ 1,491.00 | \$ 745.50 | \$ 969.15 |

the first \$1,000,000 plus \$4.58 for each additional \$1,000 or portion thereof.

Residential Plan Review = 50% of Permit Fee

Commercial Plan Review = 65% of Permit Fee

**If work has started prior to issuance of a permit, the Building Permit Fee will double.**

**Planning Fees**

|  |                             |
|--|-----------------------------|
| Site Plan Review Fee (Residential).....                                      | \$ 100.00                   |
| Site Plan Review Fee (Commercial).....                                       | \$ 350.00                   |
| Zone Change .....  | \$ 1,100 + \$25.00/acre     |
| All Zone Change Applications resubmitted within 1 year                       |                             |
| — of a withdrawal request made after the legal advertising .....             | \$550.00                    |
| Conditional Use Application (Residential) .....                              | \$550.00                    |
| Conditional Use Application (Commercial) .....                               | \$1,100.00                  |
| Special Review (Residential) .....   | \$350.00                    |
| Special Review (Commercial) .....  | \$ 550.00                   |
| All Special Review Applications resubmitted within one year                  |                             |
| — of a withdrawal request made after the legal advertising .....             | \$550.00                    |
| Annexation into the City of Laurel (80 acres or less) .....                  | \$300.00 + \$25.00/acre     |
| Annexation into the City of Laurel (81 acres or more) .....                  | \$300.00 + \$35.00/acre     |
| Home Occupations .....   | \$ 75.00                    |
| Temporary Use Permit .....   | \$325.00                    |
| Vacation of Street or Alley .....  | \$150.00                    |
| Variance (Residential) .....   | \$ 500.00                   |
| Variance (Commercial) .....  | \$1,100.00                  |
| All Variance Applications resubmitted within one year                        |                             |
| — of a withdrawal request made after the legal advertising .....             | \$500.00                    |
| Zoning Map Amendment .....   | \$ 1,100.00 + \$ 25.00/acre |
| Staff Research .....   | \$ 35.00/hour               |
| Cash in Lieu of Parking Spaces Except in the Central Business District ..... | \$ 1,000.00                 |
| Outdoor Seating .....  | \$ 75.00                    |
| Floodplain Permit .....  | \$ 200.00                   |

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|   |           |
|---|-----------|
| Review of Buildings for Lease or Rent ..... | \$ 200.00 |
| Zoning Compliance Fee .....                 | \$ 100.00 |

**Subdivision Application Fees**

|  |                          |
|--|--------------------------|
| Pre Application Meeting .....  | \$550.00 + \$25.00/Lot   |
| Preliminary Plat (Major) .....   | \$1,375.00 + \$50.00/Lot |
| Preliminary Plat (Minor) .....   | \$600.00 + \$50.00/Lot   |
| Final Plat (Major) .....   | \$750.00 + \$25.00/Lot   |
| Final Plat (Minor) .....   | \$550.00 + \$25.00/Lot   |
| Planned Unit Development (PDU) Concept Plan .....  | \$550.00                 |
| Planned Unit Development (PDU) Preliminary Plan .....  | \$1,100.00 + \$25.00/Lot |
| Planned Unit Development (PDU) Final Plan .....  | \$550.00                 |
| Subdivision for Rent or Lease Preliminary Plan .....   | \$1,375.00               |
| Subdivision for Rent or Lease Final Plan .....   | \$550.00                 |
| Exempt Subdivision .....   | \$200.00                 |
| Corrections or Vacation of Recorded Final Subdivision Plats or Supporting Documents .....                  | \$250.00                 |
| Corrections or Adjustments to Plats, Conditions, and Supporting Documents after Preliminary Plat Approval: |                          |
| Minor Adjustments .....  | \$250.00                 |
| Major Adjustments:   |                          |
| Major Subdivisions affecting:  |                          |
| 6 to 40 Lots .....   | \$1,100.00               |
| 41 to 200 Lots .....   | \$3,300.00               |
| Over 200 Lots .....  | \$4,400.00               |
| Minor Subdivisions .....   | \$440.00                 |
| All Appeals the Same as Application Fee  |                          |

