



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, AUGUST 13, 2024
6:30 PM
COUNCIL CHAMBERS**

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of July 23, 2024.

Correspondence

2. Fire Monthly Report - July 2024
3. Police Monthly Report - July 2024

Council Disclosure of Ex Parte Communications

Public Hearing

4. Public Hearing: Resolution To Approve Street Vacation For Portion Of South Montana Avenue, Laurel Montana.

Consent Items

NOTICE TO THE PUBLIC

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

5. Claims entered through August 9, 2024.
6. Approval of Payroll Register for PPE 7/21/2024 totaling \$246,398.89.
7. Approval of Payroll Register for PPE for 8/4/2024 totaling \$264,979.28.
8. Workshop Minutes of July 16, 2024.
9. Workshop Minutes of August 6, 2024.

Ceremonial Calendar

Reports of Boards and Commissions

10. Budget/Finance Committee Minutes of July 23, 2024.

11. Park Board Minutes of August 1, 2024.

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

- 12. Resolution No. R24-57: Resolution To Approve Street Vacation For Portion Of South Montana Avenue, Laurel Montana.
- 13. Resolution No. R24-58: A Resolution Of The City Council Declaring Certain City Of Laurel Property As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.
- 14. Resolution No. R24-59: A Resolution Of The City Council Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70.
- 15. Resolution No. R24-60: A Resolution Of The City Council Approving A Commitment Of Funding For The Completion Of The West Railroad Street Project.
- 16. Resolution No. R24-61: A Resolution Of The City Council Authorizing The Mayor To Execute The Consultant Agreement With Peaks Planning And Consulting LLC.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

1. Approval of Minutes of July 23, 2024.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

July 23, 2024

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on July 23, 2024.

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

COUNCIL MEMBERS ABSENT: Richard Klose

OTHER STAFF PRESENT: Kurt Markegard, Planning Director
 Brittney Harakai, Administrative Assistant
 Nancy Schmidt, Library Director

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

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of July 9, 2024, as presented, seconded by Council Member Sparks. With no objection, the minutes of the regular meeting of July 9, 2024, as presented, were approved. There was no public comment or Council discussion.

CORRESPONDENCE:

- Fire Monthly Report – June 2024

COUNCIL DISCLOSURE OF EX-PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through July 19, 2024.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of January 2024.**
- **Clerk/Treasurer Financial Statements for the month of February 2024.**
- **Clerk/Treasurer Financial Statements for the month of March 2024.**
- **Clerk/Treasurer Financial Statements for the month of April 2024.**
- **Clerk/Treasurer Financial Statements for the month of May 2024.**
- **Clerk/Treasurer Financial Statements for the month of June 2024.**
- **Approval of Payroll for PPE 7/7/2024 totaling \$286,099.21.**
- **Council Workshop Minutes of July 2, 2024.**
- **Closed Executive Session Minutes of July 2, 2024.**

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

DRAFT

Council Minutes of July 23, 2024

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

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of June 25, 2024.
- Budget/Finance Committee Minutes of July 9, 2024.
- Cemetery Commission Minutes of April 16, 2024.
- Public Works Committee Minutes of June 17, 2024.
- Emergency Services Committee Minutes of June 24, 2024.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Paige Farmer to the Library Board for a five-year term ending June 30, 2029.**

The Library Director asked the Council to vote to approve the appointment of Ms. Farmer to the Library Board.

Motion by Council Member Canape to approve the Mayor's appointment of Paige Farmer to the Library Board for a five-year term ending June 30, 2029, seconded by Council Member Mackay. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R24-51: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.**

Motion by Council Member Banks to approve Resolution No. R24-51, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R24-52: A Resolution Of The City Council Authorizing The Mayor To Execute The Retail Sales Agreement With AVI Systems**

Motion by Council Member Mize to approve Resolution No. R24-52, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion

- **Resolution No. R24-53: A Resolution Of Intent Of The City Council To Approve Street Vacation Petition And Set Public Hearing.**

Motion by Council Member Mackay to approve Resolution No. R24-53, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion

- **Resolution No. R24-54: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Agreement For Pro Tem Judge Services.**

Motion by Council Member Wheeler to approve Resolution No. R24-54, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion

- **Resolution No. R24-55: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Dr. Jedediah Walker For The Medical Director Position For The Laurel Ambulance Service.**

Motion by Council Member Sparks to approve Resolution No. R24-55, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion

DRAFT

Council Minutes of July 23, 2024

- **Resolution No. R24-56: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With River Ridge Landscaping Co.**

Motion by Council Member Canape to approve Resolution No. R24-56, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

July is a 5 Tuesday month. There is no Council next week.

MAYOR UPDATES:

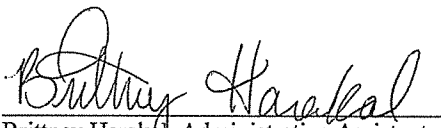
Mayor Waggoner noted that there is more train traffic through Laurel. He is working on looking into the option of quiet crossings.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

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

There being no further business to come before the Council at this time, the meeting was adjourned at 6:50 p.m.


 Britney Haraka, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 13th day of August 2024.

 Dave Waggoner, Mayor

Attest:

 Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

2. Fire Monthly Report - July 2024



Laurel Fire Department

Report for the Month of Jul-24

Structure Fires
Wildland Fires
Extrications
Other Rescues
Alarms
Public Assist
Medical Assist.
Ambulance Driver
Fire Prevention
Total Training
Total Maintenance
Community Service

No of Calls	No of Hours
3	
18	
12	
14	
4	
8	
6	
2	
48	Totals 667

Severity Staffing
Total Hours Staffed

758.5

Major Calls

Several MVAs
Structure Fires
Mutal Aid Grass Fire
DNRC Mutal Aid Calls

Total	667
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Announcements:

Engine 2071, 2297 and T2 responded to 14 mutal aid grass fire calls with DNRC. Some of these calls were extened stay 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.

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

File Attachments for Item:

3. Police Monthly Report - July 2024



Laurel Police Department

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

Total Calls

Printed on August 1, 2024

[CFS Date/Time] is between '2024-04-22 00:00' and '2024-05-20 23:59' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	21	21
: Agency Assist	45	45
: Alarm - Burglary	16	16
: Alarm - Fire	9	9
AMB : Ambulance	85	85
: Animal Complaint	9	9
: Area Check	5	5
: Assault	8	8
: Bad Checks	0	0
: Barking Dog	4	4
: Bomb Threat	0	0
: Burglary	1	1
: Child Abuse/Neglect	1	1
: Civil Complaint	17	17
: Code Enforcment Violation	5	5
: Community Integrated Health	15	15

Code : Description	Totals	
: Counterfeiting	0	0
: Criminal Mischief	8	8
: Criminal Trespass	9	9
: Cruelty to Animals	5	5
: Curfew Violation	3	3
: Discharge Firearm	1	1
: Disorderly Conduct	4	4
: Dog at Large	29	29
: Dog Bite	2	2
DUI : DUI Driver	1	1
: Duplicate Call	2	2
: Escape	0	0
: Family Disturbance	10	10
: Fight	3	3
FIRE : Fire or Smoke	15	15
: Fireworks	0	0
: Forgery	0	0
: Found Property	11	11
: Fraud	1	1
: Harassment	3	3
: Hit & Run	3	3

Code : Description	Totals	
: Identity Theft	2	2
: Indecent Exposure	0	0
: Insecure Premises	0	0
: Intoxicated Pedestrian	2	2
: Kidnapping	0	0
: Littering	0	0
: Loitering	3	3
: Lost or Stray Animal	6	6
: Lost Property	4	4
: Mental Health	4	4
: Missing Person	2	2
: Noise Complaint	3	3
: Open Container	0	0
: Order of Protection Violation	1	1
: Parking Complaint	12	12
: Possession of Alcohol	0	0
: Possession of Drugs	0	0
: Possession of Tobacco	2	2
: Privacy in Communications	1	1
: Prowler	1	1
: Public Assist	53	53

Code : Description	Totals	
: Public Safety Complaint	8	8
: Public Works Call	10	10
: Report Not Needed	2	2
: Robbery	0	0
: Runaway Juvenile	2	2
: Sexual Assault	1	1
: Suicide	1	1
: Suicide - Attempt	0	0
: Suicide - Threat	2	2
: Suspicious Activity	61	61
: Suspicious Person	20	20
: Theft	25	25
: Threats	6	6
: Tow Call	0	0
: Traffic Accident	19	19
: Traffic Hazard	6	6
: Traffic Incident	29	29
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	43	43
: Unattended Death	0	0

Code : Description	Totals	
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	1	1
: Warrant	19	19
: Welfare Check	15	15
Totals	717	717

File Attachments for Item:

8. Workshop Minutes of July 16, 2024.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JULY 16, 2024**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:31 p.m. on July 16, 2024.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Tom Canape	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Jessica Banks
<input checked="" type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Brittney Harakal, Council Administrative Assistant
Kurt Markegard, Planning Director
Kelly Strecker, Clerk/Treasurer
Matt Wheeler, Public Works Director
Nancy Schmidt, Library Director

Public Input:

There were none.

General Items

1. Library Board Appointment

The Library Director introduced Ms. Farmer to the Council.

Ms. Farmer stated she looks forward to getting involved with her community.

Executive Review

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.

The Public Works Director stated this is for the repair of a crosswalk that was run over in a recent car accident. The gentleman's insurance covered the repairs.

3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Retail Sales Agreement With AVI Systems

The Clerk/Treasurer stated that this agreement is to install microphones and For The Record for Court.

It was questioned if this project was budgeted. It was clarified that it is included in this year's General Fund budget.

It was questioned if this system would work if the City moved to a Municipal Court. It was clarified that it will work if the City moves to a Municipal Court.

It was questioned if this software would give a written transcript. The Clerk/Treasurer was unsure of all the features included in the For The Record software.

4. Resolution - Intent to Vacate

The Planning Director stated that part of S. Montana Avenue had been vacated in 1976. The landowner has done a reciprocal easement agreement for the lot that would not have access to the public right of way. There are public utilities under the right of way so nothing can be built on it.

It was questioned if Albertson's was aware of this vacation request. It was further questioned if this would shut off access for them to receive their deliveries. It was clarified that this is a resolution of intent that notifies people of the intent and sets a public hearing.

It was questioned what the benefit is of not having this public right of way anymore. It was clarified that public right of way is to allow public access to all lots. The two property owners in the area are Fox Lumber and McDonald Land Holdings. All lots already have public access, and this road is not needed.

It was questioned if this street would be a through street again. It was clarified that the only way to get it back would be eminent domain.

It was questioned if this would be barricaded or if people would still be allowed to go through to the Albertson's parking lot. It was clarified that Albertson's has not had legal access since the original vacation in 1976.

Representation for the landowner stated that they would like to market the property or build on that property. The best access is off of E. Railroad for those lots.

Council noted that E. Railroad is very difficult to get on and off of. It was clarified that the Planning Director had spoken with the land owner about needing an additional 10 feet of right of way to create a right-turn lane. However, that is not part of this vacation request. That would require work with the State as well.

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Agreement For Pro Tem Judge Services.

This contract is for the Judge who steps in when Judge Kerr cannot.

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Dr. Jedediah Walker For The Medical Director Position For The Laurel Ambulance Service.

A medical director is required by law for the Emergency Medical Service to function. The medical director writes all the protocols for the department, and he takes on the liability associated with those protocols. A raise to his stipend was included in the mill levy.

Council Issues

7. Street Maintenance Cap Discussion

The Planning Director gave a brief overview of how Street Maintenance works. In 2018 the City doubled the cap from \$800 to \$1600. The City also doubled the cost per square foot from .02 to .04 cents. Historically the City would save for a few years to do a big project. Right now, the City collects approximately \$900k annually. These funds will help fund the W. Railroad project.

Right now Walmart pays \$1600 annually when they have a large traffic volume. The Planning Director spoke with Billings on how they evaluate for Street Maintenance, see attached handout.

Council noted that they would like to move forward with changing how Street Maintenance is assessed but may not be able to get it done this year. They noted that they would like to see the cap removed as a starting point. Council noted that if a removal of the cap is not feasible at this time, than an increase to the cap at least.

The Planning Director will get a better understanding of what Billings did and work on putting together something to come before the Council down the road.

Other Items

It was questioned if the sprinkler system could be put in now instead of in September. It was clarified that the project can move forward as that project is in this year's budget.

Attendance at Upcoming Council Meeting


Council Member Klose stated he would be gone at next week's meeting.

Announcements

Emergency Services Committee will meet Monday at 6 p.m. in Council Chambers.

The council workshop adjourned at 7:54 p.m.

Respectfully submitted,


Brittney Harakal
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.

