



AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JANUARY 27, 2026
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 January 13, 2026.

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

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

2. Claims entered through January 23, 2026.
3. Approval of Payroll Register ending 1/18/2026 totaling \$254,217.79.
4. Council Workshop Minutes of January 6, 2026.
5. Council Workshop Minutes of January 20, 2026

Ceremonial Calendar

Reports of Boards and Commissions

6. Budget/Finance Committee Minutes of January 13, 2026.
7. Tree/Park Board Minutes of January 8, 2026.
8. Public Works Committee Minutes of December 15, 2025.
9. Laurel Urban Renewal Agency Minutes of January 12, 2026
10. Emergency Services Committee Minutes 11.24.2025

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

11. Appointment of Joe Holzwarth to the Tree/Park Board for the remainder of a four-year term ending December 31, 2028.
12. Resolution No. R26-02: A Resolution Of The City Council Authorizing The Removal Of City Council Member Heidi Sparks From All City Accounts, Adding City Council President Thomas J. Canape, And Adding Chief Administrative Officer Kurt Markegard To All Such Accounts.
13. Resolution No. R26-03: A Resolution Of The City Council Of The City Of Laurel, Montana Approving Agreement Between Peaks Planning And Consulting, LLC And The City Of Laurel Related To On-Call Planning Services.
14. Resolution No. R26-04: A Resolution Of The City Council Of The City Of Laurel, Montana Approving Agreement Between KLJ Engineering LLC And The City Of Laurel Related To On-Call Services For Subdivision And Engineering Review Involving Public Works.

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 January 13, 2026.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

January 13, 2026

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 January 13, 2026.

COUNCIL MEMBERS PRESENT:

Thomas Canape	Heidi Sparks
Michelle Mize	Jessica Banks
Casey Wheeler	Irv Wilke
Richard Klose	Jodi Mackay

COUNCIL MEMBERS ABSENT:

None

OTHER STAFF PRESENT:

Kelly Strecker, Clerk/Treasurer
Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
Forrest, LURA Coordinator

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 December 22, 2025, as presented, seconded by Council Member Canape. There was no public comment or Council discussion. A roll call vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

Motion by Council Member Edgmond to approve the minutes of the special meeting of January 6, 2026, as presented, seconded by Council Member Wilke. There was no public comment or Council discussion. A roll call vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

CORRESPONDENCE:

- Beartooth RC&D Correspondence January 2026
- Police Monthly Report – December 2025

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

- Ordinance No. O25-02: An Ordinance Amending Title 20, Chapter 02 Of The Laurel Municipal Code Related To The Laurel Urban Renewal Agency.

Mayor Waggoner opened the public hearing and asked Staff to present the item.

Mayor Waggoner opened the floor for public comment and stated that copies of the rules governing the public hearing were posted in the Council chambers.

Forrest Sanderson, LURA Coordinator, noted the state legislature made some changes this past legislative session requiring the School District and the County to have a seat on the Board. This ordinance change adds two additional seats to accommodate those changes.

Mayor Waggoner asked three (3) times if there were any proponents. There were none.

Mayor Waggoner asked three (3) times if there were any opponents. There were none.

Mayor Waggoner stated that he would not have Staff respond to questions as there were none.

DRAFT

- A Resolution Of The City Council Approving Annexation Of Approximately 10.31 Acres Of Property Adjacent To The City Of Laurel With An Initial Zoning Designation Of Laurel Highway Commercial (HC) For Concurrent Review.

Mayor Waggoner opened the public hearing and asked Staff to present the item.

Mayor Waggoner opened the floor for public comment and stated that copies of the rules governing the public hearing were posted in the Council chambers.

Kurt Markegard, CAO, reviewed the attached staff report.

Mayor Waggoner asked if there were any proponents.

Shawn Baker, Loves Travel Stops, thanked the Council for listening to their application. He stated he was present to answer any questions the Council might have. They plan to build an RV Park for overnight stays for travelers. This will not be a long-term camping option. It will be kept well-maintained. Right now, the plan is for a five-acre RV Park with 24 stalls. There will be car parks included as well. There will be pull-through and back-in spots. They also plan to include restrooms with shower facilities and laundry facilities.

It was questioned if the public would have access to the laundry facilities. It was clarified that it is not a laundry mat. The campground will have a gate and a code for entering the area and using the facilities.

It was questioned if there would be a basketball court, dog park, etc., as part of the plans. It was clarified that there will be a dog park; other amenities are yet to be determined.

Council noted their concern regarding the increase in traffic at the intersection of Hwy 10 and 19th Avenue. It was clarified that the RV Park will not have a significant impact on traffic in the area. It was further clarified that during the pre-application meeting, traffic concerns are discussed with the applicant.

Mayor Waggoner asked two (2) additional times if there were any proponents. There were none.

Mayor Waggoner asked three (3) times if there were any opponents. There were none.

Mayor Waggoner stated that he would not have Staff respond to questions as there were none.

CONSENT ITEMS:

- **Claims entered through January 9, 2026.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 12/20/2025 totaling \$254,389.89.**
- **Approval of Payroll Register for PPE 1/4/2026 totaling \$286,180.77.**

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of December 22, 2025.
- City/County Planning Board Minutes of December 18, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

DRAFT

SCHEDULED MATTERS:

• Nominations and Vote for President and Vice President On January 13, 2026.

Mayor Waggoner asked for any nominations for Council President.

Nomination for Council Member Canape was received.

Mayor Waggoner asked for any additional nominations. There were none.

Motion by Council Member Wilke to close nominations for Council President, seconded by Council Member Klose. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

A roll call vote was taken on the nomination of Council Member Canape to become Council President. Council Members Naylor, Banks, Wilke, Mackay, Klose, Wheeler, Edgmond, and Canape voted aye. Vote carried 8-0.

Mayor Waggoner asked for any nominations for Vice Council President.

Nomination for Council Member Klose was received.

Mayor Waggoner asked for any additional nominations. There were none.

Motion by Council Member Wilke to close nominations for Council President, seconded by Council Member Klose. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

A roll call vote was taken on the nomination for Council Member Klose to become Council Vice President. Council Members Naylor, Banks, Wilke, Mackay, Klose, Wheeler, Edgmond, and Canape voted aye. Vote carried 8-0.

• Appointment of Tony Contreraz to the Yellowstone Historic Preservation Board for the remainder of a two-year term ending December 31, 2026.

Motion by Council Member to approve the Mayor's appointment of Tony Contreraz to the Yellowstone Historic Preservation Board for the remainder of a two-year term ending December 31, 2026, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

• Ordinance No. O25-02: An Ordinance Amending Title 20, Chapter 02 Of The Laurel Municipal Code Related To The Laurel Urban Renewal Agency. (Second Reading)

Motion by Council Member Canape to adopt Ordinance No. O25-02, seconded by Council Member Wilke. There was no public comment or Council discussion. A roll call vote was taken on the motion. Council Members Naylor, Banks, Wilke, Mackay, Klose, Wheeler, Edgmond, and Canape present voted aye. Motion carried 8-0.

• Resolution No. R26-01: A Resolution Of The City Council Approving Annexation Of Approximately 10.31 Acres Of Property Adjacent To The City Of Laurel With An Initial Zoning Designation Of Laurel Highway Commercial (HC) For Concurrent Review.

Motion by Council Member Mackay to approve Resolution No. R26-01, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

• Closed Executive Session: Litigation

The City Attorney was unable to attend this evening. The closed session will be rescheduled.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

DRAFT

Council Minutes of January 13, 2026

This Sunday, there will be a sloppy joe fundraiser at St. Anthony's for the new ambulance.

This past Thursday, the Police Department held a ceremony to receive its new bulletproof vests. CAO Markegard apologized for being unable to make it.

This past weekend was the American Legion open house. CAO Markegard apologized for being unable to make it.

Chairman Member Klose thanked the Staff for assisting in picking up the wreaths from the cemetery.

C.A.O.M. Hazard asked to get a picture of the Council before adjourning for the evening.

COUNCIL DISCUSSION:

COUNCIL DISCUSSION: The Public Works Committee Meeting scheduled for next week has been canceled due to the holiday. They will meet on February 9th.

The next Cemetery Commission meeting will be on Tuesday at 5:30 p.m.

The Tree/Park Board has requested a discussion on whether the old Rod and Gun Club building is feasible to repair for use again. Mayor Waggoner stated it would be added to next week's agenda.

MAJOR UPDATES: None

UNSCHEDULED MATTERS: None

ADJOURNMENT:

Motion by Council Member Banks to adjourn the Council meeting, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 7:16 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 27th day of January 2026.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

STAFF REPORT
LOVE'S TRAVEL STOPS & COUNTRY STORES
Annexation and Initial Zoning
December 5, 2025

Applicant:

Love's Travel Stops & Country Stores, Corporate Office
10601 N Pennsylvania Ave
Oklahoma City, OK 73120

Love's Travel Stops and Country Stores represent 100% of the land ownership. Annexation pursuant to §7-2-4601 et. seq. MCA. (Annexation by Petition).

Request:

Love's Travel Stops & Country Stores, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 10.31 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Highway Commercial (HC) for concurrent review.