**Building Permit Fees**

|   |                                   |
|---|-----------------------------------|
| Building Permits .....  | See Appendix A                    |
| Fence Permits .....   | \$50.00                           |
| Plan Review .....   | 35% of Building Permit Fee        |
| Demolition Permits .....  | See Appendix A                    |
| Re Inspection .....   | \$50.00                           |
| Moving Permit .....   | \$50.00                           |
| Mobile Home Inspection (Blocking permit includes two meter inspections) ..... | \$50.00                           |
| Mobile Home Water Meter Inspection .....                                      | \$25.00 per additional inspection |
| Permit to Work in the Right of Way — Gravel Surface .....                     | \$75.00                           |
| Permit to Work in the Right of Way — Paved Surface .....                      | \$125.00                          |
| Eneachment Permit (per Year) .....  | \$75.00                           |
| Approach, Sidewalk, Curb, and Gutter .....                                    | \$75.00                           |
| Residential Roofing Permit .....  | \$75.00                           |
| Commercial Roofing Permit .....   | See Appendix A                    |
| Sign Permit .....   | See Appendix A                    |
| Temporary Sign Permit .....   | \$50.00                           |
| Fire Inspection (Initial and One Follow-Up) .....                             | \$35.00                           |
| Fire Inspection (per additional inspection) .....                             | \$10.00                           |



### APPENDIX A: BUILDING PERMIT FEES

Building Permit Fees are determined by the **Total Valuation** of the project. For **new construction and additions** the total valuation is determined by the most recent Valuation Data as published by the International Code Council. For **remodel projects**, the total valuation is based on the documented project cost.