RESOLUTION NO. 1569

RESOLUTION GIVING NOTICE OF INTENTION TO VACATE
CERTAIN LANDS IN THE CITY OF LAUREL

WHEREAS, certain property owners have requested that lands in Hageman Subdivision on South Montana Avenue from a point 75 feet northerly of the center line of 2nd Street South to a point in alignment with the northerly margin of 4th Street South and 2nd and 3rd Streets South from 1st Avenue South to the easterly margin of South Montana Avenue, Laurel, Montana, be vacated, and

WHEREAS, said property owners will waive in writing all legal protest they may have to vacating, and,

WHEREAS, it has been determined by the City Council of the City of Laurel that it is in the best interests of the City and the inhabitants thereof that said land be vacated,

NOW THEREFORE, BE IT RESOLVED:

1. That the following lands be vacated:

Hageman Subdivision on South Montana Avenue from a point 75 feet northerly of the center line of 2nd Street South to a point in alignment with the northerly margin of 4th Street South and 2nd and 3rd Streets South from 1st Avenue South to the easterly margin of South Montana Avenue, Laurel, Montana,

2. That the Clerk cause to be published, according to law, a notice to the effect that a Resolution of Intention to Vacate has been duly and regularly passed, said notice to state that after the expiration of 20 days from the first publication the City Council shall pass a Resolution Vacating the above-described lands.

Dated this 5th day of October, 1976.

CITY OF LAUREL




OFFICIAL NOTICE

OFFICIAL NOTICE IS HEREBY GIVEN that the City Council of the City of Laurel, Montana, at its regular meeting, held on October 5, 1976, passed Resolution No. 1569 proposing to vacate lands in Hageman Subdivision on South Montana Avenue from a point 75 feet northerly of the center line of 2nd Street South to a point in alignment with the northerly margin of 4th Street South and 2nd and 3rd Streets South from 1st Avenue South to the easterly margin of South Montana Avenue, Laurel, Montana.

And you are further notified that the City Council of the City of Laurel, or the City Clerk, shall receive protests or objections, if any, in writing or in person up to and including the next regular Council meeting after the expiration of 20 days from the first publication of this notice, said date being the 2nd day of November, 1976.

BY ORDER OF THE CITY COUNCIL

October 5, 1976


Dorothy P. Bundy, City Clerk

Pub. 2 t

C E R T I F I C A T E

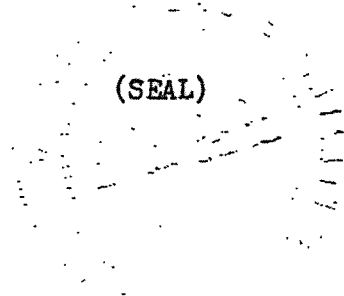
Office of the City Clerk
City of Laurel, Montana

State of Montana)
County of Yellowstone) ss.
City of Laurel, Montana)

I, Dorothy P. Bundy, duly appointed and qualified Clerk of the City of Laurel, Yellowstone County, do hereby certify that the foregoing is the Original Resolution No. 1569, passed by the City Council of the City of Laurel, and approved by the Mayor on the 5th day of October, 1976.



Dorothy P. Bundy, City Clerk



RESOLUTION No. 1573

RESOLUTION NO. 1573 BEING A RESOLUTION VACATING LANDS IN HAGEMAN SUBDIVISION ON SOUTH MONTANA AVENUE FROM A POINT 75 FEET NORTHERLY OF THE CENTER LINE OF 2ND STREET SOUTH TO A POINT IN ALIGNMENT WITH THE NORTHERLY MARGIN OF 4TH STREET SOUTH AND 2ND AND 3RD STREETS SOUTH FROM 1ST AVENUE SOUTH TO THE EASTERLY MARGIN OF SOUTH MONTANA AVENUE, LAUREL, MONTANA,

WHEREAS, it is to the best interests of the City of Laurel, and the inhabitants thereof, and of the inhabitants of the said platted area aforesaid, that the aforesaid described property be vacated; and

WHEREAS, there was duly and regularly passed and adopted by the City Council and approved by the Mayor on the 5th day of October, 1976, a Resolution No. 1569 entitled:

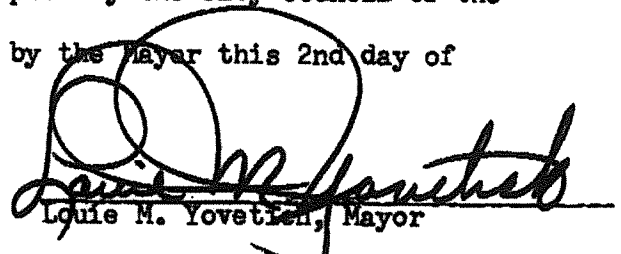
NOTICE OF INTENT TO VACATE, THE SAME BEING A PROPOSAL TO VAGATE LAND IN HAGEMAN SUBDIVISION ON SOUTH MONTANA AVENUE FROM A POINT 75 FEET NORTHERLY OF THE CENTER LINE OF 2ND STREET SOUTH TO A POINT IN ALIGNMENT WITH THE NORTHERLY MARGIN OF 4TH STREET SOUTH AND 2ND AND 3RD STREETS SOUTH FROM 1ST AVENUE SOUTH TO THE EASTERLY MARGIN OF SOUTH MONTANA AVENUE, LAUREL, MONTANA,

WHEREAS, the City Clerk did give and publish notice as provided by law, and WHEREAS, insufficient objections were filed to the vacating of such land, within the time provided by the notice and by law,

NOW, THEREFORE, BE IT RESOLVED that the lands are and the same are hereby vacated, to take effect immediately upon passage of this resolution.

Duly and regularly passed and adopted by the City Council of the City of Laurel, Montana, and approved by the Mayor this 2nd day of November, 1976.

ATTEST:


Louis M. Yovetich, Mayor

C E R T I F I C A T E

Office of the City Clerk
Laurel, Montana

State of Montana)
County of Yellowstone) ss.
City of Laurel, Montana)

I, Dorothy P. Bundy, duly appointed and qualified Clerk of the City of Laurel, Yellowstone County, do hereby certify that the foregoing is the Original Resolution No. 11573, passed by the City Council of the City of Laurel, and approved by the Mayor on the 2nd day of November, 1976.

Dorothy P. Bundy

Dorothy P. Bundy, City Clerk

(SEAL)

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 12. IMPROVEMENT DISTRICTS

Part 44. Special Provisions for Street Maintenance Districts

Assessment Of Costs

7-12-4422. Assessment of costs. (1) For the purposes of this section, "assessable area" means the portion of a lot or parcel of land that is benefited by the maintenance district. The assessable area may be less than but may not exceed the actual area of the lot or parcel.

(2) The city council shall assess the percentage of the cost of maintenance established in **7-12-4425** against the entire district as follows:

(a) each lot or parcel of land within the district may be assessed for that part of the cost that its assessable area bears to the assessable area of the entire district, exclusive of streets, avenues, alleys, and public places;

(b) each lot or parcel of land within the district abutting upon a street upon which maintenance is done may be assessed for that part of the cost that its street frontage bears to the street frontage of the entire district;

(c) if the city council determines that the benefits derived from the maintenance by each lot or parcel are substantially equivalent, the cost may be assessed equally to each lot or parcel located within the district without regard to the assessable area of the lot or parcel;

(d) each lot or parcel of land, including the improvements on the lot or parcel, may be assessed for that part of the cost of the district that its taxable valuation bears to the total taxable valuation of the property of the district;

(e) each lot or parcel of land within the district may be assessed for that part of the cost that the reasonably estimated vehicle trips generated for a lot or parcel of its size in its zoning classification bear to the reasonably estimated vehicle trips generated for all lots in the district based on their size and zoning classification;

(f) any other assessment method provided in **7-11-1024** may be used; or

(g) any combination of the assessment options provided in subsections (2)(a) through (2)(f) may be used for the district as a whole or for any lot or parcel within the district.

History: En. Sec. 28, p. 218, L. 1897; re-en. Sec. 3394, Rev. C. 1907; re-en. Sec. 5276, R.C.M. 1921; amd. Sec. 2, Ch. 97, L. 1927; re-en. Sec. 5276, R.C.M. 1935; R.C.M. 1947, 11-2267(2); amd. Sec. 2, Ch. 657, L. 1985; amd. Sec. 1, Ch. 178, L. 1987; amd. Sec. 1, Ch. 567, L. 2005; amd. Sec. 1, Ch. 139, L. 2019.

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 11. GENERAL PROVISIONS RELATED TO SERVICES

Part 10. Special Districts -- Creation and Governance

Financing For Special District

7-11-1024. Financing for special district. (1) The governing body shall make assessments or impose fees for the costs and expenses of the special district based upon a budget proposed by the governing body or separate board administering the district pursuant to **7-11-1021**.

(2) For the purposes of this section, "assessable area" means the portion of a lot or parcel of land that is benefited by the special district. The assessable area may be less than but may not exceed the actual area of the lot or parcel.

(3) The governing body shall assess the percentage of the cost of the program or improvements:

(a) against the entire district as follows:

(i) each lot or parcel of land within the special district may be assessed for that part of the cost that its assessable area bears to the assessable area of the entire special district, exclusive of roads, streets, avenues, alleys, and public places;

(ii) if the governing body determines that the benefits derived from the program or improvements by each lot or parcel are substantially equivalent, the cost may be assessed equally to each lot or parcel located within the special district without regard to the assessable area of the lot or parcel;

(iii) each lot or parcel of land, including the improvements on the lot or parcel, may be assessed for that part of the cost of the special district that its taxable valuation bears to the total taxable valuation of the property of the district;

(iv) each lot or parcel of land may be assessed based on the lineal front footage of any part of the lot or parcel that is in the district and abuts the area to be improved or maintained;

(v) each lot or parcel of land within the district may be assessed for that part of the cost that the reasonably estimated vehicle trips generated for a lot or parcel of its size in its zoning classification bear to the reasonably estimated vehicle trips generated for all lots in the district based on their size and zoning classification;

(vi) each lot or parcel of land within the district may be assessed based on each family residential unit or one or more business units; or

(vii) any combination of the assessment options provided in subsections (3)(a)(i) through (3)(a)(vi) may be used for the special district as a whole; or

(b) based upon the character, kind, and quality of service for a residential or commercial unit, taking into consideration:

(i) the nature of the property or entity assessed;


(ii) a calculated basis for the program or service, including volume or weight;

- (iii) the cost, incentives, or penalties applicable to the program or service practices; or
- (iv) any combination of these factors.

(4) If property created as a condominium is subject to assessment, each unit within the condominium is considered a separate parcel of real property subject to separate assessment and the lien of the assessment. Each unit must be assessed for the unit's percentage of undivided interest in the common elements of the condominium. The percentage of the undivided ownership interest must be as set forth in the condominium declaration.

(5) A governing body may, by resolution, instruct the state or any applicable federal agency to designate a special district as the recipient of federal funds to be used for the costs and expenses of the special district.

History: En. Sec. 15, Ch. 286, L. 2009; amd. Sec. 14, Ch. 262, L. 2015; amd. Sec. 2, Ch. 133, L. 2021.

Created by LAWS 

RESOLUTION 23-11131

**A RESOLUTION LEVYING AND ASSESSING STREET
MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN
STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS,
PROVIDING FOR NOTICE, HEARING AND ADOPTION.**

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Part 44 of the Montana Code Annotated authorizes the City of Billings to adjust street maintenance district rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of each said district.

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

1. **METHOD OF ASSESSMENT.** The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys, and public places.
2. **ASSESSMENT DISTRICT ONE (1).** Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed \$.063962 per square foot of area for fiscal year 2024.
3. **ASSESSMENT DISTRICT TWO (2).** Each lot or parcel within the boundaries of Street Maintenance District Two (2), is hereby assessed the following for fiscal year 2024:

Property Type	Rate per square foot of area
Residential/Governmental	\$.020435
Commercial	\$.029354
Vacant	\$.018871

The maximum square footage charged for any tract, parcel or lot is as follows:

Property Type	Max Square Feet
Residential	1 Acre
Governmental	1,100,000 SF
Vacant Residential/Governmental	1 Acre
Vacant Commercial	115,000 SF

4. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof, and the amount levied thereon set is available in the office of Public Works Fiscal Services Belknap location, 2251 Belknap Avenue, Billings, Montana.
5. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, MET Transit Fund or Airport Fund.
6. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.
7. NOTICE OF HEARING. On Monday, **June 26, 2023**, at 5:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.
8. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 26th day of June, 2023.



CITY OF BILLINGS

BY: William A. Cole
William A. Cole, Mayor

ATTEST:

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk

City Council Regular

Date: 06/26/2023
Title: Public Hearing and Resolution Setting Annual Street Maintenance District Assessments for Fiscal Year 2024
Presented by: Jennifer Duray
Department: Public Works
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution setting annual street maintenance district assessments for FY24.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

Street Maintenance District (SMD) assessments are set annually by resolution. There are currently two SMDs in Billings. SMD 1 encompasses primarily the downtown area. SMD 2 is the entire City. Properties in SMD 1 are also in SMD 2. The existing rates for road funding are not adequate to provide for the operation and maintenance and capital investment necessary to continue providing service at the current level. The proposed increase is 3% for SMD 1 and 7% for SMD 2 which reflect inflationary levels for the services provided in each SMD. The attached resolution specifies the proposed rates for FY24.