The subject property is generally described as described as Tract 7A-1 of Westbrook's Subdivision located in Section 17, Township 2 South, Range 24 East, into the City of Laurel, Yellowstone County, Montana. (The property address is 415 19th Ave West). An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

Process:

The annexation petition and requested initial zoning has been scheduled for consideration and a public hearing by the Laurel – Yellowstone City County Planning Board and Zoning Commission for 6:00 p.m. on Thursday December 18, 2025. Though not yet scheduled the matter will be considered by the Laurel City Council at a Work Session and Public Hearing/Action in early 2026.

Analysis of the Request

- Love's Travel Stops & Country Stores represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy designates the property as a 'growth area' of the city.
- The current use of the property is vacant.
- The requested zone City Laurel Highway Commercial (HC) provides for a variety of uses and is consistent with the requirements of R-08-22 that lands embraced by the city be assigned R-7500 or greater.
- The subject property currently is zoned County Highway Commercial.

- Part 46 annexation requires that the land use designation be ‘consistent with the prevailing use of the property, consistent with the prevailing County Zoning Assignment, and/or consistent with the current growth policy’.
- In addition to the extension of urban scale services the City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments
- The initial zoning must be considered under City Resolution R-08-22 (Annexation), the Laurel Municipal Code Title 17 (Zoning).
- The question of annexation and initial zoning must be heard by the Laurel – Yellowstone City County Planning Board and Zoning Commission.
- Is the requested annexation and initial zoning in the best interest of the City and Citizens of the City of Laurel.
- The property is situated such that street rights-of-way will need to be dedicated to the City. Yellowstone County GIS has provided a map detailing the adjacent rights-of-way that will need to be annexed as well. This map is incorporated into the required annexation exhibits.

Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ The City Council is not required to submit the question of annexation to the qualified electors of the area to be annexed as the petition is signed by 100% of the owners.
- ✓ The city may annex the property as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of Love’s Travel Stops & Country Stores to construct a facility that is accessory to their travel stop and store. The only way the conceptual development plan works is to extend the City water and sewer systems to the proposed development.
- ✓ The subject property was included as ‘future growth area’ in the Growth Policy adopted by the City of Laurel. Additionally, the property has been identified on the Laurel Future Land Use Map portion of the Growth Policy as Commercial. As such, the requested zoning is consistent with the Laurel Growth Policy.
- ✓ The proposed assignment of HC meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel HC Zone is listed along with other Commercial generally applicable land use assignments and is therefore determined to be a “greater than” R-7500 classification.
- ✓ The extension of city services will be at the owner’s expense (R-08-22) and in accordance with the Annexation Agreement as approved by the City Council.
- ✓ The City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments. These options and the exactions of infrastructure are most beneficial to the Owner, the City of Laurel, and all surrounding properties in conjunction with the proposed development of the property in the future.
- ✓ The city has the ability to provide services to the property both existing and proposed.

12 Point Test for Zoning:

- I. Is the zoning in accordance with the growth policy;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies all of the property proposed for annexation as Multi-Family.
 - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
 - The Highway Commercial Zone meets the definition as 'greater than' R-7500.

Finding:

The requested zoning is in accordance with the Growth Policy.

- II. Is the zoning designed to lessen congestion in the streets;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The proposed zoning along with the annexation agreement will allow development of the property consistent with surrounding uses of property.
 - Proposed development that would potentially impact roads and streets would require a traffic impact analysis and associated improvements.

Finding:

The requested zoning will not have a material impact on congestion in the streets.

- III. Is the zoning designed to secure safety from fire, panic, and other dangers;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Commercial.
 - All commercial development must be constructed in accordance with the prevailing International Code Council standards.
 - Adequate public infrastructure exists or can be readily extended/expanded to serve the development at HC densities and uses.

Finding:

The requested zoning will not have an adverse impact on safety from fire, panic, or other dangers.

- IV. Is the zoning designed to promote health and the general welfare;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Commercial as a future land use.
 - The connection of the facilities and properties at the time of development to the Laurel municipal water and wastewater systems will have positive impacts to public health and general welfare.

Finding:

The requested zoning will promote the public health and the general welfare.

- V. Is the zoning designed to provide adequate light and air;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The proposed HC, provides restrictions on structure height, setbacks, lot coverage. These standards exist to provide open spaces and adequate light and air.
 - The existing development has more than adequate separation from surrounding uses.

Finding

The requested zoning will provide adequate light and air.

VI. Is the zoning designed to prevent the overcrowding of land;

- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The HC proposal, has density and development controls that are designed to prevent the overcrowding of land.

Finding:

The proposed zoning will prevent the overcrowding of land.

VII. Is the zoning designed to avoid undue concentration of population;

- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The HC proposal, has density and development controls that are designed to prevent the overcrowding of land.
- The subject property is large enough to provide adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the undue concentration of population.

VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;

- The requested zoning, without some overlay or modification, will not necessitate the installation of new or additional infrastructure.
- It is anticipated that a significant portion of the property being annexed will be further developed. It is at that point the additional infrastructure as well as capacities will be evaluated.
- Some of the public duties, such as police, will shift from Yellowstone County to the City of Laurel but the net effect is minimal.

Finding:

The requested zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Additionally, as the uses of the property change and the intensity of development changes, the city will be able to plan for and be prepared for the anticipated increased demands on their public systems.

IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;

- The requested zoning is consistent with the Growth Policy.
- The property is compatible with surrounding development which is, for the most part, vacant, residential or commercial.
- The requested city zoning is substantially similar to the prevailing county zoning on the property.
- The water and sewer infrastructure proposed with the annexation is adequate for the intended use of the property.

Finding:

The requested zoning is consistent with surrounding uses, the Growth Policy and provides for opportunities for additional development with suitable uses.

X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;

- The requested zoning is consistent with the Growth Policy.
- The property is compatible with surrounding development which is, for the most part, vacant, residential or commercial.
- The water and sewer infrastructure proposed with the annexation is adequate for development of the property that is consistent with the requested HC zoning.

Finding:

The requested zoning is in keeping with the character of the development in the area. It also provides for opportunities for additional development with suitable uses.

XI. Will the zoning conserve the value of buildings;

- The extension and availability of public water and sewer resultant from annexation and initial zoning will add value to buildings as the proposed use is substantially similar to or complementary to surrounding buildings and uses.
- The requested zoning is consistent with the Growth Policy.
- The proposed zoning is a logical transition/replacement of County for City, it is not anticipated that there would be any adverse effect on the value of surrounding buildings or lands.

Finding:

The value of existing buildings both on and adjacent to the requested zone will either be enhanced or not affected by the proposed zoning.

XII. Will the zoning encourage the most appropriate use of land throughout the municipality?

- The requested zoning is consistent with the Growth Policy.
- The requested zoning is consistent with the prevailing land uses and zoning surrounding the property.
- A healthy mix of land uses encourages growth and development in the community as a whole. The addition of HC at this location will benefit not only the housing in Laurel by providing the need for essential services.

Finding:

The requested zoning provides for the most appropriate use of land in the municipality. It also provides for a significant amount of flexibility for a mixture of uses as contemplated by the District Regulations.

Conclusion:

The petition for annexation into the City of Laurel with the initial zoning assignment of Laurel Highway Commercial (HC) appears to be consistent with the requirements of Part 46 Annexation and City Council Resolution R-08-22. Additionally, the annexation, extension of services, and

initial zoning assignment are in the best interest of both the City of Laurel and Love's Travel Stopes & Country Stores.

File Attachments for Item:

4. Council Workshop Minutes of January 6, 2026.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JANUARY 06, 2026**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on January 6, 2026.

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, Administrative Assistant
Kurt Markegard, CAO
Michele Braukmann, Civil City Attorney
Kelly Strecker, Clerk/Treasurer
Tony Conteraz, EMT

Public Input:

There were none.

General Items

1. Nominations and Vote for President and Vice President On January 13, 2026.

There was no discussion on this item.

2. Appointment of Tony Conteraz to the Yellowstone Historic Preservation Board for the remainder of a two-year term ending December 31, 2026.

Mr. Conteraz briefly introduced himself to the Council.

Executive Review

3. Ordinance O25-02: An Ordinance Amending Title 20, Chapter 02 Of The Laurel Municipal Code Related To The Laurel Urban Renewal Agency.

Due to a change in State statutes, a representative from the County and a representative from the School District must have the opportunity to serve on the Board. This ordinance adds two more members to the Board to accommodate the changes made by the State.

4. **Planning:** Resolution - A Resolution Of The City Council Approving Annexation Of Approximately 10.31 Acres Of Property Adjacent To The City Of Laurel With An

Initial Zoning Designation Of Laurel Highway Commercial (HC) For Concurrent Review.

There will be a public hearing for this item at next week's Council meeting.

Council noted that they thought they had already voted on an annexation for this applicant. It was clarified that part of the lot has already been annexed into the City. This is the second portion of that lot, across the street, that has not yet been annexed.

It was noted that the City/County Planning Board had no proponents or opponents for this item.

Council Issues

There were none.

Other Items

There were none.

Attendance at Upcoming Council Meeting

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

Announcements

5. Employee Recognition January to June 2026.

Mayor Waggoner recognized the years of service for January to June 2026.

The Council Workshop adjourned at 6:43 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:

5. Council Workshop Minutes of January 20, 2026

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JANUARY 20, 2026**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:29 p.m. on January 20, 2026.