| Total Project Cost  |                     |                  | Permit              |                     |                  | Total Project Cost  |                      |                  | Permit              |                     |                  | Total Project Cost  |                     |                  | Permit              |                      |                  |
|---------------------|---------------------|------------------|---------------------|---------------------|------------------|---------------------|----------------------|------------------|---------------------|---------------------|------------------|---------------------|---------------------|------------------|---------------------|----------------------|------------------|
| From                | To                  | Fee              | From                | To                  | Fee              | From                | To                   | Fee              | From                | To                  | Fee              | From                | To                  | Fee              | From                | To                   | Fee              |
| <del>\$1</del>      | <del>\$500</del>    | <del>\$24</del>  | <del>\$24,001</del> | <del>\$25,000</del> | <del>\$391</del> | <del>\$62,001</del> | <del>\$63,000</del>  | <del>\$735</del> | <del>\$1,001</del>  | <del>\$1,100</del>  | <del>\$42</del>  | <del>\$34,001</del> | <del>\$35,000</del> | <del>\$492</del> | <del>\$72,001</del> | <del>\$73,000</del>  | <del>\$805</del> |
| <del>\$501</del>    | <del>\$600</del>    | <del>\$27</del>  | <del>\$25,001</del> | <del>\$26,000</del> | <del>\$401</del> | <del>\$63,001</del> | <del>\$64,000</del>  | <del>\$742</del> | <del>\$1,101</del>  | <del>\$1,200</del>  | <del>\$45</del>  | <del>\$35,001</del> | <del>\$36,000</del> | <del>\$502</del> | <del>\$73,001</del> | <del>\$74,000</del>  | <del>\$812</del> |
| <del>\$601</del>    | <del>\$700</del>    | <del>\$30</del>  | <del>\$26,001</del> | <del>\$27,000</del> | <del>\$411</del> | <del>\$64,001</del> | <del>\$65,000</del>  | <del>\$749</del> | <del>\$1,201</del>  | <del>\$1,300</del>  | <del>\$48</del>  | <del>\$36,001</del> | <del>\$37,000</del> | <del>\$512</del> | <del>\$74,001</del> | <del>\$75,000</del>  | <del>\$819</del> |
| <del>\$701</del>    | <del>\$800</del>    | <del>\$33</del>  | <del>\$27,001</del> | <del>\$28,000</del> | <del>\$422</del> | <del>\$65,001</del> | <del>\$66,000</del>  | <del>\$756</del> | <del>\$1,301</del>  | <del>\$1,400</del>  | <del>\$51</del>  | <del>\$37,001</del> | <del>\$38,000</del> | <del>\$523</del> | <del>\$75,001</del> | <del>\$76,000</del>  | <del>\$826</del> |
| <del>\$801</del>    | <del>\$900</del>    | <del>\$36</del>  | <del>\$28,001</del> | <del>\$29,000</del> | <del>\$432</del> | <del>\$66,001</del> | <del>\$67,000</del>  | <del>\$763</del> | <del>\$1,401</del>  | <del>\$1,500</del>  | <del>\$54</del>  | <del>\$38,001</del> | <del>\$39,000</del> | <del>\$533</del> | <del>\$76,001</del> | <del>\$77,000</del>  | <del>\$833</del> |
| <del>\$901</del>    | <del>\$1,000</del>  | <del>\$39</del>  | <del>\$29,001</del> | <del>\$30,000</del> | <del>\$442</del> | <del>\$67,001</del> | <del>\$68,000</del>  | <del>\$770</del> | <del>\$1,501</del>  | <del>\$1,600</del>  | <del>\$57</del>  | <del>\$39,001</del> | <del>\$40,000</del> | <del>\$543</del> | <del>\$77,001</del> | <del>\$78,000</del>  | <del>\$840</del> |
| <del>\$1,001</del>  | <del>\$1,100</del>  | <del>\$42</del>  | <del>\$30,001</del> | <del>\$31,000</del> | <del>\$452</del> | <del>\$68,001</del> | <del>\$69,000</del>  | <del>\$777</del> | <del>\$1,601</del>  | <del>\$1,700</del>  | <del>\$60</del>  | <del>\$40,001</del> | <del>\$41,000</del> | <del>\$553</del> | <del>\$78,001</del> | <del>\$79,000</del>  | <del>\$847</del> |