ALTERNATIVES

City Council must hold a public hearing and then may:

- Approve the recommended resolution,
- Approve an amended resolution, or
- Not approve the resolution. If Council does not approve a resolution, an amended resolution to establish street maintenance district assessments will need to be considered at a future City Council meeting to be in accordance with state statutes.

FISCAL EFFECTS

The proposed rates will increase an average 9,691 square foot residential lot in SMD2 by \$12.96 from \$185.08 per year to \$198.04 per year and will generate approximately \$1,009,000 of additional revenue in FY24. SMD 1 revenues will increase by \$10,000 or 3%.

Attachments

Resolution

COUNCIL ACTION	APP 8-3
<i>Tidwell, Rintan & Reese</i>	
<i>Opposed</i>	
JUN 26 2023	
RES 23-11131	
<i>DB</i>	
CITY CLERK	

File Attachments for Item:

9. Workshop Minutes of August 6, 2024.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 06, 2024**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on August 6, 2024.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Tom Canape	<input checked="" type="checkbox"/> Heidi Sparks
<input type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Jessica Banks
<input checked="" type="checkbox"/> Casey Wheeler (@ 6:33 p.m.)	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Brittney Harakal, Council Administrative Assistant
Kurt Markegard, Planning Director
Kelly Strecker, Clerk/Treasurer

Public Input:

There were none.

General Items

Executive Review

1. Resolution - Resolution To Approve Street Vacation For Portion Of South Montana Avenue, Laurel, Montana.

The Planning Director stated that there will be a public hearing next week to vacate a portion of S. Montana Avenue off of E. Railroad Street.

It was questioned if the Planning Director had received any feedback on this vacation. As of right now, there has been no feedback from the general public. He has spoken with Council Member Klose.

Both adjoining property owners have consented to the street vacation. There is no value in a public right of way. In 1976, part of S. Montana Avenue, S. 2nd Street, and S. 3rd Street were vacated.

Parkland has value; its streets are dedicated to public use. The landowner voluntarily gave up the land, and the City voluntarily gave it back.

2. Resolution - A Resolution Of The City Council Declaring Certain City Of Laurel Property As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.

The auction is scheduled to start on August 20, 2024.

3. Resolution - A Resolution Of The City Council Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70.

This year's contract is the same as in years past.

4. Resolution - A Resolution Of The City Council Approving A Commitment Of Funding For The Completion Of The West Railroad Street Project.

There was a price increase. The Project Manager has assured the Mayor that there should not be any additional price increases moving forward.

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Consultant Agreement With Peaks Planning And Consulting LLC.

The Planning Director stated that State law allows for a consultant to assist with TIF Districts. The City received two applicants. LURA reviewed both applicants and determined that one was qualified and set up an interview. They are recommending that Peaks Planning and Consulting LLC be contracted with. The Planning Director will oversee the work done by the consultant.

Council Issues

6. Budget Discussion

The Clerk/Treasurer stated Council has been given the preliminary budgets for General Fund and the Enterprise Funds. Last year, several Council Members asked if they could be more involved in the budget process. The mills came in today, and the mill value has gone down; however, the amount of mills we will receive has gone up so it will be very similar to last year. Please review the pages included in your packet before the August 20th Workshop. Department Heads will be invited to attend. If there are any issues with the proposed budgets, then the Council will need to work out those discrepancies. There were cuts in all departments but tried to make them as fair as possible.

Council noted that the \$250k for the land use plan is still listed in the budget. It was clarified that the Civil Attorney will work on getting the legal analysis to the Council for the next cycle.

Council President Sparks asked the Council if they planned on attending the Montana Leagues of Cities and Towns conference this year. Council noted that they would like to see the agenda before making that decision. Council was reminded there is a conference in May as well, both offer excellent networking opportunities for elected officials.

Other Items

The Mayor stated that new AEDs have been placed in City Hall: one in the Council Chambers and one in the main hallway. The use of an AED has improved outcomes for patients during a cardiac event. There will be training on how to use an AED for anyone interested.

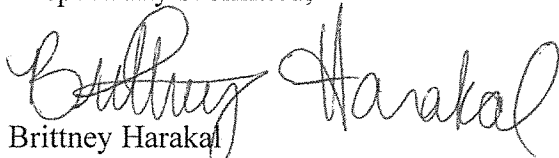
Attendance at Upcoming Council Meeting

All Council Members present will be at next week's meeting.

Announcements

The council workshop adjourned at 7:15 p.m.

Respectfully submitted,



Brittney Harakal
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.

File Attachments for Item:

10. Budget/Finance Committee Minutes of July 23, 2024.

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

Members Present: Michelle Mize, Heidi Sparks, Casey Wheeler

Others Present: Kelly Strecker, Mayor Dave Waggoner

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

Public Input: There was no public comment.

General Items –

1. Review and approve July 09, 2024, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of July 09, 2024. Casey Wheeler seconded the motion. With no objection, the minutes of July 09, 2024, were approved.
2. Review and approve purchase requisitions. There were none.
3. Review and recommend approval to Council; claims entered through July 19, 2024. Heidi Sparks moved to approve the claims and check the register for claims entered through July 19, 2024. Michelle Mize seconded the motion. With no objection, the claims and check register of July 19, 2024, were approved. There was no public comment or Committee discussion.
4. Review and approve Payroll Register for the pay period ending July 07, 2024, totaling \$286,099.21. Heidi Sparks motioned to approve the payroll register for the pay period ending July 07, 2024 totaling \$286,099.21. Michelle Mize seconded the motion. With no objection, the payroll register ending July 07, 2024, was approved. There was no public comment or Committee discussion.
5. Review and approve January 2024 monthly financial statement. Heidi Sparks moved to approve the January 2024 monthly financial statement. Casey Wheeler seconded the motion. With no objection, the January 2024 monthly financial statement was approved. There was no public comment or Committee discussion.
6. Review and approve February 2024 monthly financial statement. Heidi Sparks moved to approve the February 2024 monthly financial statement. Casey Wheeler seconded the motion. With no objection, the February 2024 monthly financial statement was approved. There was no public comment or Committee discussion.
7. Review and approve March 2024 monthly financial statement. Heidi Sparks moved to approve the March 2024 monthly financial statement. Casey Wheeler seconded the motion. With no objection, the March 2024 monthly financial statement was approved. There was no public comment or Committee discussion.
8. Review and approve April 2024 monthly financial statement. Heidi Sparks moved to approve the April 2024 monthly financial statement. Casey Wheeler seconded the motion. With no objection, the April 2024 monthly financial statement was approved. There was no public comment or Committee discussion.
9. Review and approve May 2024 monthly financial statement. Heidi Sparks moved to approve the May 2024 monthly financial statement. Casey Wheeler seconded the motion. With no objection, the May 2024 monthly financial statement was approved. There was no public comment or Committee discussion.
10. Review and approve June 2024 monthly financial statement. Heidi Sparks moved to approve the June 2024 monthly financial statement. Casey Wheeler seconded the motion. With no objection, the June 2024 monthly financial statement was approved. There was no public comment or Committee discussion.

New Business –None

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending July 07, 2024.
2. Mayor Update – The mayor stated that he would be presenting items to the council for approval to have another surplus auction. Some items he mentioned were from the fire department such as a brush truck, short yellow bus and an army truck. The public works department has an old backhoe and a roll off truck. The Police Department would like to sell their old office furniture just to name a few.
3. Clerk/Treasurer Financial Update-Kelly stated that she is continuing to work on the budget, and the general fund is about finished. The mill values should be coming in by the first Monday in August. Once those mill values are in, she will present for discussion the general fund to the council. Kelly said that the auditors were here on July 15th for only a few short hours. Kelly said that went very well.

Announcements –

4. The next Budget and Finance Committee meeting will be held on August 13, 2024, at 5:30 pm.
5. Casey Wheeler is scheduled to review claims for the next meeting.

Meeting Adjourned at 6:15 p.m.

Respectfully submitted,



Kelly Strecker
Clerk Treasurer

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

File Attachments for Item:

11. Park Board Minutes of August 1, 2024.



MINUTES
CITY OF LAUREL
PARK BOARD
THURSDAY, AUGUST 01, 2024
5:30 PM
COUNCIL CONFERENCE ROOM

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.*

Meeting was called to order at 5:30 pm by Irv Wilke. Tom Canape, Richard Klose, Paul Kober, Phyllis Bromgard and Jon Rutt in attendance.

Tessa Jochim spoke in support of building new Tennis Courts in Laurel. She has started a non-profit “Laurel Montana Tennis Association” to raise funds for building 2 new courts.

Jody Adams spoke in support of new Tennis Courts in Laurel. She is a national consultant for the “United States Tennis Association”. She left information about all the help available to fund and build the courts. Information attached.

General Items

1. LPB Minutes June 6, 2024 – Phyllis moved, and Tom seconded approval of the June 6 minutes. Motion approved.

New Business

2. Park QR code – Jon presented an example of a sign for raising money in the parks for the parks. Jon made a motion to place signs in all the parks that would accept donations through the Laurel Montana Community Foundation for the beautification of Laurel Parks. Phyllis seconded. Placement would be approved through Matt Wheeler. Motion passed.

Old Business

3. Other parks in Laurel – Kiwanis Sprinkler installation for \$79,900 starting next week. Russell Park seeding did not work well and looks like it needs to be redone. Thompson Park newly seeded area is looking nice. Splash Park needs to be weed eaten and sprayed for weeds. Matt will get that done. Picnic tables at Splash Park are attracting bees and need to be cleaned regularly. Matt will see to that.
4. American Legion Building at Riverside Park – Flooring and paint left to finish.
5. Riverside Park - lead cleanup - Nothing
6. Riverside Hall - Lions Club – Door replacement on hold. Club is still progressing slowly for now.

Other Items

License Plates are generating \$700 per month. Tree trimming at Riverside Park and other parks will proceed when the new budget is approved. Paul made a motion to install Cornhole game donated by Laurel Rotary on the east side of the Thompson Park Shelter. Richard seconded and motion passed

Announcements

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. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

Next meeting September 5th, 2024

Adjourned at 6:16

Submitted by Jon Rutt

2023 Guide to Tennis Venue Services

SEE BELOW FOR HELPFUL HINTS AND AVAILABLE RESOURCES



BUSINESS SERVICES

- USTA assistance and support with liaising between public and private developers.
- Forecasting and financial recommendations that help determine project cost estimates.
- Identifying potential partners and funding sources
- Assistance with business plan preparation and review
- Providing recommendations for operations and staffing

TECHNICAL SERVICES

- Assessment of existing facility to address any problems with tennis courts, lights, etc.
- Preparation of existing facility rehabilitation or renovation plans
- Review of contract bids
- Review of construction documents to ensure all project details are clear, accurate and concise • Recommendations for alternative or cost saving methods for construction, grading and drainage plans

ADVOCACY SERVICES

- Complimentary [USTA Community Advocacy Handbook](#)
- Assist project leaders in developing their project's position and identifying a special proposal
- Provide tennis research and data to outline opportunities

DIGITAL TOOLS

- Create custom online programs and manage financial transactions with ease
- Oversee court bookings, sell and manage services, and connect with customers in one place
- Promote your business with easy email marketing and a free custom website

FACILITY FUNDING

- The USTA offers a competitive grant to facilities that meet additional requirements outlined below. Funding eligibility is based on many criteria including the successful completion of the technical review, the number of tennis courts at the site, and the programming offered at the facility.

Categories	Funding Description	USTA Contribution*
CATEGORY I	Basic Facility improvements, including fixed tennis court amenities (i.e. backboards, fencing, windscreens, smart court access, etc.) and blended 36' and 60' tennis line installation on existing tennis courts.	Up to 50% of total project cost (\$5,000 maximum)
CATEGORY II	Resurfacing of existing 36', 60', and 78' tennis courts. Converting 78' tennis courts to stand-alone 36' tennis courts.	Up to 50% of total project cost (\$35,000 maximum) 2 – 3 courts = \$5,000 – \$12,500 max 4 – 8 courts = \$12,500 – \$25,000 max 9+ courts = \$25,000 – \$35,000 max
CATEGORY III	New construction of 36', 60', and 78' tennis courts. Reconstruction of existing 36', 60', and 78' tennis courts. Lighting. Addition of structures over existing tennis courts.	Up to 50% of total project cost (\$55,000 maximum) 2 – 3 courts = \$15,000 – \$25,000 max 4 – 8 courts = \$25,000 – \$40,000 max 9+ courts = \$40,000 – \$55,000 max

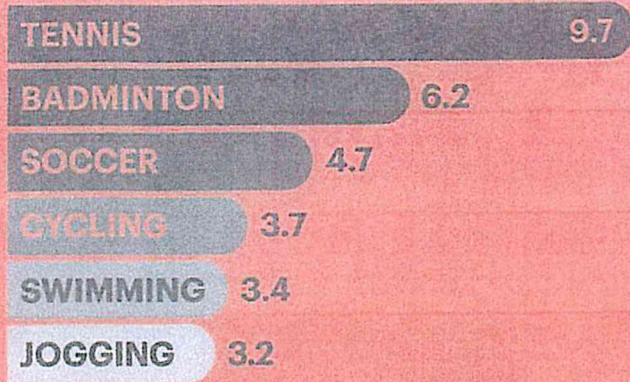
*Additional funds may be available for indoor projects.