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 (@ 6:31 p.m.)	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
Matt Wheeler, Public Works Director
Dan Villa, Montana Board of Investments Director
Vince Ricci, Senator
Lee Deming, Representative

Public Input:

Clair Anderson, a student at Laurel Middle School, briefly shared about her Benjamin Project. She received \$100 in seed money and used it to purchase an iPad Air, a case, and a pencil for a fundraiser for the new ambulance. Tickets are \$5 each. She attends basketball games and has a booth set up at the middle school. If anyone comments on the post she shared on Facebook, they will reach out to them to get a ticket.

Dan Villa, Montana Board of Investments Director, read the attached announcement.

Kyle Farley, 1001 S. Douglas Hwy, Cheyenne, Wyoming, submitted a statement, which was read to Council; see attached.

General Items

1. Appointment of Joe Hozwarth to the Tree/Park Board for the remainder of a four-year term ending December 31, 2028.

The CAO briefly went over Mr. Holzwarth's credentials and why he would be an excellent member of this Board. Mr. Holzwarth currently works for DNRC and oversees forestry in the surrounding area. He brings a wealth of knowledge.

Executive Review

2. **Mayor:** Resolution - A Resolution Of The City Council Authorizing The Removal Of City Council Member Heidi Sparks From All City Accounts, Adding City Council President Thomas J. Canape, And Adding Chief Administrative Officer Kurt Markegard To All Such Accounts.

There was no discussion on the item.

2. **Planning:** Resolution - A Resolution Of The City Council Of The City Of Laurel, Montana Approving Agreement Between Peaks Planning And Consulting, LLC And The City Of Laurel Related To On-Call Planning Services.

This contract is for a few months until the City can put out an RFP for Planning Services. The City will go out to separate Planning and Engineering Services. This contract will provide services for subdivisions and annexation. There is a lot of work behind these types of requests.

It was questioned if this is budgeted for. It was clarified that planning services were budgeted.

Council Issues

3. **Public Works:** Discussion - CHS Stormwater

Travis Jones, KLJ, briefly went over the attached documents.

The goal is that the City and CHS can apply for grant funding to build this project. The City and CHS will need to enter into an MOU to move forward with applying for grant funding. The grant is due in March.

Currently, during a storm event, water first fills the retention pond and then crosses under the interstate onto CHS's property via an undersized culvert. Stormwater leaving CHS's property needs to be monitored for petroleum products. This will not be on next week's meeting agenda, but it will eventually come down the pipeline.

It was questioned if there would be any issues with this proposed plan with DEQ. It was clarified that this outlet into the river is below the City's intake, so there should not be concerns.

5. **Public Works:** Discussion - Old Rod & Gun Club Building Feasibility.

The Tree/Park Board would like to see this building used if it is feasible to restore it. There is a proposal to clean up the building so the BB Gun and Archery Shooting kids can use it. The Laurel Rod and Gun Club also needs to remove some of its items from the building as well. It is known that there are issues with the sewage system; it has not been tested, so it is unknown what issues actually exist. The septic system can be repaired, not replaced, according to Riverstone Health.

The BB Gun Club used to use the Lions Club building; they have reported finding damage from BB guns; however, it is unknown whether that damage is new or occurred long ago. The BB Gun

Club does use proper drop clothes to protect against damage. However, it was noted that the Rod and Gun Club building has significantly more glass, and a broken window could occur.

Council asked whether Public Works could inspect the building and note anything that needs to be addressed. They also asked if Public Works could run water through the septic system to see what happens. It was noted that water and power can be restored to the building. Public Works could attempt to fill the septic tanks with water to see what occurs.

The City will need to obtain a cost estimate and an appraisal to further evaluate the feasibility of restoring this building. Then, during budget discussions this summer, the Council can decide whether they would like to embark on restoring the building. There may be grants available as the building is listed as a historic building.

Other Items

Resolution - Sort the term contract for Engineering services.

It is important to have someone on Staff. A subdivision is currently being developed and will need to be signed off by the City's engineer. This contract is in effect until the end of April, after the City is able to go out for an RFP.

Attendance at Upcoming Council Meeting

Council Member Naylor will not be in attendance at next week's meeting; all others will be present.

Announcements

Council Member Mackay offered to help anyone who needs to get in contact with Clair about raffle tickets; she can assist.

There will be a Local Government Center training in Billings on February 10th. This is a Council meeting. Council can choose to move its meeting, send only new members, or request Laurel-specific training. Council requested its own training so that all Council Members can attend.

The council workshop adjourned at 7:31 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.

MONTANA

BOARD OF INVESTMENTS

Comments to Laurel City Council

January 20, 2026

From Executive Director Villa:

Mr. Mayor and Members of the Council, thank you for the opportunity to address you this evening.

As previously promised, I committed that the Laurel City Council would be the first to know of any actions regarding the development of the behavioral health facility authorized by the 2025 Legislature in House Bill 5, Section 17. I'm here tonight to fulfill that commitment.

The Montana Board of Investments has executed a buy/sell agreement to purchase approximately 114 acres located west of Laurel along Highway 10. With this agreement in place, BOI will now begin the formal process of requesting annexation and assignment of zoning from the City of Laurel.

A map indicating the specific location has been sent to Ms. Strecker for your records and information. I'm also including the plan submitted by Department of Public Health and Human Services Director Charles Brereton and myself that was approved by the State Budget Director on November 28, which does, in fact, include a draft floor plan.

I am concurrently informing local legislators to ensure they remain fully apprised as the project advances. BOI and all our partners look forward to working closely with city staff, elected officials, and community members throughout this process.

Thank you for your time this evening. I look forward to meeting you in person in the coming weeks.





DEPARTMENT OF
PUBLIC HEALTH &
HUMAN SERVICES

MONTANA
BOARD OF INVESTMENTS

November 26, 2025

Ryan Osmundson
State Budget Director
Office of Budget and Program Planning
PO Box 200802
Helena, MT 59620-0802

Director Osmundson,

Pursuant to HB 5, please accept the following as the proposed plan for the construction of a new behavioral health facility for the Department of Public Health and Human Services (DPHHS). The statute reads as follows:

(Section 17. Transfer of funds – plan and reporting. (1) By June 30, 2026, the state treasurer shall transfer \$26.5 million from the capital developments long-range building program account established in 17-7209 to the board of investments for the purposes of building a behavioral health facility.

(2) Prior to the transfer in subsection (1) taking place, the budget director shall adopt a plan from the board of investments and the department of public health and human services on the facility type and location. The board of investments and the department of public health and human services shall report to the health and human services interim budget committee established in 5-12-501 on the progress of choosing the facility type and location. Once a plan is adopted by the budget director, the board of investments and the department of public health and human services shall provide a progress report at each subsequent meeting of the health and human services interim budget committee and each subsequent meeting of the long-range planning budget committee that are held prior to December 31, 2026.

(3) Any unspent funds must revert to the capital developments long-range building program account.

Facility Type and Location

As demonstrated in the enclosed analysis, DPHHS seeks to construct and operationalize a 32-bed forensic mental health facility. The facility would be designed with scalability in mind should the agency determine a need to leverage beds for the civil population in the future. From our perspective, it is most appropriate to "build up" to forensic facility

standards and be able to scale down as deemed necessary. As many Montanans know, DPHHS has experienced surging demand for forensic psychiatric services over the past several years, resulting in a problematic statewide waitlist that adversely impacts local communities. While DPHHS has taken a variety of steps to try to address this issue operationally, its bed capacity remains severely limited, and the agency believes that the funds granted to us by the Legislature must be prioritized for the forensic population.

The Board of Investments (BOI) will oversee construction of the facility using its established real estate development process, which has successfully delivered, owned, leased, and managed income distribution from directly held real estate securities for over 40 years. BOI and its contractors will obtain all required permits, annexations, zoning, and other local approvals in full compliance with applicable ordinances and resolutions. Upon completion of construction, DPHHS will enter into a lease agreement with BOI for a minimum term of 20 years.

DPHHS has selected Laurel, Montana as the location for the facility. Laurel provides access to a critical health care workforce and infrastructure necessary to ensure the facility's success. Laurel's geographic location is ideally situated for improving access and transportation logistics for patients and their families, staff, and law enforcement across central and eastern Montana.

As you know, the Legislature allocated \$26.5 million for this project to BOI, pending your approval. However, it is anticipated that these funds may be insufficient to construct a "hardened" facility designed to safely and securely serve a forensic population. Once BOI can more precisely determine the total project costs, DPHHS is prepared to allocate additional funding from the remaining Behavioral Health Systems for Future Generations (BHSFG) state special revenue capital account balance, which currently holds an available balance of \$41,970,000, to address any amount exceeding the HB 5 transfer. The Office of Budget and Program Planning (OBPP), as the statutory approving authority, will be consulted throughout this process.

DPHHS and BOI have worked in strong partnership for several months. Specialized consultants have been engaged to support facility research and design, as well as the development of an effective program structure. With your approval, work can begin immediately to continue strengthening Montana's behavioral health system.

Thank you for your timely attention to this urgent matter.