| <del>\$1,101</del>  | <del>\$1,200</del>  | <del>\$45</del>  | <del>\$31,001</del> | <del>\$32,000</del> | <del>\$462</del> | <del>\$69,001</del> | <del>\$70,000</del>  | <del>\$784</del> | <del>\$1,701</del>  | <del>\$1,800</del>  | <del>\$63</del>  | <del>\$41,001</del> | <del>\$42,000</del> | <del>\$563</del> | <del>\$79,001</del> | <del>\$80,000</del>  | <del>\$854</del> |
| <del>\$1,201</del>  | <del>\$1,300</del>  | <del>\$48</del>  | <del>\$32,001</del> | <del>\$33,000</del> | <del>\$472</del> | <del>\$70,001</del> | <del>\$71,000</del>  | <del>\$791</del> | <del>\$1,801</del>  | <del>\$1,900</del>  | <del>\$66</del>  | <del>\$42,001</del> | <del>\$43,000</del> | <del>\$573</del> | <del>\$80,001</del> | <del>\$81,000</del>  | <del>\$861</del> |
| <del>\$1,301</del>  | <del>\$1,400</del>  | <del>\$51</del>  | <del>\$33,001</del> | <del>\$34,000</del> | <del>\$482</del> | <del>\$71,001</del> | <del>\$72,000</del>  | <del>\$798</del> | <del>\$1,901</del>  | <del>\$2,000</del>  | <del>\$69</del>  | <del>\$43,001</del> | <del>\$44,000</del> | <del>\$583</del> | <del>\$81,001</del> | <del>\$82,000</del>  | <del>\$868</del> |
| <del>\$1,401</del>  | <del>\$1,500</del>  | <del>\$54</del>  | <del>\$34,001</del> | <del>\$35,000</del> | <del>\$492</del> | <del>\$72,001</del> | <del>\$73,000</del>  | <del>\$805</del> | <del>\$2,001</del>  | <del>\$3,000</del>  | <del>\$83</del>  | <del>\$44,001</del> | <del>\$45,000</del> | <del>\$593</del> | <del>\$82,001</del> | <del>\$83,000</del>  | <del>\$875</del> |
| <del>\$1,501</del>  | <del>\$1,600</del>  | <del>\$57</del>  | <del>\$35,001</del> | <del>\$36,000</del> | <del>\$502</del> | <del>\$73,001</del> | <del>\$74,000</del>  | <del>\$812</del> | <del>\$3,001</del>  | <del>\$4,000</del>  | <del>\$97</del>  | <del>\$45,001</del> | <del>\$46,000</del> | <del>\$603</del> | <del>\$83,001</del> | <del>\$84,000</del>  | <del>\$882</del> |
| <del>\$1,601</del>  | <del>\$1,700</del>  | <del>\$60</del>  | <del>\$36,001</del> | <del>\$37,000</del> | <del>\$512</del> | <del>\$74,001</del> | <del>\$75,000</del>  | <del>\$819</del> | <del>\$4,001</del>  | <del>\$5,000</del>  | <del>\$111</del> | <del>\$46,001</del> | <del>\$47,000</del> | <del>\$613</del> | <del>\$84,001</del> | <del>\$85,000</del>  | <del>\$889</del> |
| <del>\$1,701</del>  | <del>\$1,800</del>  | <del>\$63</del>  | <del>\$37,001</del> | <del>\$38,000</del> | <del>\$523</del> | <del>\$75,001</del> | <del>\$76,000</del>  | <del>\$826</del> | <del>\$5,001</del>  | <del>\$6,000</del>  | <del>\$125</del> | <del>\$47,001</del> | <del>\$48,000</del> | <del>\$623</del> | <del>\$85,001</del> | <del>\$86,000</del>  | <del>\$896</del> |
| <del>\$1,801</del>  | <del>\$1,900</del>  | <del>\$66</del>  | <del>\$38,001</del> | <del>\$39,000</del> | <del>\$533</del> | <del>\$76,001</del> | <del>\$77,000</del>  | <del>\$833</del> | <del>\$6,001</del>  | <del>\$7,000</del>  | <del>\$139</del> | <del>\$48,001</del> | <del>\$49,000</del> | <del>\$633</del> | <del>\$86,001</del> | <del>\$87,000</del>  | <del>\$903</del> |
| <del>\$1,901</del>  | <del>\$2,000</del>  | <del>\$69</del>  | <del>\$39,001</del> | <del>\$40,000</del> | <del>\$543</del> | <del>\$77,001</del> | <del>\$78,000</del>  | <del>\$840</del> | <del>\$7,001</del>  | <del>\$8,000</del>  | <del>\$153</del> | <del>\$49,001</del> | <del>\$50,000</del> | <del>\$643</del> | <del>\$87,001</del> | <del>\$88,000</del>  | <del>\$910</del> |
| <del>\$2,001</del>  | <del>\$3,000</del>  | <del>\$83</del>  | <del>\$40,001</del> | <del>\$41,000</del> | <del>\$553</del> | <del>\$78,001</del> | <del>\$79,000</del>  | <del>\$847</del> | <del>\$8,001</del>  | <del>\$9,000</del>  | <del>\$167</del> | <del>\$50,001</del> | <del>\$51,000</del> | <del>\$651</del> | <del>\$88,001</del> | <del>\$89,000</del>  | <del>\$917</del> |
| <del>\$3,001</del>  | <del>\$4,000</del>  | <del>\$97</del>  | <del>\$41,001</del> | <del>\$42,000</del> | <del>\$563</del> | <del>\$79,001</del> | <del>\$80,000</del>  | <del>\$854</del> | <del>\$9,001</del>  | <del>\$10,000</del> | <del>\$181</del> | <del>\$51,001</del> | <del>\$52,000</del> | <del>\$658</del> | <del>\$89,001</del> | <del>\$90,000</del>  | <del>\$924</del> |