CONTACT US

EMAIL FACILITIES@USTA.COM TO GET YOUR PROJECT STARTED TODAY

Play tennis, live longer... 10 years longer.

Tennis adds nearly 10 years to your life, more than any other sport or activity.



Mayo Clinic, Sep 2016

Tennis is goooooood for you.



Healthy Beats

Tennis improves heart health.



Healthy Pals

Tennis helps build and keep friendships.



Healthy Skills

Tennis improves coordination, agility and balance.



Healthy Thoughts

Tennis promotes mental well-being.



Healthy Bodies

Tennis increases fitness levels.



Healthy Vibes

Tennis raises self-confidence and lowers tension.

Tennis Venue Services

ADDITIONAL RESOURCES



**Newsletter
Sign-Ups**



**USTA.com/
Advocacy**



**USTA.com/
CTAs**



**USTA.com/
Facilities**



**USTA.com/
Parks**

**Amelia.Storer
@usta.com**

CTA@usta.com

**Facilities
@usta.com**



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LEGISLATIVE INFO (/LEGISLATURE)

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STATE PARKS BOARD (/ABOUTFWP/PARKSANDRECREATION)

FWP AT A GLANCE (/ABOUTFWP/AT-A-GLANCE)

OTHER COMMITTEES (/ABOUTFWP/COMMISSION-COUNCILS-COMMITTEES)

PUBLIC COMMENTS (/ABOUTFWP/PUBLIC-COMMENT-OPPORTUNITIES)

LAW ENFORCEMENT (/ABOUTFWP/ENFORCEMENT)

GRANT PROGRAMS (/ABOUTFWP/GRANT-PROGRAMS)

DESIGN & CONSTRUCTION (/ABOUTFWP/DESIGN-AND-CONSTRUCTION)

FWP REGIONS (/ABOUTFWP/REGIONS)

EMPLOYMENT (/ABOUTFWP/EMPLOYMENT)

TRIBAL PARTNERSHIPS

Land & Water Conservation Fund matching grants help local communities provide open spaces and healthy recreation places for Montana families.

LAND & WATER CONSERVATION FUND RECREATION GRANTS

Program Specifics

The Land & Water Conservation Fund (LWCF) Program is a federal grant program administered by Montana Fish, Wildlife & Parks (FWP). The LWCF Program provides matching grant funds to state, tribal, and local government entities to develop outdoor recreation. Montana's LWCF Program has funded over 800 projects throughout Montana since its creation in 1964.

The **2020-2024 Statewide Comprehensive Outdoor Recreation Plan (SCORP)** (https://files.cfc.umt.edu/humandimensionslab/SCORP_2020-2024.pdf) provides guidance to direct Montana's state-side apportionment of the federal Land and Water Conservation Fund grant program.

Eligibility and Funding

Examples of eligible projects include: ball fields, public parks, outdoor municipal pools, playgrounds, picnic facilities, walking trails and more. This grant requires a 50% match.

How to Apply

Next grant round [opens summer 2025](#).

Application Materials

- **2024 Application Guidelines** (</binaries/content/assets/fwp/aboutfwp/grants/land-and-water-conservation-fund/2024-cycle/2024-lwcf-application-guidelines.pdf>) (PDF)
- **Pre-Application Form** (<https://fwp.mt.gov/binaries/content/assets/fwp/aboutfwp/grants/land-and-water-conservation-fund/2024-cycle/2024-lwcf-pre-application-project-proposal.pdf>) (PDF)
Prospective LWCF Program applicants must complete and email this Pre-Application Project Proposal Form to the LWCF Program Manager before applying to the LWCF Program
- **2024 Grant Application** (/binaries/content/assets/fwp/aboutfwp/grants/land-and-water-conservation-fund/2024-cycle/2024_lwcf-grant-application.pdf) (PDF)

- [Resolution Authorizing Application \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/2024-lwcf-resolution-authorizing-application.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/2024-lwcf-resolution-authorizing-application.pdf) (PDF)

Document Examples

- [Boundary Map Example \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/boundary-map.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/boundary-map.pdf) (PDF)
- [Budget Example \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/budget-breakdown.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/budget-breakdown.pdf) (PDF)

Post-Award Materials

- [Limited Solicitation \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/lwcf-limited_solicitation1-1.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/lwcf-limited_solicitation1-1.pdf) (PDF)
- [Volunteer Hours Form \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/volunteer-hours-form.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2024-cycle/volunteer-hours-form.pdf) (PDF)

Past Awards

- [2022 LWCF Grant Awards \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2022-lwcf-awards.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2022-lwcf-awards.pdf) (PDF)
- [2021 LWCF Grant Awards \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2021-lwcf-awards.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2021-lwcf-awards.pdf) (PDF)
- [2020 LWCF Grant Awards \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2020-lwcf-awards.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2020-lwcf-awards.pdf) (PDF)
- [2019 LWCF Grant Awards \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2019-lwcf-community-grants_webcopy.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2019-lwcf-community-grants_webcopy.pdf) (PDF)
- [2018 LWCF Grant Awards \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/lwcfawards.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/lwcfawards.pdf) (PDF)
- [2012 - 2017 LWCF Grants \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2012-2017.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/2012-2017.pdf) (PDF)
- [1964 - 2011 LWCF Grants by County \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/lwcf-sites-by-county.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/lwcf-sites-by-county.pdf) (PDF)

Key Information

- [National Park Service LWCF Program Manual \(/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/lwcf-manual-oct-2023.pdf\)](/binaries/content/assets/fw/aboutfw/grants/land-and-water-conservation-fund/lwcf-manual-oct-2023.pdf) (PDF)

Program Contact

Sandy Crawford, LWCF Program Manager, ASLO

Montana Fish, Wildlife & Parks

PO Box 200701

Helena, MT 59620

406-444-3791 (tel:406-444-3791)

sacrawford@mt.gov (mailto:sacrawford@mt.gov)

File Attachments for Item:

12. Resolution No. R24-57: Resolution To Approve Street Vacation For Portion Of South Montana Avenue, Laurel Montana.

RESOLUTION NO. R24-57

RESOLUTION TO APPROVE STREET VACATION FOR PORTION OF SOUTH MONTANA AVENUE, LAUREL MONTANA.

WHEREAS, McDonald Land Holdings LLC and Fox Lumber Sales, Inc. (hereinafter “the Property Owners”) have petitioned the City of Laurel to vacate a portion of South Montana Avenue, Laurel, Montana, more particularly described as:

That portion of South Montana Avenue in the City of Laurel described as follows, to wit:

Beginning at a point which is the northeast corner of Lot 1 in Block 5 of the Plat of Hageman Subdivision Second Filing; thence, from said Point of Beginning, N 71°20'35” E a distance of 63.26 feet; thence S 00°10'40” E a distance of 250.43 feet; thence N 89°35'47” W a distance of 60.00 feet; thence N 00°10'40” W a distance of 229.77 feet to the Point of Beginning; containing an area of 14,406 square feet, more or less.

WHEREAS, the general location of the street is in Section 16, Township 2 South, Range 24 East, PMM, and the street is adjacent to Block 5, Lots 1-8, Hageman Subdivision, Second Filing, and Tract A1A1, Certificate of Survey 1424, Amended A1A, all within the City of Laurel, Yellowstone County, Montana;

WHEREAS, South Montana Avenue borders the Eastern portion of Hageman Subdivision in the City of Laurel, Yellowstone County, Montana, and intersects with East Railroad Street in a “T” intersection that is uncontrolled;

WHEREAS, the street at issue is reflected on the attached Exhibit A to Street Vacation Petition;

WHEREAS, the street is presently classified as an undeveloped public road;

WHEREAS, the street is of no present use to the City of Laurel, and the City has determined that it is in the best interests of the City, the inhabitants thereof, and the owners of the property adjacent to the land for the street to be vacated;

WHEREAS, vacation of the street will allow for increased development in the area, and the City does not believe that any reason exists not to vacate the street;

WHEREAS, pursuant to Mont. Code Ann. § 7-14-4114, Petitioners that constitute one hundred percent (100%) of all owners of lots on a street may petition for abandonment;

WHEREAS, Petitioners have filed the attached Street Vacation Petition, in which they have set forth all legal requirements for vacation of the street, as well as have acknowledged and agreed that, if the Petition is granted by the City, the vacation of the street shall not affect the right of any public utility to continue to maintain its plant and equipment pursuant to Mont. Code Ann. § 7-14-4115;

WHEREAS, the City conducted public hearings as follows: August 13, 2024, in City Council Chambers, regarding the Street Vacation Petition; and

WHEREAS, no objections were received, and therefore, the City believes it to be in the best interests of the City to move forward with the Street Vacation.

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

1. The City Council hereby adopts this Resolution to approve the Street Vacation Petition;
2. The Street Vacation Petition is hereby approved, adopted, and instructed to be filed with the Clerk and Recorder.

Introduced at a regular meeting of the City Council on the 13th day of August 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 13th day of August 2024.

APPROVED by the Mayor the 13th day of August 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

4077909 EASE

07/08/2024 11:42 AM Page 1 of 2 Fees: \$16.00

eRecorded For Yellowstone County, MT

Jeff Martin, Clerk & Recorder

After Recording, Return To:
Thomas E. Smith
Moulton Bellingham PC
P. O. Box 2559
Billings, MT 59103

RECIPROCAL ACCESS AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **McDonald Land Holdings LLC**, a Nevada series limited liability company, of 197 E. California Avenue, Suite 300, Las Vegas, Nevada 89104, hereby creates a Reciprocal Access Easement across, over, and through certain real property located within the Hageman Subdivision, Second Filing, City of Laurel, Yellowstone County, Montana, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 5, Hageman Subdivision, Second Filing, all in the City of Laurel, Yellowstone County, Montana.

This Reciprocal Access Agreement shall provide Reciprocal Access for vehicular and pedestrian access by and between each of the Lots set forth above, and shall specifically provide access to East Railroad Street for each of the Lots set forth above.

This Reciprocal Access Agreement is for the purpose of creating an access easement in favor of each Lot, together with the right of free ingress and egress by vehicular and pedestrian traffic, at all times.

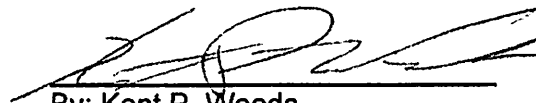
This Reciprocal Access Agreement is created for the benefit of the owners of Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 5, Hageman Subdivision, Second Filing, all in the City of Laurel, Yellowstone County, Montana.

The easement granted herein shall be used and enjoyed by each owner and its permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other owner or its permittees at any time conducted on its Lot including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

The easement granted herein does not include any rights to park vehicles or place equipment or other personal property within the Reciprocal Access Easement or surrounding parking areas, by one owner upon another owner's Lot.

This Reciprocal Access Agreement shall run with the real property and is binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators and assignees, and shall bind each owner thereof.

MCDONALD LAND HOLDINGS LLC
A Nevada series limited liability company



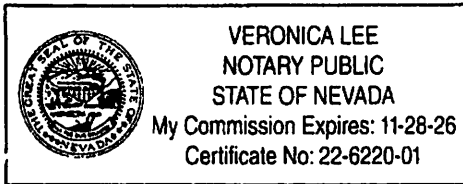
By: Kent P. Woods
Its: Manager

Date: 7/5/2024

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

On this 5th day of July, 2024, before me, the undersigned, a Notary Public for the State of Nevada, personally appeared KENT P. WOODS, known to me to be the Manager and duly authorized agent of **MCDONALD LAND HOLDINGS LLC**, the series limited liability company whose named is subscribed to the within instrument, and acknowledged and affirmed to me that he executed the same on behalf of said series limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Veronica Lee
Notary Public for the State of Nevada
Residing at 452 Bonanza, Henderson
My Commission Expires: 11-28, 2026

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

Part 41. General Provisions Related to Municipal Trafficways and Public Grounds

Procedure To Discontinue Streets

7-14-4114. Procedure to discontinue streets. (1) The council may discontinue a street or alley or any part of a street or alley in a city or town, if it can be done without detriment to the public interest, upon:

- (a) a petition in writing of all owners of lots on the street or alley; **or**
- (b) (i) a petition in writing of more than 50% of the owners of lots on the street or alley; and
(ii) approval by a majority vote of the council.