Signed by:

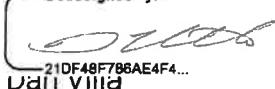


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Charles T. Brereton

Director

Department of Public Health and Human Services

DocuSigned by:


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Dan Villalobos

Executive Director

Montana Board of Investments

Attachments:

1. "Building a Foundation for Future Generations: Montana's New Behavioral Health Facility"
2. "Frequently Asked Questions: Montana's New Behavioral Health Facility"
3. "Securities Classification of the Construction of Behavioral Health Unit Pursuant to Section 17 of House Bill 5 from the 2025 Legislative Session"
4. Letter from the City of Laurel, MT
5. Draft Floor Plan

GREG GIANFORTE
GOVERNOR



DEPARTMENT OF
PUBLIC HEALTH &
HUMAN SERVICES

CHARLIE BRERETON
DIRECTOR

October 6, 2025

Dan Villa
Executive Director
Montana Board of Investments
2401 Colonial Drive, 3rd Floor
PO Box 200126
Helena, MT 59620-0126

Executive Director Villa,

I write regarding the following language from House Bill 5, passed by the 2025 Montana Legislature and signed into law by Governor Gianforte on June 19, 2025:

Section 17. Transfer of funds -- plan and reporting. (1) By June 30, 2026, the state treasurer shall transfer \$26.5 million from the capital developments long-range building program account established in 17-7209 to the board of investments for the purposes of building a behavioral health facility.

(2) Prior to the transfer in subsection (1) taking place, the budget director shall adopt a plan from the board of investments and the department of public health and human services on the facility type and location. The board of investments and the department of public health and human services shall report to the health and human services interim budget committee established in 5-12-501 on the progress of choosing the facility type and location. Once a plan is adopted by the budget director, the board of investments and the department of public health and human services shall provide a progress report at each subsequent meeting of the health and human services interim budget committee and each subsequent meeting of the long-range planning budget committee that are held prior to December 31, 2026.

(3) Any unspent funds must revert to the capital developments long-range building program account.

Pursuant to these statutory requirements, the Department of Public Health and Human Services (DPHHS) looks forward to continuing our collaboration with the Board of Investments (BOI) to build a much-needed behavioral health facility for Montanans. As we enter the next phase of this critical project, I am providing you with the following guidance concerning DPHHS's preferred location for the facility, as well as the type and purpose of the facility that we believe should be built based on our observed demand for state psychiatric services.

Site Location

While DPHHS remains interested in site opportunities in Yellowstone County, it is important that all Eastern Montana communities equipped with adequate infrastructure and a potential workforce are afforded the opportunity to submit proposals for hosting our new facility. As

DIRECTOR'S OFFICE

PO BOX 4210 • HELENA, MT 59620 | P: 406.444.5622 | F: 406.444.1970 | DPHHS.MT.GOV

PAGE 1

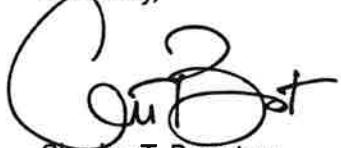
we've agreed, a Due Diligence Questionnaire process would help solicit input from all communities in Eastern Montana, and the Department authorizes BOI to proceed on our behalf with that process. In light of anticipated future demand for state psychiatric services, communities and stakeholders should be aware that any site selected must allow for potential expansion in future years. Working together, I am confident that both of our agencies will facilitate robust engagement with local stakeholders when appropriate and prior to final site selection.

Facility Type and Purpose

As demonstrated in the enclosed analysis, DPHHS seeks to construct and operationalize a 32-bed forensic mental health facility. The facility would be designed with scalability in mind should the agency determine a need to leverage beds for the civil population in the future. From our perspective, it is most appropriate to "build up" to forensic facility standards and be able to scale down as deemed necessary. As many Montanans know, DPHHS has experienced surging demand for forensic psychiatric services over the past several years, resulting in a problematic statewide waitlist that adversely impacts local communities. While we have taken a variety of steps to try to address this issue operationally, our bed capacity remains severely limited, and the agency believes that the funds granted to us by the Legislature must be prioritized for the forensic population.

I thank you and BOI for your partnership and support of our work on behalf of the Montanans we serve.

Sincerely,



Charles T. Brereton
Director

Enclosure: Building a Foundation for Future Generations: Montana's New Behavioral Health Facility

BUILDING A FOUNDATION FOR FUTURE GENERATIONS: MONTANA'S NEW BEHAVIORAL HEALTH FACILITY

Prioritizing Forensic Capacity to Resolve a Systemic Bottleneck

October 2025



**DEPARTMENT OF
PUBLIC HEALTH &
HUMAN SERVICES**



TABLE OF CONTENTS

EXECUTIVE SUMMARY	3
BACKGROUND	3
SYSTEMS OF CARE.....	4
WHY PRIORITIZE THE FORENSIC POPULATION VS. THE CIVIL POPULATION?	6
SYSTEM BOTTLENECK	6
RAPID GROWTH IN FORENSIC DEMAND AND WAITLIST	6
OPERATIONAL CONSTRAINTS AT THE FMHF IN GALEN	9
LEGAL RISKS OF FORENSIC BED SHORTAGES	10
ADDITIONAL RATIONALE.....	11
PROJECTED IMPACT OF THE 32-BED EXPANSION	12
WHY THE INTEREST IN EASTERN MONTANA?	12
THE IMPORTANCE OF A FLEXIBLE DESIGN	13
CONCLUSION	13



EXECUTIVE SUMMARY

Montana's behavioral health system is facing an ongoing and critical challenge: a growing forensic psychiatric population is overwhelming the state's limited capacity, resulting in delayed treatment and adjudication, as well as admission waitlists that adversely impact local detention facilities. In response to this issue, the Montana Department of Public Health and Human Services (DPHHS) seeks to prioritize the construction of a 32-bed forensic psychiatric facility in Eastern Montana. This expansion will address urgent legal, clinical, and operational needs while improving geographic equity and system efficiency. Importantly, the facility will be strategically designed to allow DPHHS to convert wings or pods for civil commitment use if demand shifts in the future.

BACKGROUND

DPHHS is responsible for providing inpatient psychiatric care to individuals who require involuntary treatment due to severe mental illness. These individuals fall into two primary categories: forensic and civil patients.

- **Forensic patients** are individuals who are involved in the criminal justice system. They may be:
 - Awaiting trial but in need of a mental health evaluation to determine if they are competent to stand trial.
 - Found Unfit to Proceed (UTP) and in need of inpatient restoration services.
 - Sentenced under Montana Code Annotated (MCA) 46-14-312, which mandates DPHHS to provide treatment for individuals found Guilty but Mentally Ill (GBMI) or Not Guilty by Reason of Mental Illness (NGMI).
- **Civil patients** are individuals who, due to a mental illness, pose a danger to themselves or others, and/or are unable to care for their basic needs. These individuals are typically admitted through civil commitment proceedings.

To meet the needs of both populations, the Gianforte administration has secured funding for renovations and expansions at Montana State Hospital (MSH), MSH Grasslands, and the Montana Mental Health Nursing Care Center (MMHNCC), which will increase total state psychiatric bed capacity to 307 beds, with a potential net increase of 40 beds.

In addition to funding provided to MSH during the 2025 Legislative Session, the Gianforte administration secured funding to reopen the D wing at MMHNCC. Reopening the D wing will add 24 civil beds to serve the geriatric psychiatric population, including some patients previously served on the Spratt Unit.



This ultimately maintains the existing number of civil beds in the civil care continuum.

Wing/Unit	Type	Current	Proposed	Difference
Alpha	Civil	31	41	10
Bravo	Civil	26	34	8
Echo	Civil	25	23	-2
Grasslands	Civil	0	20	20
Spratt	Civil	60	0	-60
MMHNCC-D-Wing	Civil	0	24	24
TOTAL		142	142	0
Delta	Forensic	31	41	10
Galen	Forensic	54	54	0
Group Homes	Forensic	40	40	0
Former Spratt	Forensic	0	30	30
TOTAL		125	165	40

SYSTEMS OF CARE

Forensic

At MSH, individuals involved in the criminal justice system may be admitted for forensic psychiatric evaluation or treatment. The typical process for a forensic patient includes the following steps:

1. Fitness Evaluation/Court-Ordered Evaluation (COE)

A court may order a mental health evaluation, frequently referred to as a COE, to determine whether a defendant is fit to proceed to trial. This is an initial "fitness" evaluation and is restricted to a diagnosis of the mental condition of the defendant, including opinions as to: a) whether the defendant suffers from a mental disorder and may require commitment or is seriously developmentally disabled, and b) if the defendant suffers from a mental disease or disorder or developmental disability, whether the defendant has the capacity to: i) understand the proceedings against the defendant, and ii) assist in the defendant's own defense.

- This evaluation can be conducted in the community through an investment made possible by the Behavioral Health System for Future Generations (BHSFG) Commission or may require inpatient admission to the Forensic Mental Health Facility (FMHF) in Galen.
- If the individual is found competent, they are returned to the county of origin to proceed with trial.



2. Unfit to Proceed (UTP)

If the initial fitness evaluation (COE) determines the individual is not fit to proceed to trial, they must be ordered to be admitted to the FMHF in Galen for inpatient restoration treatment.

- These individuals do not go to the Delta Unit at this stage.

3. Non-Restorable Cases

If the individual cannot be restored to fitness due to a persistent mental illness, their criminal case may be dismissed.

- They may then be ordered to be civilly involuntarily committed for ongoing treatment.

4. Pre-Sentence Evaluation (PSE)

In some cases, a PSE is ordered to determine whether the individual met the legal criteria for GBMI at the time of the offense as part of a sentencing proceeding.