| <del>\$4,001</del>  | <del>\$5,000</del>  | <del>\$111</del> | <del>\$42,001</del> | <del>\$43,000</del> | <del>\$573</del> | <del>\$80,001</del> | <del>\$81,000</del>  | <del>\$861</del> | <del>\$10,001</del> | <del>\$11,000</del> | <del>\$195</del> | <del>\$52,001</del> | <del>\$53,000</del> | <del>\$665</del> | <del>\$90,001</del> | <del>\$91,000</del>  | <del>\$931</del> |
| <del>\$5,001</del>  | <del>\$6,000</del>  | <del>\$125</del> | <del>\$43,001</del> | <del>\$44,000</del> | <del>\$583</del> | <del>\$81,001</del> | <del>\$82,000</del>  | <del>\$868</del> | <del>\$11,001</del> | <del>\$12,000</del> | <del>\$209</del> | <del>\$53,001</del> | <del>\$54,000</del> | <del>\$672</del> | <del>\$91,001</del> | <del>\$92,000</del>  | <del>\$938</del> |
| <del>\$6,001</del>  | <del>\$7,000</del>  | <del>\$139</del> | <del>\$44,001</del> | <del>\$45,000</del> | <del>\$593</del> | <del>\$82,001</del> | <del>\$83,000</del>  | <del>\$875</del> | <del>\$12,001</del> | <del>\$13,000</del> | <del>\$223</del> | <del>\$54,001</del> | <del>\$55,000</del> | <del>\$679</del> | <del>\$92,001</del> | <del>\$93,000</del>  | <del>\$945</del> |
| <del>\$7,001</del>  | <del>\$8,000</del>  | <del>\$153</del> | <del>\$45,001</del> | <del>\$46,000</del> | <del>\$603</del> | <del>\$83,001</del> | <del>\$84,000</del>  | <del>\$882</del> | <del>\$13,001</del> | <del>\$14,000</del> | <del>\$237</del> | <del>\$55,001</del> | <del>\$56,000</del> | <del>\$686</del> | <del>\$93,001</del> | <del>\$94,000</del>  | <del>\$952</del> |
| <del>\$8,001</del>  | <del>\$9,000</del>  | <del>\$167</del> | <del>\$46,001</del> | <del>\$47,000</del> | <del>\$613</del> | <del>\$84,001</del> | <del>\$85,000</del>  | <del>\$889</del> | <del>\$14,001</del> | <del>\$15,000</del> | <del>\$251</del> | <del>\$56,001</del> | <del>\$57,000</del> | <del>\$693</del> | <del>\$94,001</del> | <del>\$95,000</del>  | <del>\$959</del> |
| <del>\$9,001</del>  | <del>\$10,000</del> | <del>\$181</del> | <del>\$47,001</del> | <del>\$48,000</del> | <del>\$623</del> | <del>\$85,001</del> | <del>\$86,000</del>  | <del>\$896</del> | <del>\$15,001</del> | <del>\$16,000</del> | <del>\$265</del> | <del>\$57,001</del> | <del>\$58,000</del> | <del>\$700</del> | <del>\$95,001</del> | <del>\$96,000</del>  | <del>\$966</del> |
| <del>\$10,001</del> | <del>\$11,000</del> | <del>\$195</del> | <del>\$48,001</del> | <del>\$49,000</del> | <del>\$633</del> | <del>\$86,001</del> | <del>\$87,000</del>  | <del>\$903</del> | <del>\$16,001</del> | <del>\$17,000</del> | <del>\$279</del> | <del>\$58,001</del> | <del>\$59,000</del> | <del>\$707</del> | <del>\$96,001</del> | <del>\$97,000</del>  | <del>\$973</del> |
| <del>\$11,001</del> | <del>\$12,000</del> | <del>\$209</del> | <del>\$49,001</del> | <del>\$50,000</del> | <del>\$643</del> | <del>\$87,001</del> | <del>\$88,000</del>  | <del>\$910</del> | <del>\$17,001</del> | <del>\$18,000</del> | <del>\$293</del> | <del>\$59,001</del> | <del>\$60,000</del> | <del>\$714</del> | <del>\$97,001</del> | <del>\$98,000</del>  | <del>\$980</del> |
| <del>\$12,001</del> | <del>\$13,000</del> | <del>\$223</del> | <del>\$50,001</del> | <del>\$51,000</del> | <del>\$651</del> | <del>\$88,001</del> | <del>\$89,000</del>  | <del>\$917</del> | <del>\$18,001</del> | <del>\$19,000</del> | <del>\$307</del> | <del>\$60,001</del> | <del>\$61,000</del> | <del>\$721</del> | <del>\$98,001</del> | <del>\$99,000</del>  | <del>\$987</del> |
| <del>\$13,001</del> | <del>\$14,000</del> | <del>\$237</del> | <del>\$51,001</del> | <del>\$52,000</del> | <del>\$658</del> | <del>\$89,001</del> | <del>\$90,000</del>  | <del>\$924</del> | <del>\$19,001</del> | <del>\$20,000</del> | <del>\$321</del> | <del>\$61,001</del> | <del>\$62,000</del> | <del>\$728</del> | <del>\$99,001</del> | <del>\$100,000</del> | <del>\$994</del> |