(2) Where the street or alley is to be closed for school purposes, the council may discontinue the street or alley upon a petition signed by 75% of the lot owners on the whole street or alley to be closed.

(3) Before acting upon the petition, a notice must be published, stating when the petition will be acted on and what street or alley or part of a street or alley is asked to be vacated. The notice must be published as provided in **7-1-4127**.

History: (1), (2)En. Sec. 429, 5th Div. Comp. Stat. 1887; amd. Sec. 5030, Pol. C. 1895; re-en. Sec. 3479, Rev. C. 1907; re-en. Sec. 5306, R.C.M. 1921; amd. Sec. 1, Ch. 13, L. 1929; re-en. Sec. 5306, R.C.M. 1935; amd. Sec. 1, Ch. 1, L. 1941; amd. Sec. 1, Ch. 36, L. 1945; Sec. 11-2801, R.C.M. 1947; (3)En. Sec. 429, 5th Div. Comp. Stat. 1887; amd. Sec. 5031, Pol. C. 1895; re-en. Sec. 3480, Rev. C. 1907; re-en. Sec. 5307, R.C.M. 1921; re-en. Sec. 5307, R.C.M. 1935; Sec. 11-2802, R.C.M. 1947; R.C.M. 1947, 11-2801(part), 11-2802; amd. Sec. 1, Ch. 78, L. 1989; amd. Sec. 51, Ch. 354, L. 2001.

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

Part 41. General Provisions Related to Municipal Trafficways and Public Grounds

Discontinuance Of Street Not To Affect Utility Easements

7-14-4115. Discontinuance of street not to affect utility easements. The vacation authorized by **7-14-4114** shall not affect the right of any public utility to continue to maintain its plant and equipment in any such streets or alleys.

History: En. Sec. 429, 5th Div. Comp. Stat. 1887; amd. Sec. 5030, Pol. C. 1895; re-en. Sec. 3479, Rev. C. 1907; re-en. Sec. 5306, R.C.M. 1921; amd. Sec. 1, Ch. 13, L. 1929; re-en. Sec. 5306, R.C.M. 1935; amd. Sec. 1, Ch. 1, L. 1941; amd. Sec. 1, Ch. 36, L. 1945; R.C.M. 1947, 11-2801(part).

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 1. GENERAL PROVISIONS

Part 41. Municipalities

Publication Of Notice -- Content -- Proof

7-1-4127. Publication of notice -- content -- proof. (1) A municipality shall comply with the notice requirements of **2-3-103**, including publication of an agenda prior to a meeting.

(2) When a municipality is required to publish notice, publication must be in a newspaper, except that in a municipality with a population of 500 or less, in a municipality in which a newspaper is not published, or in a municipality within a county where a newspaper does not meet the qualifications in subsection (3), publication must be made by posting in three public places in the municipality that have been designated by ordinance, one of which may be the municipality's website if the municipality has an active website.

(3) The newspaper must:

(a) be of general circulation;

(b) be published at least once a week;

(c) be published in the county where the municipality is located; and

(d) have, prior to July 1 of each year, submitted to the city clerk a sworn statement that includes:

(i) circulation for the prior 12 months;

(ii) a statement of net distribution;

(iii) itemization of paid circulation and circulation that is free; and

(iv) the method of distribution.

(4) A newspaper of general circulation does not include a newsletter or other document produced or published by the municipality.

(5) In the case of a contract award, the newspaper must have been published continuously in the county for the 12 months preceding the awarding of the contract.

(6) If a person is required by law or ordinance to pay for publication, the payment must be received before the publication may be made.

(7) The notice must be published twice, with at least 6 days separating each publication.

(8) The published notice must contain:

(a) the date, time, and place of the hearing or other action;

(b) a brief statement of the action to be taken;

(c) the address and telephone number of the person who may be contacted for further information on the action to be taken; and

(d) any other information required by the specific section requiring notice by publication.

(9) A published notice required by law may be supplemented by a radio or television broadcast of the notice in the manner prescribed in **2-3-105** through **2-3-107**.

(10) Proof of the publication or posting of any notice may be made by affidavit of the owner, publisher, printer, or clerk of the newspaper or of the person posting the notice.

(11) If the newspaper fails to publish a second notice, the municipality must be considered to have met the requirements of this section as long as the municipality submitted the required information prior to the submission deadline and the notice was posted in three public places in the municipality that were designated by ordinance and, if the municipality has an active website, was posted on the municipality's website at least 6 days prior to the hearing or other action for which notice was required.

History: En. Sec. 3, Ch. 455, L. 1979; amd. Sec. 3, Ch. 354, L. 2001; amd. Sec. 1, Ch. 97, L. 2009; amd. Sec. 2, Ch. 279, L. 2013; amd. Sec. 2, Ch. 139, L. 2023; amd. Sec. 3, Ch. 396, L. 2023.

STREET VACATION PETITION

City of Laurel
P.O. Box 10
Laurel, Montana 59044

We, McDonald Land Holdings LLC and Fox Lumber Sales, Inc., the undersigned, petition and request the City of Laurel vacate a portion of South Montana Avenue, Laurel, Montana, more particularly described as:

That portion of South Montana Avenue in the City of Laurel described as follows, to wit:

Beginning at a point which is the northeast corner of Lot 1 in Block 5 of the Plat of Hageman Subdivision Second Filing;
thence, from said Point of Beginning, N 71°20'35" E a distance of 63.26 feet;
thence S 00°10'40" E a distance of 250.43 feet;
thence N 89°35'47" W a distance of 60.00 feet;
thence N 00°10'40" W a distance of 229.77 feet to the Point of Beginning;
containing an area of 14,406 square feet, more or less.

(hereinafter referred to as "the street" -- See *Exhibit A attached.*)

The general location of the street is in Section 16, Township 2 South, Range 24 East, PMM, and the street is adjacent to Block 5, Lots 1 - 8, Hageman Subdivision, Second Filing, and Tract A1A1, Certificate of Survey 1423, Amended A1A, all within the City of Laurel, Yellowstone County, Montana. South Montana Avenue borders the Eastern portion of Hageman Subdivision in City of Laurel, Yellowstone County, Montana, and intersects with East Railroad Street in a "T" intersection that is uncontrolled. See the attached Exhibit A for the exact location of the portion of South Montana Avenue sought to be vacated by virtue of this Petition.

The street is presently classified as an undeveloped public road.

The street is of no present use to the City of Laurel. It is in the best interest of the City of Laurel, the inhabitants thereof and the owners of the property adjacent to the land for the street to be vacated. Vacation of the street will allow for increased development in the area. No reason exists not to vacate the street. Since 1976, South Montana Street terminates, or is a dead-end, at the point the street abuts Lot 8, Block 5, Hageman Subdivision, Second Filing (as a result of that certain Resolution No. 1573, passed and adopted by the City Council of the City of Laurel on November 2, 1976, whereby the City of Laurel vacated South Montana Avenue between northerly margin of 4th Street South to a point 75 feet northerly of the centerline 2nd Street South). The portion of South Montana Avenue which the Petitioners seek to have vacated is bordered on the

East, West and South by real property owned by the Petitioners. The street is bordered on the North by East Railroad Street. In accordance with Section 7-14-4114, MCA, the Petitioners constitute one hundred percent (100%) of all owners of lots on the street. Additionally, when the street is vacated, then the real property will no longer be tax exempt and the Petitioners will be obligated to pay real property taxes, thereby benefiting the City of Laurel, Yellowstone County, the State of Montana, and all the inhabitants thereof. Petitioners acknowledge and agree that if this Petition is granted by the City of Laurel, the vacation of the street shall not affect the right of any public utility to continue to maintain its plant and equipment pursuant to Section 7-14-4115, MCA.

The adjacent property is owned by the Petitioners whose information is as follows:

1. **McDonald Land Holdings LLC**, whose address is 197 E. California Avenue, Suite 300, Las Vegas, Nevada 89104, and owns Block 5, Lots 1 - 12, Hageman Subdivision, Second Filing, and Certificate of Survey No. 2854, all in the City of Laurel, Yellowstone County, Montana.

The registered agent of McDonald Land Holdings LLC is C T Corporation System, with an address of 3011 American Way, Missoula, MT 59808; and

2. **Fox Lumber Sales, Inc.**, whose mailing address of P.O. Drawer 1000, Hamilton, Montana 59840, and owns Tract A1A1, Certificate of Survey 1423, Amended A1A, in the City of Laurel, Yellowstone County, Montana.

The registered agent of Fox Lumber Sales, Inc. is Thomas L. Fox, with a mailing address of P.O. Box 1000, Hamilton, MT 59840.

There are no covenants or deed restrictions affecting the street.

As noted above, the vacation of the street shall not affect the right of any public utility to continue to maintain its plant and equipment pursuant to Section 7-14-4115, MCA.


The attached Exhibit A shows the portion of the street that the undersigned Petitioners hereby petition to vacate.

Once the street is vacated, the undersigned propose that the street be allocated and conveyed from the City of Laurel by Merger Quit Claim Deed to Fox Lumber Sales, Inc. and/or McDonald Land Holdings LLC, or as the Petitioners agree in writing, pursuant to Montana law, Section 70-16-202, MCA.

The undersigned Petitioners respectfully request that the City of Laurel approve the Petition and the street be vacated.

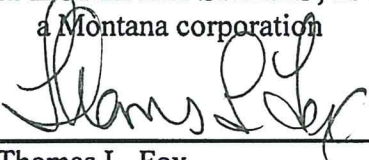
(Signature of Petitioners on Following Page)

MCDONALD LAND HOLDINGS LLC
a Nevada series limited liability company



By: Kent P. Woods
Its: Manager
Date: 6/10/24

FOX LUMBER SALES, INC.
a Montana corporation



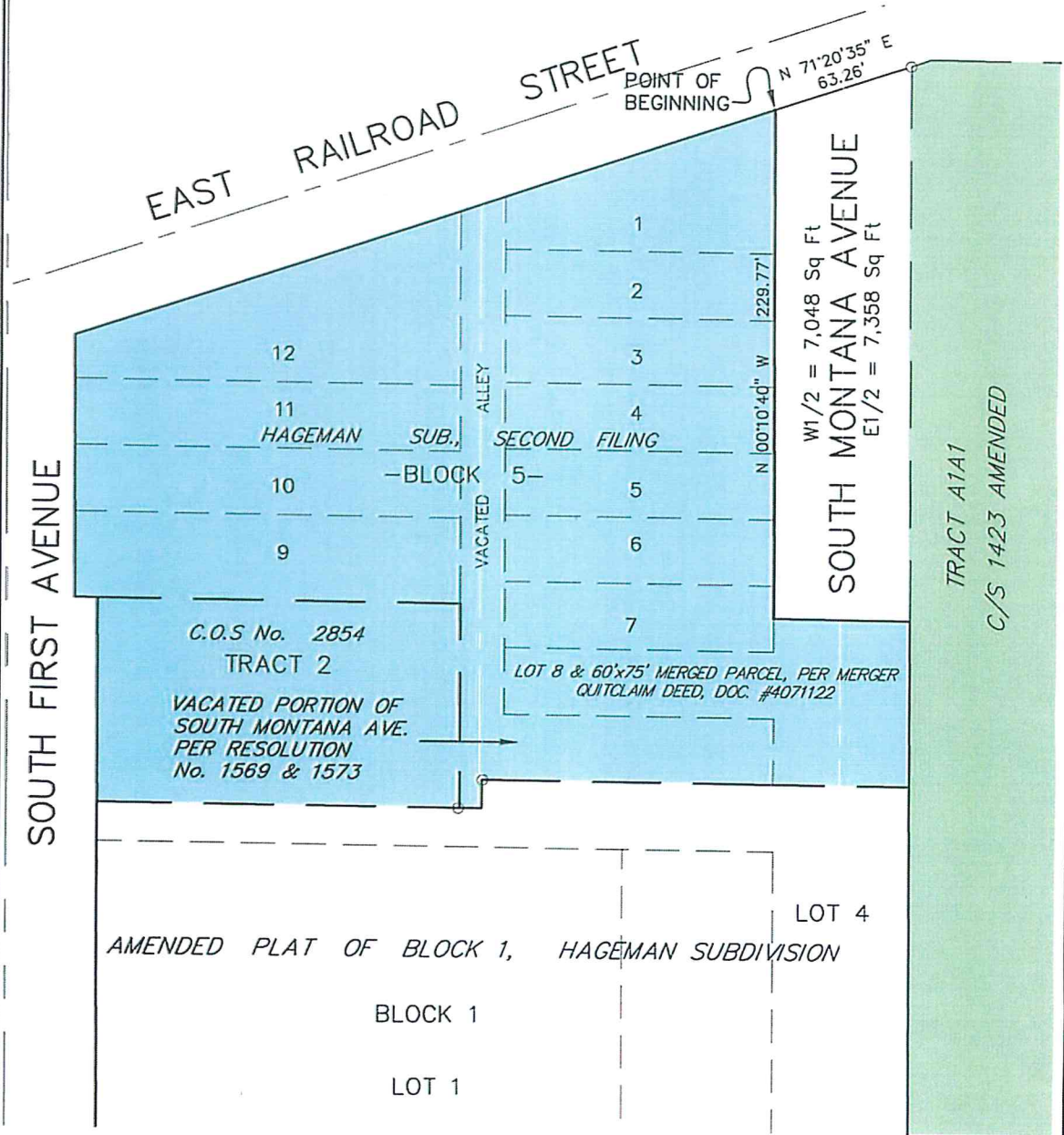
By: Thomas L. Fox
Its: President
Date: 5/31/2024

EXHIBIT A



PROPOSED VACATED PORTION OF SOUTH MONTANA AVENUE
HAGEMAN SUBDIVISION SECOND FILING IN THE CITY OF LAUREL, MONTANA

PREPARED FOR : McDONALD LAND HOLDINGS LLC
PREPARED BY : SANDERSON STEWART

MAY 2024
BILLINGS, MONTANA

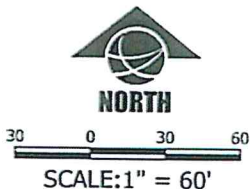


Adjacent Ownership:

McDonald Land Holdings LLC 
Fox Lumber Sales, Inc. 