5. Sentenced Forensic Patients (GBMI)

Individuals found "Guilty but Mentally Ill" are initially admitted to the FMHF in Galen and placed on a waitlist for transfer to the Delta Unit, which houses sentenced forensic patients.

- These patients progress through a Level 1–10 privilege system at MSH.
- Those reaching Level 6 or higher may be eligible for placement in on-campus group homes or, in the future, the converted Spratt Unit.

Civil

MSH also serves individuals who are civilly involuntarily committed. These are individuals who, due to a mental illness, are considered a danger to themselves or others, and/or are unable to meet their basic needs.

The typical process for a civil patient at MSH or MSH Grasslands is as follows:

1. Admission through Civil Commitment

A court orders the individual to receive inpatient psychiatric care based on clinical evidence of risk and/or inability to care for themselves.

2. Evaluation and Stabilization

Upon arrival, the patient is admitted to the admissions wing (Echo) at MSH, where they undergo evaluation and receive initial stabilization treatment.

3. Discharge or Continued Treatment

- If the patient stabilizes quickly, they may be discharged and returned to their home or community with appropriate supports.



- If further care is needed, the patient is transferred to a treatment wing (Alpha or Bravo) for continued therapy and rehabilitation, with the goal of eventual discharge.

Note: This is a simplified overview intended to illustrate the general continuum of care. Individual treatment plans and legal processes may vary based on clinical needs and statutory requirements.

WHY PRIORITIZE THE FORENSIC POPULATION VS. THE CIVIL POPULATION?

SYSTEM BOTTLENECK

The FMHF in Galen is currently the only facility in the state equipped to restore individuals who a court has determined are UTP. It also serves as the admission point for defendants sentenced as GBMI, and those committed to the custody of the director of DPHHS to be placed in an appropriate mental health facility for custody, care, and treatment after the court has determined they present a danger to themselves or others. This set of defendants, as distinguished from GBMI defendants, is referred to as NGMI patients.

Since 2022, the FMHF in Galen has consistently maintained a waitlist of over 70 patients, creating a significant bottleneck that affects:

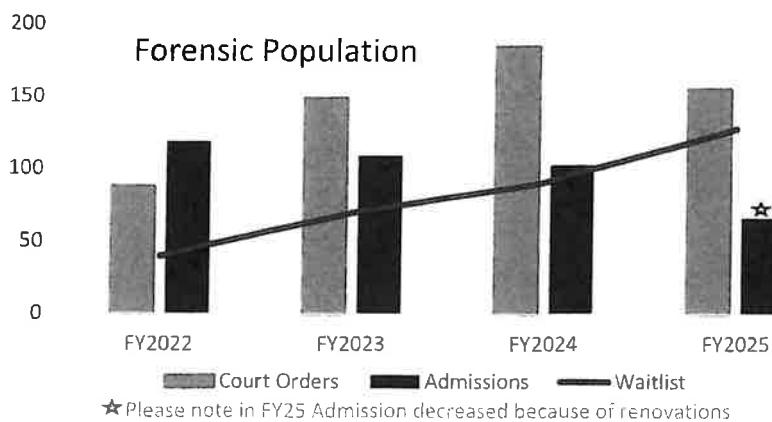
- County court proceedings
- Jail populations
- Local mental health systems

This backlog delays access to treatment, strains public safety systems, and increases the state's legal risk.

RAPID GROWTH IN FORENSIC DEMAND AND WAITLIST

Forensic court orders have surged 77% since FY 2022, with GBMI orders increasing 650%. In contrast, civil admissions have remained relatively stable, aided by the MSH Grasslands facility and other community-based supports. The forensic system, however, has no such relief valve, making the sought expansion urgent.

As noted above, Montana has experienced a sharp increase in forensic court orders over the past four years, which has consequently increased DPHHS's forensic waitlist. As the state's population grows, the number of individuals requiring forensic evaluation and treatment is expected to rise proportionally in accordance with national trends.



The following table reflects the court orders, by type, issued in each fiscal year.

TYPE	FY 2022	FY 2023	FY 2024	FY 2025	% Change FY 2022 to FY 2025	AAGR FY 2022-FY 2025
COE	55	93	81	67	21.80%	13.00%
UTP	23	42	52	43	86.90%	29.70%
PSE	6	7	13	20	333%	52.10%
GBMI	4	7	39	26	650%	166%
NGMI	0	0	0	0	N/A	N/A
TOTAL	88	149	185	156	77.20%	25.90%

Note: Not all COE orders result in admission to the FMHF in Galen. Some evaluations are being completed in the community through the aforementioned BHSFG initiative launched in 2024.

Forensic Waitlist Growth and Contributing Factors

The forensic waitlist for the FMHF in Galen has grown significantly in recent years; however, this growth is not a straightforward function of court orders minus admissions. The waitlist is shaped by a variety of operational and legal factors, including court orders from multiple fiscal years.

Why Waitlist Numbers Are Complex

Several factors contribute to the growing waitlist:



- **Community-Based Evaluations:** Some COEs and PSEs are completed by DPHHS-approved providers in the community, without requiring admission to the FMHF in Galen.
- **Dismissed Cases:** A defendant's case may be dismissed by a court due to a determination that a defendant cannot be made fit within the reasonably foreseeable future and that alternatives to forensic commitment are inappropriate, due to speedy trial violations, or due to other Constitutional considerations. This may remove the defendant from the system before admission, which is an outcome that DPHHS seeks to avoid through expanding forensic bed capacity.
- **Non-Court-Ordered/Emergency Admissions:** Some admissions are for patients who are held up to 72 hours in connection with an "emergency detention." An emergency detention is coordinated with a county attorney, the state hospital, and other mental health facilities for individuals who are experiencing acute crises, have rapidly decompensated, or require higher security, even if they are not tied to a court order.

The following table reflects the waitlist at the end of the fiscal year and the fiscal year in which the court order was initially issued.

FY	Waitlist	Year the Court Order was Issued				
		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
2022	40	4	36			
2023	70		4	66		
2024	91		1	5	85	
2025	128*			1	26	101

**Note: FY 2025 totals were impacted by renovations and pod reconfigurations that temporarily reduced forensic admissions capacity.*

The waitlist is not just a backlog. It is a dynamic, multi-year accumulation of unmet forensic service needs. This underscores the importance of expanding capacity and building flexible infrastructure that can absorb fluctuations in demand and operational disruptions.

Conversely, DPHHS has not observed a corresponding rapid increase in the waitlist for the civil population. When operating at full capacity, MSH typically admits around 650 civil patients per year. While admissions declined in FY 2025 due to limited bed space associated with renovations required for CMS certification, by the end of FY 2025, only five individuals were on the civil waitlist, and they were ultimately cleared for admission.



While infrastructure upgrades have temporarily impacted civil admissions, the system is functioning effectively and has adapted through initiatives such as opening MSH Grasslands. This reinforces the need to prioritize forensic expansion, where the misalignment between demand and capacity is more acute.

OPERATIONAL CONSTRAINTS AT THE FMHF IN GALEN

Renovations, pod closures, and gender-based housing needs have further reduced forensic capacity. Internal transfers (e.g., from Delta Unit to Galen) consume bed space without reducing the waitlist, furthering the need for dedicated additional capacity.

The following table reflects the number of admissions and the fiscal year in which the known court order was issued.

FY	Number of Admissions	Year the Court Order was Issued					
		Unknown	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
2022	119	76	4	39			
2023	109	26		14	69		
2024	103			1	43	59	
2025	66*					47	19

Admissions Are Not Always Court-Driven

- Annual admissions include individuals with court orders from multiple fiscal years, not just the current one.
- Some admissions are not tied to new court orders. For example, patients from the Delta Unit may be temporarily transferred back to Galen if they decompensate and require a higher-security setting.

Gender-Based Pod Reconfiguration

The growth of Montana's forensic population is further complicated by the need to separate male and female patients, which is a requirement driven by both safety and clinical standards. Over the last five years, roughly 20% of forensic orders have been for female patients.

- The FMHF in Galen consists of two large pods and one small pod.
- This layout limits flexibility in managing gender-specific housing needs, especially when demand fluctuates.



To address a growing female waitlist, over the past four years, one pod has been converted from male to female housing twice. To safely complete the transition, overall male capacity is temporarily reduced, and new male admissions are paused, worsening one component of the statewide forensic waitlist.

LEGAL RISKS OF FORENSIC BED SHORTAGES

A shortage of forensic psychiatric beds poses **serious legal and constitutional risks** for the State of Montana and its counties. These risks stem from the inability to provide timely mental health treatment to individuals who are legally entitled to it.

Due Process Violations

- Defendants found incompetent to stand trial must receive treatment to restore their competency.
- Delays in admission can result in individuals spending more time in jail than they would have if convicted, violating their constitutional right to due process.
- Prolonged incarceration without treatment can lead to worsening mental health and increased suicide risk, potentially protracting treatment at the FMHF in Galen upon admission and worsening the existing bottleneck.

Risk of Federal Intervention and Litigation

- Other states, such as Washington, have faced class-action lawsuits and federal court oversight due to delays in forensic mental health services.
- Courts have required states to:
 - Expand forensic capacity
 - Improve access to treatment
 - Pay damages for constitutional violations

Montana's Current Exposure

While Montana has not yet faced federal intervention, Department leadership believes the risk is growing. The number of **court orders dismissed due to speedy trial violations** – a direct result of forensic bed shortages – demonstrates this legal vulnerability. In FY 2024 and 2025, the number of court orders dismissed totaled 12.