| <del>\$14,001</del> | <del>\$15,000</del> | <del>\$251</del> | <del>\$52,001</del> | <del>\$53,000</del> | <del>\$665</del> | <del>\$90,001</del> | <del>\$91,000</del>  | <del>\$931</del> | <del>\$20,001</del> | <del>\$21,000</del> | <del>\$335</del> |                     |                     |                  |                     |                      |                  |
| <del>\$15,001</del> | <del>\$16,000</del> | <del>\$265</del> | <del>\$53,001</del> | <del>\$54,000</del> | <del>\$672</del> | <del>\$91,001</del> | <del>\$92,000</del>  | <del>\$938</del> | <del>\$21,001</del> | <del>\$22,000</del> | <del>\$349</del> |                     |                     |                  |                     |                      |                  |
| <del>\$16,001</del> | <del>\$17,000</del> | <del>\$279</del> | <del>\$54,001</del> | <del>\$55,000</del> | <del>\$679</del> | <del>\$92,001</del> | <del>\$93,000</del>  | <del>\$945</del> | <del>\$22,001</del> | <del>\$23,000</del> | <del>\$363</del> |                     |                     |                  |                     |                      |                  |
| <del>\$17,001</del> | <del>\$18,000</del> | <del>\$293</del> | <del>\$55,001</del> | <del>\$56,000</del> | <del>\$686</del> | <del>\$93,001</del> | <del>\$94,000</del>  | <del>\$952</del> | <del>\$23,001</del> | <del>\$24,000</del> | <del>\$377</del> |                     |                     |                  |                     |                      |                  |
| <del>\$18,001</del> | <del>\$19,000</del> | <del>\$307</del> | <del>\$56,001</del> | <del>\$57,000</del> | <del>\$693</del> | <del>\$94,001</del> | <del>\$95,000</del>  | <del>\$959</del> |                     |                     |                  |                     |                     |                  |                     |                      |                  |
| <del>\$19,001</del> | <del>\$20,000</del> | <del>\$321</del> | <del>\$57,001</del> | <del>\$58,000</del> | <del>\$700</del> | <del>\$95,001</del> | <del>\$96,000</del>  | <del>\$966</del> |                     |                     |                  |                     |                     |                  |                     |                      |                  |
| <del>\$20,001</del> | <del>\$21,000</del> | <del>\$335</del> | <del>\$58,001</del> | <del>\$59,000</del> | <del>\$707</del> | <del>\$96,001</del> | <del>\$97,000</del>  | <del>\$973</del> |                     |                     |                  |                     |                     |                  |                     |                      |                  |
| <del>\$21,001</del> | <del>\$22,000</del> | <del>\$349</del> | <del>\$59,001</del> | <del>\$60,000</del> | <del>\$714</del> | <del>\$97,001</del> | <del>\$98,000</del>  | <del>\$980</del> |                     |                     |                  |                     |                     |                  |                     |                      |                  |
| <del>\$22,001</del> | <del>\$23,000</del> | <del>\$363</del> | <del>\$60,001</del> | <del>\$61,000</del> | <del>\$721</del> | <del>\$98,001</del> | <del>\$99,000</del>  | <del>\$987</del> |                     |                     |                  |                     |                     |                  |                     |                      |                  |
| <del>\$23,001</del> | <del>\$24,000</del> | <del>\$377</del> | <del>\$61,001</del> | <del>\$62,000</del> | <del>\$728</del> | <del>\$99,001</del> | <del>\$100,000</del> | <del>\$994</del> |                     |                     |                  |                     |                     |                  |                     |                      |                  |