That portion of South Montana Avenue in the City of Laurel described as follows, to wit:

Beginning at a point which is the northeast corner of Lot 1 in Block 5 of the Plat of Hageman Subdivision Second Filing;
thence, from said Point of Beginning, N 71°20'35" E a distance of 63.26 feet;
thence S 00°10'40" E a distance of 250.43 feet;
thence N 89°35'47" W a distance of 60.00 feet;
thence N 00°10'40" W a distance of 229.77 feet to the Point of Beginning;
containing an area of 14,406 square feet, more or less.



File Attachments for Item:

13. Resolution No. R24-58: A Resolution Of The City Council Declaring Certain City Of Laurel Property As “Surplus” Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.

RESOLUTION NO. R24-58

A RESOLUTION OF THE CITY COUNCIL DECLARING CERTAIN CITY OF LAUREL PROPERTY AS “SURPLUS” AVAILABLE FOR SALE OR TRADE TO THE PUBLIC OR OTHER GOVERNMENTAL ENTITIES OR VENDORS.

WHEREAS, the City of Laurel has inventoried vehicles, equipment, and other items that are no longer of use to the City; and

WHEREAS, in accordance with Mont. Code Ann. § 7-8-420(1), the City of Laurel City Council has the authority to sell or otherwise dispose of the property by declaring it surplus; and

WHEREAS, the surplus items shall be offered to the public for sale or utilized by the City for purposes of trade or sale to obtain new equipment or property for use by the City of Laurel.

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

1. The City of Laurel City Council declares the property included on the attached “Schedule A” as “surplus property” pursuant to Montana law; and
2. The Mayor and City Staff are authorized to dispose of the surplus property through public sale or trade with any governmental entity or group in order to obtain new property for City use.

Introduced at a regular meeting of the City Council on the 13th day of August 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 13th day of August 2024.

APPROVED by the Mayor the 13th day of August 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Squad Car – 2016 Ford Explorer – 1FM5K8AR3GGA08327
Old Office Materials
Bikes
Outdated Backboards
Outdated Training Supplies
Brush Truck - 1FDKF38L1GPB09927
School Bus - 2GBHG31K6K4156005
Military Truck - Serial 04C-77271052518976
Broken Compressor
1997 John Deere Backhoe - T0310SE835098
Roll Off Truck – 1991 White GMC - 4V2JCBME6RM813001
Suburban – 1995 Chevy Suburban - 1GKFK16K9SJ74636
Lawnmower
Broken Hydrants
Trench Box

File Attachments for Item:

14. Resolution No. R24-59: A Resolution Of The City Council Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70.

RESOLUTION NO. R24-59

**A RESOLUTION OF THE CITY COUNCIL APPROVING AGREEMENT
REGARDING SCHOOL RESOURCE OFFICER PROGRAM BY AND BETWEEN
THE CITY OF LAUREL AND LAUREL PUBLIC SCHOOLS, DISTRICT 7 & 7-70.**

WHEREAS, the City of Laurel (hereinafter “the City”) and the Laurel Public Schools, District 7 & 7-70 (hereinafter “the District”) desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District-sponsored events and activities;

WHEREAS, Montana law authorizes the District to contract with the City to have municipal law enforcement provide a School Resource Officer (hereinafter “SRO”) and SRO-related law enforcement services;

WHEREAS, Montana law further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for law enforcement officers who are assigned to perform SRO duties in the District; and

WHEREAS, the City and the District have agreed to an Agreement Regarding School Resource Officer Program (hereinafter “SRO Agreement”), which is attached hereto and incorporated herein.

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

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

Section 2: Execution. The Mayor is hereby given authority to execute the SRO Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on the 13th day of August 2024 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 13th day of August 2024.

APPROVED by the Mayor on the 13th day of August 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

AGREEMENT REGARDING
SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is entered into this ____ day of _____, 2024, by and between the City of Laurel (hereinafter “the City” or “the City of Laurel”) and the Laurel Public Schools, District 7 & 7-70 (hereinafter “the District” or “the School District”) as follows:

RECITALS

WHEREAS, the District and the City desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District-sponsored events and activities;

WHEREAS, Montana law authorizes the District to contract with the City to have municipal law enforcement provide a School Resource Officer (hereinafter “SRO”) and SRO-related law enforcement services; and

WHEREAS, Montana law further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for law enforcement officers who are assigned to perform SRO duties in the District.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Purpose of Agreement:** The purpose of this Agreement is for the City to assign 1) one law enforcement officer and reasonably necessary equipment to the District for the School Resource Officer program for the City of Laurel Middle School and 2) one law enforcement officer and reasonably necessary equipment to the District for the School Resource Officer program for the City of Laurel High School.
2. **Definitions:** The following definitions apply to this Agreement:
 - a. “Additional services” mean services that a law enforcement officer provides, at the District’s request, outside the regular hours of SRO service that are described in this Agreement. By way of example, but without limitation, the SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
 - b. “Exigent circumstances” mean circumstances under which the courts permit law enforcement officers to execute a warrantless search or seizure; circumstances under which a reasonable law enforcement officer would believe that a person presents an

immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a law enforcement officer is in hot pursuit of a suspect who is believed to have committed, or to have attempted to commit, a serious crime and is in the process of fleeing.

- c. “School resource officer” or “SRO” means a licensed law enforcement officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
- d. “SRO duties” include, but are not necessarily limited to, the following:
- protecting persons who are present on school property or at a school sponsored event or activity;
 - protecting real and personal property;
 - serving as a role model for students, parents, and community members;
 - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
 - identifying and advising on security vulnerabilities in the District’s schools;
 - being present and visible on school property and surrounding areas;
 - serving as a resource for school officials regarding the prevention and deterring of criminal activity on school property and at school sponsored events and activities;
 - serving as a mentor and resource for students;
 - conducting regular meetings with various student groups that represent a diverse population in efforts to promote positive relationships;
 - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
 - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - as required for exigent circumstances or immediate safety threats (as determined in collaboration with the District), conducting searches of students, student lockers, student backpacks, school property, and student vehicles;
 - recovering lost or stolen property;

- enforcing all criminal laws on school property and at school sponsored events and activities;
 - responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the District related to equity, childhood trauma, cultural responsiveness and others as requested by the Superintendent;
 - meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
 - other tasks as assigned by the Laurel Police Department.
- e. “School day” means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not school days.
- f. “School property” means: any property, within the City of Laurel, owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided.
3. **Term:** This Agreement is for a term of one-year beginning on September 1, 2024 and ending on August 31, 2025. This Agreement will automatically renew for a period of twelve calendar months (September 1 to August 31) unless either party provides written notice of termination to the other party on or July 1st.
4. **Termination:** This Agreement may be terminated with or without cause by either party upon thirty (30) days’ prior written notice.
5. **Employment of SRO:**
- a. The SRO shall be an employee of the City of Laurel and shall be subject to the administration, supervision, and control of the City of Laurel.
 - b. The SRO shall be subject to all personnel policies and practices of the City of Laurel, except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - c. The City of Laurel, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.

6. Assignment of SRO:

a. Duty Hours:

i. SRO duty hours shall be determined by the provisions of the Collective Bargaining Agreement between the City of Laurel and Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.

ii. It is understood and agreed that time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO, as well as SRO duties involved in school zone enforcement, home visits, and procedural matters involving the Police Department, shall be considered as hours worked under this Agreement.

b. Absences:

i. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the Principal of the school to which the SRO is assigned.

ii. If an SRO is absent for more than ten (10) consecutive school days, related to a leave of absence, the City will undertake reasonable efforts to assign another licensed law enforcement officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.

c. Vehicle/Equipment/Training: The City is responsible for providing the SRO with a vehicle and all necessary law enforcement equipment, including any necessary electronic devices. The City is also responsible for providing training and education to all law enforcement officers who are assigned to provide services pursuant to this Agreement.

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. 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 the City's sole and exclusive 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, the Chief of Police and the Superintendent will each individually 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, in considering any changes to be made for the upcoming school year.
- c. The SRO will be subject to current policies and procedures in effect for City of Laurel 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 cause 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.

9. **Payment/Costs:**

- a. **Monthly Base Payment:** The District will pay the City the following fees per year, in two equal payments in December 2024 and June 2025, for all SRO services, excluding additional services, which are provided pursuant to this Agreement:

Seventy-Three Thousand Nine Hundred Sixty-One Dollars and One Cent (\$73,961.01) for SRO No. 1; and

Seventy Thousand Seven Hundred Fifty-Five Dollars and Fifty-Three Cents (\$70,755.53) for SRO No. 2.

This payment is intended to cover a reasonable amount of the cost the City incurs in paying wages, providing benefits, and providing transportation for the SRO assigned to perform SRO duties under this Agreement. The City will invoice the District in December 2024 and June 2025, with each invoice to reflect half of the total two-balances combined, as reflected above.

- b. **Costs:** The City agrees to pay all overtime costs, non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances, and costs relating to vehicle and insurance.
- c. **Additional Services:** District administrators and school administrators may request that the City assign one or more law enforcement officers to provide "additional services" as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer's wages for the hours worked while providing additional services, any resulting overtime costs, a prorated portion of the officer's benefits for the hours worked while providing additional services, and the officer's transportation costs directly associated with providing

additional services. The City will submit an itemized invoice to the District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services.

10. **District Responsibilities:** In addition to making the payments described in this Agreement, the District will provide office space for the SRO. At a minimum, the office space will be furnished with a desk, chair, filing space capable of being secured, a computer, and a landline telephone. The SRO may print materials and make photocopies at the school where the SRO is assigned if the materials and photocopies relate to SRO duties.
11. **Prohibited Actions:** In the absence of exigent circumstances, a law enforcement officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, a law enforcement officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.
12. **Execution of Arrest Warrants:** When executing an arrest warrant for a student on school property, a law enforcement officer must make reasonable efforts to protect other students and staff members who are present and to avoid undue embarrassment to the student who is being arrested. This paragraph is not intended to prevent an officer from taking immediate action to arrest a student who is fleeing or who presents an imminent and substantial risk of harm to self, others, or property.
13. **Access to Records.** School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence. If confidential student record information is needed by the SRO, but no emergency situation exists, the information may be released only as allowed by law.
14. **Liability and Indemnification:** Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives.

Each party's liability, if any, is limited by applicable Montana law, and nothing in this Agreement may be deemed to constitute a waiver of those limits.

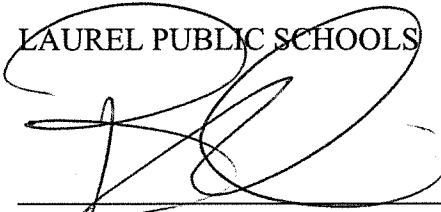
15. **Notices:** The District must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the City's Chief of Police, Stan Langve, at slangve@laurel.mt.gov or 215 West First Street, Laurel MT 59044. The City must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the District's Superintendent at 410 Colorado Avenue, Laurel MT 59044. Either party may designate a different addressee or address at any time by giving written notice to the other party. Notice that is delivered by mail is effective upon mailing. Notice that is delivered by email is effective upon transmission.
16. **No Unlawful Discrimination:** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.
17. **Waiver and Enforcement:** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.
18. **Equal Drafting:** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
19. **Choice of Law, Forum, and Severability:** This Agreement is governed by the laws of the State of Montana. The parties agree that the Montana state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
20. **Entire Agreement, Changes, and Effect:** This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party

has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF LAUREL

City of Laurel Mayor
Date: _____

LAUREL PUBLIC SCHOOLS


District Board Chairperson
Date: 7/24/24

File Attachments for Item:

15. Resolution No. R24-60: A Resolution Of The City Council Approving A Commitment Of Funding For The Completion Of The West Railroad Street Project.