Why This Matters

- Forensic patients are often held in jails while awaiting admission, where they may not receive adequate psychiatric care.
- Delays in restoration can lead to constitutional violations, including speedy trial and due process concerns.
- Civil patients, while also in need, have more diversified treatment pathways (e.g., Grasslands, community-based services), whereas forensic patients rely most exclusively on the FMHF in Galen.



- Each dismissal represents a missed opportunity for treatment, a potential public safety concern, and a legal liability for the state.

ADDITIONAL RATIONALE

National and Regional Benchmarking

By early 2026, MSH is projected to operate with:

- 142 civil beds (including 24 at MMHNCC) – 13.10 civil beds per 100,000 residents
- 125 forensic beds (including those for sentenced patients) – 11.53 beds per 100,000 residents
- Total: 24.63 state psychiatric beds per 100,000 residents

National benchmarks recommend 20–40 state psychiatric beds per 100,000 population (TAC, KFF). Montana's current capacity places it at the lower end of the national benchmark for total civil and forensic beds. The Department's desired changes to system bed capacity, as described above, will ultimately increase state psychiatric beds to 339 in total, bringing Montana's per 100,000 rate to a midpoint of 31.27.

Note: Increase in capacity is a combination of changes referenced in the chart on page 4 and the proposed new forensic facility.

National Trends in Forensic Psychiatric Populations

Across the United States, states are experiencing a sustained surge in forensic psychiatric demand, particularly related to competency to stand trial evaluations and restorations.

Growth in Competency Cases

- From 1999 to 2014, there was a 76% increase in forensic patients in state hospitals.
- From 2017 to 2024, the number of individuals found incompetent to stand trial rose by 23%.
- National forensic waitlists have ballooned – from 883 in 2019 to approximately 2,400 by 2024 – leading to overcrowding in jails and emergency departments.

Other State Responses: Expanding Forensic Capacity

According to a July 2025 report by NRI, Inc., 11 states added over 1,300 forensic beds between 2022 and 2024, and an additional 317 beds were added in 2025 alone.



- Mississippi: Built an 83-bed maximum-security forensic unit, doubling capacity to 123 beds.
- Kansas: Constructed two new state psychiatric hospitals following a legal settlement.
- Pennsylvania: Built a 270-bed forensic facility at Norristown State Hospital.
- New York: Added 125 beds in four months, with 325 total added under the current governor's administration.

PROJECTED IMPACT OF THE 32-BED EXPANSION

- DPHHS projects that adding 32 forensic beds would increase annual capacity to serve approximately 170 patients.
- This represents a 60% increase in the availability of care, significantly reducing wait times and improving access to timely evaluation and restoration services.
- Montana's forensic system is under-resourced relative to national benchmarks and uniquely strained by legal sentencing practices.
- Expanding forensic capacity is a strategic, data-driven response to both current deficiencies and future needs.

WHY THE INTEREST IN EASTERN MONTANA?

Geographic Balance and Access

Because Eastern and Central Montana currently lack essential forensic infrastructure, counties are forced to transport patients long distances to the FMHF in Galen, which delays care and increases costs. Establishing a new facility in Eastern Montana would improve geographic balance.

Strategic Advantages

The proposed 32-bed forensic facility is being considered for Eastern Montana, a region with limited access to forensic psychiatric services and one that provides a growing share of the state's forensic admissions. This location is expected to:

- Improve geographic access for law enforcement, court systems, defendants, and families in Eastern and Central Montana.
- Reduce transportation burdens for counties that currently face long distances when transporting defendants to the FMHF in Galen.
- Support regional equity by expanding behavioral health infrastructure beyond the western corridor.



THE IMPORTANCE OF A FLEXIBLE DESIGN

The facility will be designed for medium- to low-security forensic care, which allows for conversion to civil use if future demand shifts and DPHHS determines a need to repurpose pods/units. Designing the new forensic facility with scalability and adaptability in mind offers significant long-term cost savings.

A modular layout and medium- to low-security infrastructure will allow the facility to be scaled up or down based on changing demand, whether that means expanding forensic capacity, converting pods/units for civil use, or adjusting gender-specific housing.

This flexibility reduces the need for costly new construction or major retrofits in the future. By investing in a facility that can evolve with Montana's behavioral health landscape, the state can maximize the return on capital investment, avoid duplication of infrastructure, and ensure that taxpayer dollars are used efficiently and effectively over time.

With the new facility, DPHHS will be better positioned to provide state psychiatric services regardless of what type of capacity (forensic or civil) is most strained in future years.

CONCLUSION

Montana's forensic psychiatric system is under significant and growing strain. Without immediate investment in expanded capacity, the state faces serious and far-reaching consequences not only for individuals with mental illness, but also for the legal system, public safety, and public finances.

County jails are increasingly housing individuals who require psychiatric care, not incarceration. These facilities are not equipped to provide appropriate treatment, leading to worsening symptoms, increased risk of self-harm, and potential violations of constitutional rights. Concurrently, the lack of available forensic beds has forced courts to dismiss charges or release individuals without treatment, contributing to a cycle of relapse, homelessness, and recidivism. These consequences often adversely impact the civil mental health system, which is not designed to manage forensic-level acuity.

The proposed 32-bed forensic facility in Eastern Montana offers a strategic, flexible, and future-ready solution. It will:

- Relieve pressure on local governments and jails, as well as reduce legal exposure
- Improve access to timely, appropriate treatment
- Expand geographic equity in behavioral health services



- Increase forensic evaluation capacity by 60%
- Boost annual forensic care delivery from 106 to 170 patients (estimated)
- Provide long-term adaptability for DPHHS to shift between forensic and civil use as needed

By designing the facility with scalability in mind, Montana can avoid costly retrofits or duplicative construction in the future. This investment not only addresses today's most pressing behavioral health challenge, but it also builds a more resilient, efficient, and balanced system for the future.

Inaction carries a high cost. DPHHS's desired expansion of forensic beds is a fiscally responsible, legally sound, and clinically necessary way to continue building a stronger statewide behavioral health system for future generations.



Frequently Asked Questions (FAQs): Montana's New Behavioral Health Facility

1. What funding is the State of Montana using to build a new behavioral health facility?

House Bill 5, passed by the 2025 Montana Legislature and signed into law by Governor Gianforte on June 19, 2025, provides \$26.5 million to build a behavioral health facility. House Bill 5 requires the Department of Public Health and Human Services (DPHHS) and Board of Investments (BOI) to jointly develop a plan identifying the type and location of the facility.

2. What is the type and purpose of the facility?

Based on a statewide needs assessment, this facility will provide secure, therapeutic care for individuals with serious mental illness who are in the criminal justice system. These individuals may include:

- A person awaiting trial who needs a mental health evaluation to determine if they are mentally fit to stand trial.
- A person found Unfit to Proceed (UTP) who requires inpatient treatment to restore their competency.
- A person found Guilty but Mentally Ill (GBMI) or Not Guilty by Reason of Mental Illness (NGMI) who is court-ordered to receive treatment in a secure psychiatric facility.

3. Who is responsible for this facility?

The facility will be managed and operated by DPHHS.

Under Montana Code Annotated (MCA) Title 53, Chapter 21, DPHHS is legally responsible for providing inpatient psychiatric care to individuals who are either civilly committed or involved in the criminal justice system due to serious mental illness.

This new facility will be part of the state's broader behavioral health system and will be staffed, licensed, and overseen in accordance with state law and clinical best practices.

4. Why is the facility focused on mental health treatment for individuals who are involved in the criminal justice system?

Montana is experiencing a growing crisis in forensic psychiatric care and lacks sufficient capacity to meet demand. At the end of Fiscal Year 2025, 128 individuals were on the waitlist for admission to the existing Forensic Mental Health Facility in Galen, which is managed and operated by DPHHS.



Currently, this facility is the only facility in Montana that can serve this population, and the bed space is inadequate for current and projected demand.

Without timely access to treatment, individuals may be held in local jails for extended periods, which can worsen psychiatric symptoms and delay recovery.

This new facility will:

- Provide faster access to treatment, allowing for earlier patient stabilization, reducing the risk of harm to self or others.
- Help individuals regain competency and move through the legal system appropriately, reducing risks of recidivism, homelessness, or untreated mental illness.
- Create capacity for local jail, ensuring critical public safety resources are used effectively.

5. Why was Eastern Montana identified as the preferred location?

Eastern Montana was selected to improve geographic access to behavioral health services and reduce pressure on the existing DPHHS facility in Galen (Western Montana). A facility in Eastern Montana will:

- Reduce transportation burdens for counties in Eastern and Central Montana.
- Improve regional access for law enforcement, courts, and families.
- Expand necessary behavioral health infrastructure in an underserved part of the state.

6. Will the facility only serve forensic patients?

While the immediate need is to serve individuals in the criminal justice system who require psychiatric evaluation or treatment, the facility is being designed with flexibility and scalability in mind for future needs.

Its primary purpose is to address Montana's urgent shortage of forensic psychiatric beds. However, if future demand shifts, the facility can be adapted to serve civil patients.