Building Permit Fees for projects with total values of \$100,001 to \$500,000 are \$994 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof up to and including \$500,000. Building Permit Fees for project with total values of \$500,001 to \$1,000,000 are \$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof up to and including \$1,000,000. Building Permit Fees for projects with total values of \$1,000,001 or more are \$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000 or fraction thereof.

**File Attachments for Item:**

24. Resolution No. R21-78: A Resolution Of The City Council Approving An Amendment To The Previously Approved Task Order Between The City Of Laurel And KLJ Engineering Inc. Authorizing Additional Compensation For Additional Engineering For The 5th Avenue Water Main Re-Route Project.

**RESOLUTION NO. R21-78**

**A RESOLUTION OF THE CITY COUNCIL APPROVING AN AMENDMENT TO THE PREVIOUSLY APPROVED TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. AUTHORIZING ADDITIONAL COMPENSATION FOR ADDITIONAL ENGINEERING FOR THE 5<sup>TH</sup> AVENUE WATER MAIN RE-ROUTE PROJECT.**

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

Section 1: Approval. The Amendment to Task Order for the 5<sup>th</sup> Avenue Water between the Parties is attached hereto and incorporated herein as part of this resolution and is accepted and hereby approved by the City Council.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Task Order on behalf of the City.

Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

## **Amendment to Task Order: 5<sup>th</sup> Avenue Water Main Reroute**

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### **1. Background Data:**

- A. Effective Date of Task Order: January 26, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc.
- D. **Specific Project (title):** 5<sup>th</sup> Ave Water Main Reroute

### **2. Description of Modifications**

**Add:** Approximately 650 lineal feet from 4<sup>th</sup> Street to 75 feet past Valley Drive to the project extents.

- A. Engineer shall perform the following Additional Services:
  - a. Design, bidding, construction inspection, construction surveying, and construction administration of additional street reconstruction
- 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: **N/A**
- C. The responsibilities of Owner with respect to the Task Order are modified as follows: **N/A**
- D. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: **\$15,500.00**
- E. The schedule for rendering services under this Task Order is modified as follows: **N/A**
- F. Other portions of the Task Order (including previous amendments, if any) are modified as follows: **N/A**

### 3. Task Order Summary (Reference only)

|                                     |               |
|-------------------------------------|---------------|
| A. Original Task Order amount:      | \$ 106,000.00 |
| B. Net change for prior amendments: | \$ 0.00       |
| C. This amendment amount:           | \$ 15,500.00  |
| D. Adjusted Task Order amount:      | \$ 121,500.00 |

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

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

OWNER:

ENGINEER:

By: Thomas C. Nelson

By: Mark Anderson

Title: Mayor

Title: Vice President

Date

Date

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

**File Attachments for Item:**

25. Resolution No. R21-79: Resolution Authorizing Owner's Request To Seek Annexation Of 306 West 12th Street Pursuant To The City Of Laurel Annexation Policy.

**RESOLUTION NO. R21-79**

**RESOLUTION AUTHORIZING OWNER'S REQUEST TO SEEK ANNEXATION OF 306 WEST 12<sup>TH</sup> STREET PURSUANT TO THE CITY OF LAUREL ANNEXATION POLICY.**

WHEREAS, the Property Owner submitted a request to annex property located at 306 West 12<sup>th</sup> Street which is adjacent to the City of Laurel, in order to connect to City water and sewer service; and

WHEREAS, the City's Annexation Policy requires the City Council to approve any requests for annexation of property that is less than 2 acres in size; and

WHEREAS, the Property Owner submitted the attached letter of request seeking the City Council's approval and authorization to seek annexation of his property; and

WHEREAS, City Staff reviewed the request and discussed annexation with the Property Owner, and is recommending the approval of the request.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the property located at 306 West 12<sup>th</sup> Street, City of Laurel, is appropriate for annexation; and

BE IT FURTHER RESOLVED, that the Property Owner is hereby authorized to file an Annexation Application with City Staff seeking formal annexation to the City.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

To: Laurel City Council

From: Jacob Haidle

Re: Facilities at 306 West 12<sup>th</sup> St, Laurel, Mt. 59044

To Whom It May Concern,

I have talked with both Kirk Markeguard and Will about the water line addition and the sewer extension that is looking to be done in the 300 Block of West 12<sup>th</sup>.

It would greatly help me out to be able to connect to these new services as they're being upgraded and installed.

I do realize that to connect to these facilities I will need to annex into the city of Laurel, and would be willing to do so once the connections are available.

A plot map shows the location of my property and where we could make those connections.

I have recently purchased this property from my parents and they agree to proceed with the connections.

I will be available to meet or provide more information with you or the City Planner. I do work Monday thru Friday 8 to 5 so advanced notice would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacob Haidle', with a long horizontal flourish extending to the right.

Jacob Haidle

306 West 12<sup>th</sup> Street  
Laurel, Mt.  
Phone: 406-561-5546

6/1/21



TO: Laurel City Council

From: Thomas and Shelly Haidle

RE: 306 West 12<sup>th</sup> Street

To Whom It May Concern,

We have entered into a sale agreement with Jacob Haidle for the property at 306 West 12<sup>th</sup> Street.

We have discussed and agree to his request to install and connect to city services, and annex into the city of Laurel.

Sincerely,



Thomas L. Haidle



Shelly L. Haidle

6/1/21