RESOLUTION NO. R24-60

A RESOLUTION OF THE CITY COUNCIL APPROVING A COMMITMENT OF FUNDING FOR THE COMPLETION OF THE WEST RAILROAD STREET PROJECT.

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

Section 1: Approval. The Montana Department of Transportation Memorandum regarding estimated costs of completion for the West Railroad Street Project (hereinafter “the MDT Memorandum”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the MDT Memorandum on behalf of the City.

Section 3: City Obligations. The City hereby agrees that it will commit to a funding addition up to and including the amount of \$2,737,319.00 for the completion of this project. The City further understands and agrees that payment is not required until an estimated sixty days before bid letting.

Introduced at a regular meeting of the City Council on the 13th day of August, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 13th day of August, 2024.

APPROVED by the Mayor the 13th day of August, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

AMENDMENT 1
UPN 10121 WEST RAILROAD STREET – LAUREL
MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTANA DEPARTMENT OF TRANSPORTATION
AND
CITY OF LAUREL

The City of Laurel (CITY) and the Montana Department of Transportation (MDT) do hereby agree and acknowledge that the WEST RAILROAD STREET, LAUREL UPN 10121000 Memorandum of Agreement (MOA) entered January 2, 2023, is amended as follows:

The purpose of this amendment is to update information to reflect the current scope of work and associated cost estimates for reconstruction of WEST RAILROAD STREET, LAUREL UPN 10121000 (PROJECT) and increase the CITY funding contribution required to complete the PROJECT.

PARAGRAPH 2 IS AMENDED TO READ:

This PROJECT is in the city of Laurel on West Railroad Street (U-6902) from the junction with 1st Avenue (N-4) to the junction with 8th Avenue (L-56-419A). The scope of work includes reconstruction work on West Railroad Street from the intersection of 1st Avenue to 8th Avenue. This includes one travel lane in each direction, curb, gutter, sidewalks, ADA installations, storm drain installation, and utility relocations to the existing roadway.

5th RECITAL AND FOOTNOTE 1 ARE AMENDED TO READ:

WHEREAS, the current estimated cost for all phases of the PROJECT is approximately \$10,441,000¹ including indirect costs (IDC) and inflation.

FN 1 Cost estimate includes all phases, inflation, and IDC.

SECTION III C (1) IS AMENDED TO READ:

1. Agree and understand Section 17-1-106 MCA requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's indirect costs as defined by 2 CFR Part 200 Appendix VII. MDT's current IDC rate is 11.32% for fiscal year 2025 (July 1, 2024, to June 30, 2025). For this PROJECT, MDT billings to the CITY will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY, if this PROJECT extends across more than one fiscal

year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.

SECTION III C (3) AND FOOTNOTE 2 ARE AMENDED TO READ:

3. Agree current PROJECT cost estimate for all phases is \$10,441,000, this includes IDC, contingency, and inflation to FFY27. The CITY is responsible for all project costs in excess of available STPU funds.

Available funding from PROJECT funding sources include:

STPU funds FFY 2027 ² :	\$	5,203,681
Local Funding:	\$	<u>5,237,319</u>
	\$	10,441,000

FN 2 Estimated Annual Allocations are subject to MDT Transportation Commission Approval. Funding projections are based on the best available information and are subject to change given funding uncertainties and unknown impacts of future congressional or other federal and state actions. Surface Transportation Program Urban (STPU) funds available are dependent on the delivery year of the PROJECT.

SECTION IX (7) IS AMENDED TO READ:

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's IDC rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 11.32% for fiscal year 2025 (July 1, 2024, to June 30, 2025). If the work occurs or extends into fiscal year 2026 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

Kelly Strecker
City Clerk/Treasurer
115 West 1st St.
Laurel, MT 59044

- ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue

PO Box 201001
Helena, MT 59620-1001

The remaining terms and provisions of the original Memorandum of Agreement, including any subsequent amendments, remain in full force and effect and are incorporated fully herein.

DRAFT

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF LAUREL

By: _____
Mayor

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Montana Department of Transportation

Approved for Legal Content:
By: _____
MDT Legal Services

Approved for Civil Rights Content:
By: _____
MDT Office of Civil Rights

DRAFT

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF LAUREL AND THE MONTANA DEPARTMENT OF
TRANSPORTATION FOR THE PLANNING AND CONSTRUCTION OF
WEST RAILROAD STREET**

This memorandum of agreement (MOA) by and between CITY of Laurel, 115 W. 1st Street, Laurel, MT 59044 (CITY), and the Montana Department of Transportation, PO Box 201001, Helena, MT 59620-1001 (MDT) establishes the roles, responsibilities, and commitments relative to the planning, costs, and administration responsibilities necessary for the reconstruction of West Railroad Street from 1st Avenue to 8th Avenue within the Laurel Urban Area.

This PROJECT is in the city of Laurel on West Railroad Street (U-6902) from the junction with 1st Avenue (N-4) to the junction with 8th Avenue (L-56-419A). The scope of work includes reconstruction work on West Railroad Street from the intersection of 1st Avenue to 8th Avenue. This includes one travel lane in each direction, new two-way left-turn lane, curb, gutter, sidewalks, and improvements to the existing roadway.

WHEREAS, MDT is responsible for assuring that the planning, design, approvals and environmental clearances, construction, and maintenance of state and federally-designated highway system facilities provide for the benefit of the traveling public in a safe and efficient manner in accordance with Title 23 United States Code (U. S. C.) and related federal regulation and guidance and Title 60, Montana Code Annotated (MCA); and

WHEREAS, the CITY agrees to be responsible for items identified in this MOA and be responsible for preparing the financial package for the PROJECT; and

WHEREAS, the CITY agrees and understands that the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.; and

WHEREAS, the CITY agrees this PROJECT is and will remain the CITY's Urban Highway Program funding priority until constructed; and

WHEREAS, the current estimated cost for all phases of the PROJECT is approximately \$7,600,000¹ including indirect costs (IDC);

WHEREAS, it is mutually agreed upon that a cooperative delineation and identification of duties and responsibilities of the parties is essential to the overall development of this PROJECT.

NOW THEREFORE, the parties set forth below the fundamental duties and responsibilities necessary for this proposed PROJECT.

¹ Cost estimate based on preliminary estimates dated 11/2021, includes all phases, inflation, and IDC.

I. PROJECT DEVELOPMENT

A. MDT:

1. Will develop and let the PROJECT for construction including consultant management, administration, engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase, right of way acquisition, and utility relocations in preparation to let and to construct the PROJECT.
2. Agrees all design will be in accordance with MDT's Project Development Procedures and Design Manuals and, where applicable, current MDT and AASHTO urban standards.
3. Agrees to collaborate with the CITY and the consultant on design specific details in all public involvement activities.

B. CITY:

1. Agrees to act as the PROJECT sponsor and will provide appropriate and timely input during the PROJECT's development. The CITY will issue local permits for applicable construction activities.
2. Acknowledges PROJECT design decisions and changes have potential to impact PROJECT schedule and fundability.
3. Agrees to participate and support MDT in public forums, present in collaboration with the consultant and MDT design specific details and PROJECT elements.
4. Agrees to update the local Transportation Coordinating Committee (TCC) regularly. Updates to include PROJECT status including PROJECT decisions affecting STPU funding.

II. ENVIRONMENTAL REVIEW

A. MDT:

1. Will be responsible for the development of documents necessary for compliance with the National Environmental Policy Act (NEPA), 23 CFR 771, Section 106 of the National Historic Preservation Act (NHPA), Section 4(f) of the DOT Act, and the Montana Environmental Policy Act (MEPA), in connection with the actions contemplated in this agreement. MDT will coordinate with FHWA for their approval of the NEPA document, as necessary.

B. All Parties:

1. Understand that the decisions made by MDT and FHWA pursuant hereto and the execution of this agreement do not constitute the irretrievable commitment of resources by MDT or the CITY until all necessary steps are taken with regard to any particular decision to comply with NEPA/MEPA and other applicable state and federal laws.

III. FUNDING

A. MDT:

1. Will bill the CITY for costs in excess of available federal funding or elements that are not federal-aid eligible prior to programming.

B. CITY:

1. Agrees to and acknowledges its responsibility for all costs associated with the PROJECT in excess of available STPU funds, for 100% of non-federal aid eligible costs, and payback of state and federal funds expended on the PROJECT if required.
2. Will provide any necessary local or non-federal match funds and associated indirect costs to MDT within thirty (30) days of billing. MDT will not submit programming requests to FHWA for individual PROJECT phases until the required matching funds and funds for costs in excess of available federal funds, if any, have been transferred to MDT.
3. Agrees, if the CITY actions cause MDT to terminate the PROJECT development at any time, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT, up to the date of the stoppage.
4. Agrees, if the CITY actions result in federal nonparticipation, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT related to all nonparticipation costs.
5. Will develop a comprehensive financial plan, for MDT review and approval, for the PROJECT. The financial plan must address sources of funds in the event of unanticipated cost overruns. This financial plan must be approved before MDT will request programming for the construction phase of the PROJECT.

C. All Parties:

1. Agree and understand Section 17-1-106 MCA requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's indirect costs as defined by 2 CFR Part 200 Appendix VII. MDT's current indirect cost rate is 10.71% for fiscal year 2023 (July 1, 2022, to June 30, 2023).
For this PROJECT, MDT billings to the CITY will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY, if this PROJECT extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.
2. Agree and understand the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.
3. Agree current PROJECT cost estimate for all phases is \$7,600,000, this includes IDC, contingency, and inflation to FFY26. Project costs will be assessed at final design. If at final design, the estimate exceeds the available STPU funds described in this Section, the CITY will have the option to modify PROJECT features to best fit the PROJECT needs and budget.

PROJECT funding sources include:

STPU funds FFY 2026 ² :	\$ 5,200,000
Local funding:	<u>\$ 2,500,000</u>
	\$ 7,700,000

4. Agree PROJECT estimates will be updated at PROJECT milestones or as more refined estimates become available until PROJECT closeout. All Parties will meet regularly during the PROJECT development process and during each phase to exchange PROJECT information, ensure PROJECT and funding are tracking together, and identify any outstanding issues.
5. Acknowledge PROJECT design details and changes have potential to impact PROJECT schedule and fundability. PROJECT cost increases above available funding will delay PROJECT delivery timeframes until a complete funding package has been secured.

IV. PROJECT DESIGN PHASE

A. MDT:

1. Will develop constructible design plans, in accordance with MDT design policies, practices, guidelines, and the environmental process for the PROJECT.
2. Will provide the CITY a design phase cost estimate including indirect costs to cover MDT administrative expenses and request for any non-federal match funds.

V. RIGHT-OF-WAY ACQUISITION

A. MDT:

1. Will request federal authorization to proceed with right-of-way acquisitions.
2. Will follow standard procedures to appraise, acquire and certify that all right-of-way donated or purchased for this PROJECT was acquired in accordance with all applicable federal and state laws and regulations required for federal funded projects such as 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulation for Federally Assisted Programs, and the guidelines and procedures contained in MDT's Right of Way Manual.
3. Acknowledges that any right of way donated toward the PROJECT will reduce the overall PROJECT costs and be considered as participation in the PROJECT funding package, subject to limitations of federal/state match requirements, the right of way requirements of the PROJECT, and subject to FHWA approval.

B. CITY:

1. Acknowledges that, according to federal regulations, if right-of-way is donated to a PROJECT, the value of the right-of-way can only be credited

²Estimated Annual Allocations are subject to MDT Transportation Commission approval. Funding Projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal and state actions. Surface Transportation Program (STPU) funds available is dependent on the delivery year of the PROJECT.

after notification from MDT that FHWA authorization to proceed with right-of-way acquisition has been issued and is subject to the following provisions:

- a. Any right-of-way acquired or donated for the PROJECT must be procured in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federally Assisted Programs, and the guidelines and procedures contained in MDT's Right of Way Manual. Per MDT Policy Procedure 8.03.004.1, donated right of way for the PROJECT as in-kind contribution can be used to reduce the overall PROJECT costs, not to match federal funds. Donated right of way will be valued by MDT as consistent with state and federal requirements.

C. All Parties:

1. Agree valuation of CITY's right of way acquired for the PROJECT will be determined by a qualified appraiser per MDT's discretion.

VI. UTILITIES

A. MDT:

1. Will inform the utility companies responsible for water, storm and sanitary sewer, power, gas, and phone of the future plans for the area and encourage the utility companies to make provision for any utility additions, adjustments, or replacement anticipated within 20 years after the estimated completion of the PROJECT.
2. Will prepare necessary utility agreements for facilities that must be moved because of conflicts with the proposed PROJECT.
3. Will follow standard procedures for utility relocations and will coordinate with the CITY.