By building a facility that can evolve with Montana's behavioral health needs, the state is making a smart, future-ready investment that avoids the cost of building new infrastructure down the road.



7. Can patients voluntarily leave this facility?

No. All individuals admitted to this type of facility are either court ordered or sentenced to DPHHS. The facility will operate under strict security and clinical protocols to ensure the safety of patients, staff, and the broader community.

8. What security measures are implemented at this type of facility?

As a forensic facility, security is significantly tighter than in traditional locked psychiatric units.

Security features include:

- 'Sally port' doors, which ensure one door is closed before the other opens to prevent patient elopement
- Double-layer security fences around all outdoor areas
- A central command station that operates facility access control and manages patient and staff movements
- 24/7 interior and exterior live video monitoring

No firearms are on-site, and staff are trained in de-escalation and safe behavioral management techniques.

9. What is the anticipated length of stay for patients, and what criteria are used to determine their readiness for release?

Based on the model of the existing Forensic Mental Health Facility in Galen, DPHHS anticipates that patients ordered by the court for evaluation and restoration will stay for approximately 3 to 6 months. Their release depends on their treatment progress and usually involves returning to a county jail or being transferred to the Montana State Hospital.

For patients placed in the care of DPHHS, the length of stay depends on their sentence and behavior. Patients who complete their sentence while at the facility will collaborate with DPHHS discharge planners to develop a plan for their return to the community with suitable follow-up care. Release is also coordinated with Probation and Parole.

10. Will individuals be released into communities after treatment?

No one will be released from the facility, and from incarceration, without a structured discharge plan.

All individuals treated at this facility will be either court-ordered or sentenced to DPHHS. Discharge planning is coordinated with the courts and appropriate agencies to ensure



that individuals return to their home jurisdictions or are transferred to appropriate settings such as the Montana State Hospital, supervised housing, community-based treatment, or another secure facility. Most evaluation patients will transfer back to the county detention facility from where they were originally transferred to await sentencing.

No one will be released without:

- A formal discharge plan
- Oversight or monitoring as required
- Coordination with local law enforcement, Probation and Parole, or behavioral health providers, when appropriate

It is important to note that DPHHS, in coordination with the judicial system, typically works to return individuals to their county of origin.

11. Who is responsible for the discharge planning?

DPHHS is ultimately responsible for the discharge planning of patients who have completed their sentence at the facility. Discharge planning is a dedicated function within the operations of the facility. It is carried out by trained staff who specialize in coordinating safe and appropriate transitions for individuals leaving care.

This process is done in close collaboration with:

- Medical and clinical professionals
- The court system
- Community-based providers
- Other relevant agencies (e.g., law enforcement, Probation and Parole, housing, or treatment programs)

Every discharge is guided by a structured plan that ensures individuals are placed in the right setting with the right supports whether that's returning to their home jurisdiction, entering a supervised program, or continuing care in another facility. Public safety and continuity of care are central to every decision.

12. What kind of staffing is required for a 32-bed forensic facility?

It is anticipated that 90-100 staff will be required to safely operate the facility across multiple shifts 24/7/365. The staffing model is based on best practices at the existing Forensic Mental Health Facility in Galen and will be largely comprised of clinical staff (RNs, LPNs, Psychiatric Technicians) as well as support staff. The staffing model will evolve as the facility design and operational models are finalized.



13. How is Montana addressing workforce challenges for this facility?

Montana is actively investing in workforce development strategies to ensure the facility is properly staffed. This includes training pipelines, recruitment incentives, and partnerships with educational institutions. Through the 406 Jobs Initiative, the Behavioral Health System for Future Generations Initiative, and the future Rural Health Transformation Program, the State is continuing to expand education, certification, and career advancement opportunities in critical behavioral health fields such as psychiatry, psychology, social work, and nursing.

14. How will the selected community be involved in the planning process for the facility?

Once a site and location for the facility is formally selected, there will be a series of local meetings to explain the process for designing, building, and operating the facility and gather feedback from community members and leaders.

15. What are the legal risks of not building this facility?

Montana and local jurisdictions are at risk of legal exposure if forensic capacity is not expanded. Delays in forensic psychiatric care can result in:

- Violations of constitutional rights, including due process and speedy trial protections
- Dismissed court cases due to prolonged detention without treatment
- Federal litigation or oversight, as seen in other states



To: Speaker Ler
From: Julie Johnson, Staff Attorney
Re: Securities Classification of the Construction of a Behavioral Health Unit Pursuant to Section 17 of House Bill 5 from the 2025 Legislative Session
Date: October 1, 2025

I. Introduction and Issue

At the September meeting of the Legislative Finance Committee, legal staff was asked to work with Chair Kassmier to request an Attorney General Opinion on the following question of law:

Whether the behavioral health unit that the Legislature directed the Board of Investments to have constructed in House Bill 5 is a security under state and federal securities laws?

This memo provides basic research and points of law bearing upon the request. The memo also reaches a preliminary conclusion that the building would most likely constitute a security.

II. Factual Background

Article VIII, section 13, of the Montana Constitution mandates the creation of a “unified investment program for public funds.” This unified investment program is overseen and managed by the Board of Investments. The total market value of the Montana Board of Investments’ Unified Investment Program as of June 30, 2024, was \$29.6 billion.

Part of the board’s investment portfolio includes real estate and buildings. The Board of Investments owns several buildings that it rents to state agencies or third parties as a part of its real estate investment portfolio. This includes the workforce housing apartments that the Board of Investments had built pursuant to House Bill 819 from the 2023 legislative session. These assets are included in common investment pools and are commingled with other participants’ assets. These asset pools are managed by the staff at the Board of Investments with no individual participant control.

During the 2025 session, the Legislature passed House Bill 5, which provided for the construction of a behavioral health facility. See section 17 of HB 5. Specifically, the Legislature directed the transfer of \$26.5 million from the capital developments long-range building program account to the Board of Investments “for the purposes of building a behavioral health facility.”¹ According to section 17(2) of HB 5, prior to the transfer of funds to the Board of Investments, the budget director “shall adopt a plan from the board of investments and the department of public health and human services on the facility type and location.”

At its September 18, 2025, meeting, the Legislative Finance Committee discussed the

¹ Rent for the behavioral health facility may be eligible for federal reimbursement.

construction of the behavioral health facility and the committee members' understanding that the building constitutes a security under Montana law. Members want to make certain this understanding is correct. Therefore, given the importance of the facility's timely construction and the legislative directive to the Board of Investments to construct this facility instead of the Department of Administration Office of Architecture and Engineering, the Legislative Finance Committee has requested an Attorney General opinion on this question of law.

III. Applicable Law

A. Federal Law

In S.E.C. v. W.J. Howey Co., 328 U.S. 293, 66 S.Ct. 1100, 90 L.Ed. (1946), the United States Supreme Court set out what is now commonly referred to as the Howey test to determine whether an investment contract exists. The Supreme Court stated that the test to determine whether an investment contract exists "is whether the scheme involves an investment of money in a common enterprise with profits to come solely from the efforts of others." Howey, 328 U.S. at 301.

The Ninth Circuit Court of Appeals distilled the Howey definition into a three-part test, which requires the following:

- (1) an investment of money
- (2) in a common enterprise
- (3) with an expectation of profits produced by the efforts of others.

Warfield v. Alaniz, 569 F.3d 1015, 1020 (9th Cir. 2009). The Montana Supreme Court has also noted that "[t]he leading case for determining the existence of an investment contract security is S.E.C. v. W.J. Howey Co." and has similarly reiterated that the "established three criteria to the determination of an investment contract security" under Howey is: "an investment, a common enterprise, and the expectation of profits *solely* from the efforts of others." State v. Duncan, 181 Mont. 382, 390-91, 593 P.2d 1026, 1031-32 (1979) (Emphasis in original).

B. State Law

As discussed above, the three-part Howey test determines whether an investment contract exists. Under Montana law, an investment contract is a security pursuant to § 30-10-103(24)(xiii), MCA.

C. Law Governing the Board of Investments

The Board of Investments is charged with the creation of a "unified investment program for public funds" under Article VIII, section 13, of the Montana Constitution. §17-6-201, MCA,

provides that the Board of Investments must administer public funds “in accordance with the prudent expert principle,” which requires the board to:

- (a) discharge the duties with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity with the same resources and familiar with like matters exercises in the conduct of an enterprise of a like character with like aims;
- (b) diversify the holdings of each fund within the unified investment program to minimize the risk of loss and to maximize the rate of return unless, under the circumstances, it is clearly prudent not to do so; and
- (c) discharge the duties solely in the interest of and for the benefit of the funds forming the unified investment program.

§17-6-201(1), MCA (Emphasis added). The Board of Investments is charged with maximizing the rate of return on investments for the benefit of funds within the unified investment program. The board is also granted the power to execute conveyance deeds for real property and to direct the sale of securities. §17-6-201(6), MCA.

IV. Analysis

Because a security is defined as an investment contract under Montana law, the three-part Howey test applies.