VII. CONTRACT AWARD ADMINISTRATION

A. MDT:

1. Will provide a detailed breakdown of all estimated PROJECT costs and bill the CITY accordingly for local contributions as necessary to complete the funding package and bill the CITY in advance for construction of the PROJECT no more than (60) days before bid opening.
2. Bid, award, and administer the construction contract for the PROJECT, once a complete funding package is in place, in accordance with the standard MDT procedures, including obtaining concurrence of award from FHWA.
3. Will not award the PROJECT contract without the CITY's concurrence if the bid price exceeds the available funds or exceeds MDT's Project Award Guidelines.

B. CITY:

1. Will submit payment for its portion of PROJECT cost based on the MDT engineer's estimate for the construction and construction engineering costs to the MDT within thirty (30) days of billing.
2. Agrees if the federal government requires a reimbursement or return of any federal funds because a PROJECT doesn't advance due to CITY's failure to make any scheduled payment, the CITY will reimburse MDT for those federal funds within thirty (30) days of billing.

3. Agrees if at bid opening the CITY concurs with cost increases greater than MDT's Project Award Guidelines, the CITY will pay the increased costs in excess of available STPU funds within thirty (30) days of MDT's billing.
4. Agrees if at bid opening the CITY does not concur with cost increases greater than 10% of MDT's estimate, MDT will not award the PROJECT.
5. Agrees payments to this PROJECT will be coordinated through the MDT's Administration Division and will be provided to MDT staff in the form of a check to be deposited and credited to this PROJECT. Please make the check payable to the "Montana Department of Transportation" and send your payment to:

Montana Department of Transportation
Attention: Collections
P.O. Box 201001
Helena, MT 59620-1001

The contact for billing and accounting questions for the MDT will be:
Ben Ternes
Special Project Accountant
P.O. Box 201001
Helena, MT 59620-1001

The contact for billing and accounting questions for the CITY will be:
Kelly Strecker
City Clerk/Treasurer
115 West 1st St.
Laurel, MT 59044

C. All Parties:

1. Agree project costs will be assessed at final design. If at final design, the estimate exceeds the available STPU funds described in Section III, the CITY will have the option to modify PROJECT features to best fit the PROJECT needs and budget.
2. Understand it is possible that the PROJECT estimate may be exceeded once construction has begun. MDT will inform the CITY beforehand, and as early as possible, of anything that appears will result in a cost increase in excess of available STPU funds and will discuss the need for any possible change order with the CITY. It is agreed the CITY does not have the ability to veto or delay, or refuse to pay for, any change orders deemed necessary by MDT. Change orders, costs increase or unforeseen expenses in excess of available STPU funds will be borne by the CITY.
3. Agree the CITY's portion of the cost of any change order will be billed as early as it can be readily determined and will be due and payable by the CITY within thirty (30) days of the statement.
4. Agree within six (6) months after the PROJECT has been finally accepted with the final costs submitted, MDT will submit a final statement to the CITY. The final statement will be in the form of an invoice and provide details of any expenses that may be identified as "miscellaneous," billing the CITY for cost overruns, or it will be a check, for overpayment by the CITY. The CITY must

submit payment to MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the CITY is billed for additional funds, MDT will not participate in any future funding agreements with the CITY until full payment, including interest, is received from the CITY.

VIII. PROJECT CONSTRUCTION PHASE

A. MDT:

1. Will request programming of STPU funds and program local funds necessary to complete the funding package for the construction phase of the proposed PROJECT.

B. CITY:

1. Acknowledges the funding plan must demonstrate that all components of the PROJECT will be completed.
2. Acknowledges FHWA construction phase approval is contingent on an acceptable and comprehensive funding plan for the completed PROJECT.
3. Acknowledges the value of quantifiable materials and other MDT and FHWA approved in-kind contributions can also be credited to reduce overall PROJECT costs if all specifications are met and the transfer of ownership is accomplished after the PROJECT is programmed. No other contributions or services will be credited.

C. All Parties:

1. Agree and understand that MDT's funding contribution is contingent on the conditions described herein and therefore the PROJECT will not be programmed for the construction phase until:
 - a. a funding package for the PROJECT through construction, including contingencies and overruns, is in place to MDT's satisfaction; and
 - b. all approvals, clearances and permits are obtained.

IX. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the CITY violates or breaches any term, condition, or article of this Agreement and the CITY has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the CITY's representative, of such violation or breach of any term, condition, or article of this Agreement.
3. **Other Agreements** – Other Agreements pertaining to the PROJECT area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The CITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and

reasonable attorney fees) arising in favor of or asserted by the CITY's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the CITY, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

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

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The CITY must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

- a. It is agreed, if any repairs to the elements of the PROJECT must be performed to address or prevent a public hazard, the CITY will immediately protect the area from public access, contact the appropriate MDT District

Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's IDC rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.71% for fiscal year 2023 (July 1, 2022, to June 30, 2023). If the work occurs or extends into fiscal year 2024 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

Kelly Strecker
City Clerk/Treasurer
115 West 1st St.
Laurel, MT 59044

- ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The CITY will require that during the performance of any work arising out of this Agreement the CITY, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this Agreement.

12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT policies and guidelines for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series.
13. Audit – The CITY grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the CITY maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
 - a. CITY's Representative: The CITY's Representative for this Agreement shall be the CITY Manager or designee or such other individual as CITY shall designate in writing. Whenever approval or authorization from or communication or submission to CITY is required by this Agreement, such communication or submission shall be directed to the CITY's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when CITY's Representative is not available, MDT may direct its communication or submission to other designated CITY personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, CITY may direct its direction or communication or submission to other designated MDT personnel or agents.
17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

CITY OF LAUREL

DocuSigned by:
David Waggoner
By: AFB77EE0A9364CE...
City Manager

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Rob Stapley
By: 2AB3774C705D42B... Date: 1/2/2023
Montana Department of Transportation

Approved for Legal Content:

DocuSigned by:
Valerie Balukas Attorney MDT
By: 438370D1D1D44CE...
MDT Legal Services

Approved for Civil Rights Content:

DocuSigned by:
Megan Handl, Civil Rights
By: 4EE5888EF563494...
Office of Civil Rights

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

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

Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

State protected classes

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

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

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

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

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

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

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

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

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

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

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

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

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

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

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

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

Exhibit B

**MONTANA TRANSPORTATION COMMISSION
POLICY STATEMENT**

Adopted by the Montana Transportation Commission
during regular session on April 7, 1998 – Revised November 22, 2002
Policy Number _____ 06

URBAN HIGHWAY PROGRAM BORROW POLICY

Background

Each year the Transportation Commission allocates a portion of the Federal Aid Surface Transportation Program funds to the Urban Highway System. The annual allocation is used to fund construction projects on the designated urban highways in Montana's fifteen urban areas.

State statutes and past commission action have allowed urban areas to borrow against their anticipated Urban Highway Program funds. Recognizing that Urban Highway Program funds are apportioned solely on the basis of urban population and that the apportionments vary greatly among the fifteen urban areas, this policy seeks to better manage the program through setting understandable borrowing limits.

Policy

1. The projects must be on the State Urban Highway System as defined by the Montana Transportation Commission to be eligible for Urban Highway Program funds.
2. Each city (urban area) can borrow up to five years of its current year apportionment for the benefit of eligible projects but the total amount advanced cannot exceed one-half the total amount apportioned to the State Urban Highway Program.

File Attachments for Item:

16. Resolution No. R24-61: A Resolution Of The City Council Authorizing The Mayor To Execute The Consultant Agreement With Peaks Planning And Consulting LLC.

RESOLUTION NO. R24-61

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE CONSULTANT AGREEMENT WITH PEAKS PLANNING AND CONSULTING LLC.

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

Section 1: Approval. The Consultant Agreement by and between the City of Laurel (hereinafter “the City”) and Peaks Planning and Consulting LLC, for consulting services for a TIF District Coordinator, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Consultant Agreement with Peaks Planning and Consulting LLC on behalf of the City.

Introduced at a regular meeting of the City Council on the 13th day of August, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 13th day of August, 2024.

APPROVED by the Mayor on the 13th day of August, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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

THIS IS AN AGREEMENT effective from August 13, 2024, to June 30, 2028 (“Effective Dates”) between the City of Laurel, Montana (“Owner”) and Peaks Planning and Consulting LLC (“Consultant”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: Tax Increment District (TIF) Coordinator (“Project”).

Consultant’s services under this Agreement are generally identified as follows: On-Call TIF Coordinator (“Services”).

Owner and Consultant further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above (“Additional Services”).
- B. Consultant shall complete its Services within a reasonable period of time.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s Services is impaired, or Consultant’s Services are delayed or suspended, then the time for completion of Consultant’s Services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.
- D. The Owner’s authorized representative is the Planning Director or his designee.

2.01 Payment Procedures

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant’s invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Direct Labor, Plus Reimbursables*

- A. Owner shall pay Consultant for Services as follows:
 - 1. An amount equal to Consultant's Direct Labor Costs as outlined in Exhibit 'A' for services of Consultant's employees engaged in the Project, plus reimbursable expenses. Reimbursable expenses include accommodations, meals plus gratuity associated with work on the Project.
 - 2. Sub-consultants shall be reimbursed at the rate of 115% of actual invoiced costs including reimbursables. Consultant shall not use sub-consultants without prior authorization from Owner.
- B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees and in accordance with Exhibit 'A'; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
 - b. By Consultant:
 - 1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Consultant shall have no liability to Owner on account of a termination for cause by Client.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant or sub-consultants shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant or sub-consultants have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Consultant or sub-consultants shall not be responsible for the acts or omissions of any Constructor.
- C. Consultant or sub-consultants neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.
- E. Owner shall have all rights and title to the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and sub-consultants;
 - 3. such limited license to Owner shall not create any rights in third parties.
- F. Owner and Consultant may transmit, and shall accept, 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, in accordance with a mutually agreeable protocol.
- G. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$2,000,000 or the total amount of compensation received by Consultant, whichever is greater.
- H. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the

dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Scope of Work

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

Owner: City of Laurel, Montana

Consultant: Peaks Planning and Consulting, LLC

By: _____

By: _____

Print name: Dave Waggoner

Print name: Forrest Sanderson

Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

Address for Owner's receipt of notices:

City of Laurel

Attn: Kelly Strecker, Clerk/Treasurer

115 West 1st Street

Laurel MT 59044

Address for Consultant's receipt of notices:

Peaks Planning & Consulting LLC

P.O. Box 307

Roberts MT 59070

This is **EXHIBIT A**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Consultant for Professional Services** dated [August 13, 2024].

Consultant's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Planning Phase

A. Consultant shall, in accordance with Locally Adopted Rules and Regulations:

1. Tax Increment District Coordinator.
 - a. Advise and Assist the City authorities in the coordination of TIF programs, policies and activities; and
 - b. Serve as the primary liaison between the LURA Board and the Laurel City Council; and
 - c. Provide staff assistance to LURA; and
 - d. Provide assistance to parties interested in utilizing TIF funding to develop or improve commercial property within the TIF District; and
 - e. Assist in the negotiation of TIF Agreements on behalf of LURA; and
 - f. Monitor the implementation of TIF projects and agreements; and
 - g. Prepare the annual budget of the TIF Special Allocation Fund; and
 - h. Prepare the annual report of the TIF District as required by statute; and
 - i. Provide advice as needed to the City authorities on related financial matters, including but not limited to property tax levies, bonded indebtedness, utility rates, investment of funds, and budgeting. and
 - j. Other general duties as assigned by the LURA Board.
2. Other Planning Related Items as deemed appropriate by the LURA Board or Governing Body.
3. Prepare Staff Reports and Recommendations to the LURA Board and Governing Body.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Consultant shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.
1. Services resulting from Owner’s request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 2. Services required as a result of Owner’s providing incomplete or incorrect Project information to Consultant.
 3. Providing renderings or models for Owner’s use, including services in support of building information modeling or civil integrated management.
 4. Undertaking investigations and studies.
 5. Furnishing services of other Consultants for other than Basic Services.
 6. Services during out-of-town travel required of Consultant, other than for visits to the Site or Owner’s office as required in Basic Services (Part 1 of Exhibit A).
 7. Assistance to Owner in training Owner’s staff.
 8. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
 9. Overtime work requiring higher than regular rates.
 10. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Owner.
 11. Other additional services performed or furnished by Consultant not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner’s Written Authorization*

- A. Consultant shall advise Owner that Consultant is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Consultant need not request or obtain specific advance written authorization from Owner. Consultant shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. NONE.

Hourly Rate Schedule

Peaks Planning LLC

The below standard hourly rates are subject to review and adjustment annually as of June 30, 2025. Hourly rates for services effective July 1, 2024.

Principal Planner/Owner _____ \$165.00

Project Engineer _____ \$165.00*

Project Assistant _____ \$75.00

Sub-Consultant _____ Actual Cost Plus 15%

*Project Engineer (Doug Whitney MIC) is not a sub-consultant for the purposes of this agreement. All invoices for MIC will follow the Peaks Planning and Consulting format, protocols and standards for submittal to the City of Laurel.