1. Is there an investment of money? Yes, 26.5 million is to be invested in the construction of a behavioral health unit pursuant to section 17 of HB 5 (2025).
2. Is there a common enterprise? Most likely, yes. HB 5 does not explicitly provide that the building will be included in a common investment pool managed by the Board of Investments. However, it is reasonable to infer that the Legislature, by directing the board, instead of the Department of Administration Office of Architecture and Engineering, to construct the building, intended to have the building be included in the “unified investment program for public funds.”
3. Is there an expectation of profits produced by the efforts of others? Most likely, yes. The Board of Investments charges rent to state agencies and third parties on buildings in its real estate portfolio. HB 5 does not explicitly provide that the board will charge rent on the new behavioral health facility. However, given the board’s duty under §17-6-201, MCA, to maximize its rate of return and produce profits for its investors, it is reasonable to infer that the Legislature intended the board to charge whoever occupies the behavioral health facility a rent that yields a rate of return. It is possible that the building rent would be partially reimbursed with federal funds, which depends on the purpose of the facility. If the building rent is reimbursed with federal funds, it is not clear how the Board of Investments can maximize profits while adhering to strict policies for federal reimbursement.

V. Preliminary Conclusion

The three-part Howey test indicates that the behavioral health facility would most likely be considered a security under state and federal law. This conclusion is bolstered by the fact that the workforce housing project constructed by the Board of Investments pursuant to House Bill 219 in the 2023 session is included in the board's real estate portfolio that is in a common investment pool. Lastly, had the Legislature not intended the facility to be considered a security, it would have instead directed the Department of Administration Office of Architecture and Engineering to construct the facility, and not the Board of Investments.

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the CAO

November 17, 2025

Mr. Dan Villa
Executive Director
Board of Investments

I would like to explain why the City of Laurel did not nominate itself for the potential location for a new Forensic Mental Health Facility the State of Montana intends to build. Inside the city of Laurel limits there is no location that would be suitable for the facility and so therefore I cannot ask the Laurel City Council to consider applying.

Laurel's Mayor David Waggoner and I have described to you a location just outside Laurel's city limits that has most of the criteria that would make building the facility remarkably successful. The land has adjacent water and sewer lines that are currently being installed. The area also has natural gas, an electrical power line, cable tv, fire hydrants and I believe fiber optic lines. These necessary elements are crucial in providing all the needs a mental health facility development would need. This location would lower the initial cost to construct such a facility versus lands that do not have some or any of the infrastructure to build out such a facility.

As I stated, this location is just outside the city limits and therefore must go through the legal process to be considered for any city services. The City Council passed an annexation resolution in 2008 that set the criteria for receiving city services. To annex any property the City relies on Montana Code Annotated Title 7, Chapter 2, part 42 through 47. If the City of Laurel were to consider any type of annexation from parts 42 through 47, we would need to follow those Montana laws, and this includes the right for public participation and public hearing. Due to the requirements in City Council resolution R08-22, land outside city limits must be annexed to receive city services and this is why Laurel could not apply during the recent process for consideration for the state's facility.

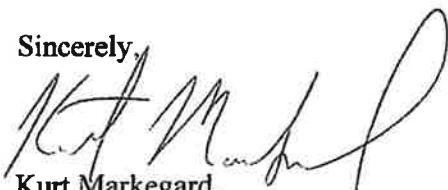
The process city staff has always followed with regards to annexation is a pre-application meeting with owners or potential owners of land to be considered for annexation. This meeting will discuss all the necessary steps Laurel will require and annexation requirements in Montana Code Annotated (MCA). MCA 7-2-44 is the process for annexation of contiguous government land if the state would like to consider the location just outside city limits. In the past, buy/sell agreements could be made until the public process has taken place and a favorable vote for annexation is complete by Laurel's City Council.

If the State is considering any City for the location of the Forensic Mental Health Facility, I would hope that those cities follow their ordinances and resolutions as I have advised our elected officials on following Laurel's ordinances and resolutions.

The right to have the public speak on the benefits or concerns they may have about any annexation or provision of local services is well documented in Laurel. I applaud the efforts to get community involvement in choosing the location for the facility, but I believe the process did not allow the location I pointed out to you during the summer tour to be nominated.

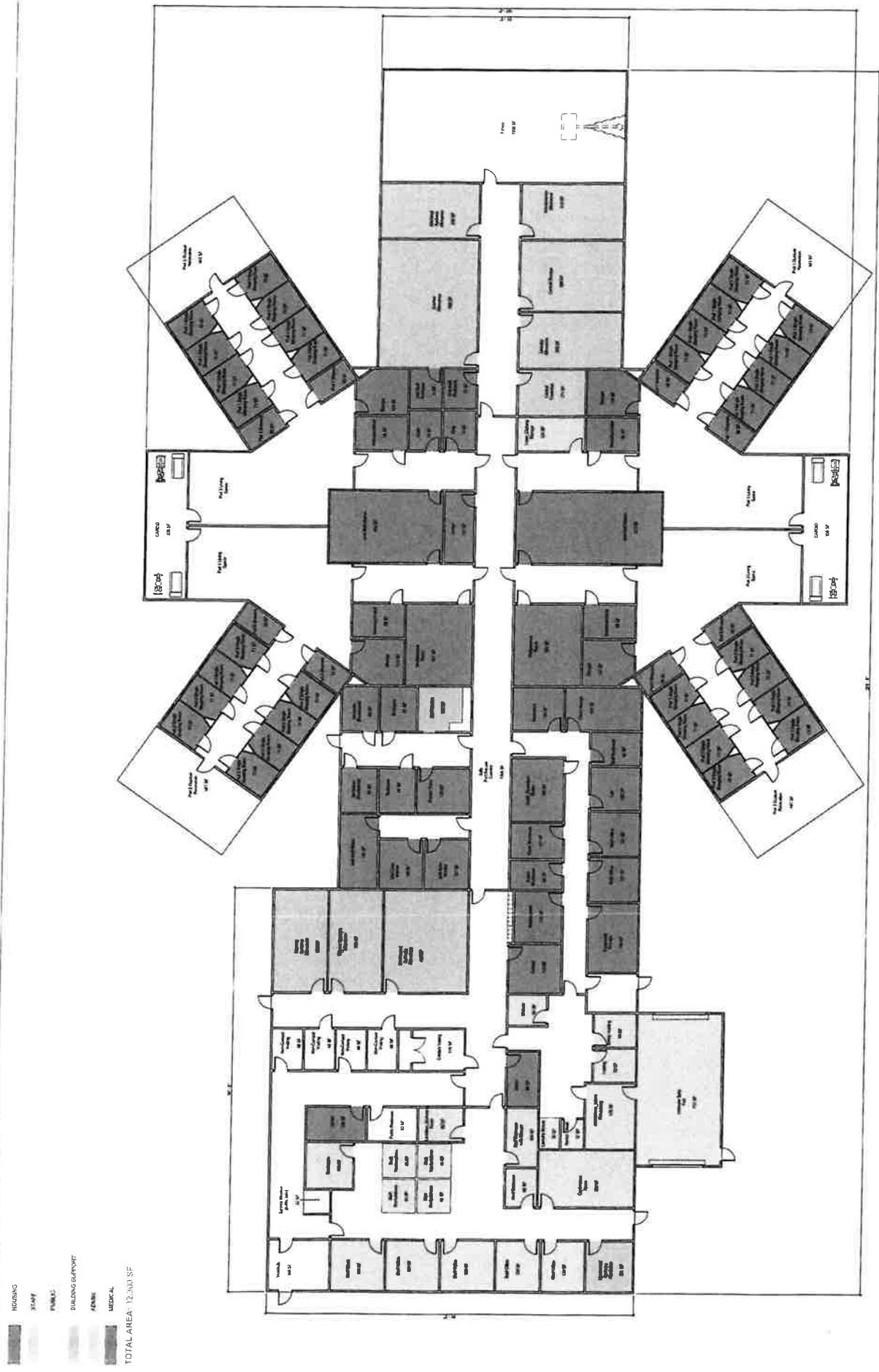
If anyone from the State would like to speak to Laurel's Mayor or city staff, I am sure that we could arrange a meeting to discuss this letter in more detail or what policies we have for the Laurel community.

Sincerely,



Kurt Markegard,
Chief Administrative Officer
City of Laurel

Cc. Mayor David Waggoner



**Cushing
Terrell**

DLRGROUP

OVERALL PROGRAM PIECES - SINGLE STORY OPTION

Brittney Harakal

From: Laurel MT <laurel-mt@municodeweb.com>
Sent: Tuesday, January 20, 2026 11:33 AM
To: Brittney Harakal
Subject: Kyle Farley

Submitted on Tuesday, January 20, 2026 - 11:32am

Submitted by anonymous user: 136.226.126.105

Submitted values are:

Name Kyle Farley

Address 1001 S. Douglas Hwy, Suite 201

Public Comment Visionary Communications respectfully states its intent to initiate and negotiate a telecommunications franchise agreement with the Town of Laurel, Montana, in order to lawfully provide and expand telecommunications services within the Town's public rights-of-way. Visionary Communications is requesting that the proposed franchise agreement be scheduled for consideration on a first reading as early as February, subject to the Town's procedural requirements. Visionary Communications is committed to working collaboratively with Town staff, legal counsel, or other designated representatives to support the Town's review process, respond to informational needs, and facilitate timely consideration of the franchise agreement in a manner that aligns with municipal objectives and applicable law.

Email kfarley@visionarybroadband.com

The results of this submission may be viewed at:

<https://cityoflaurelmontana.com/node/16092/submission/3245>



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

Memorandum

Date: July 21, 2025
To: City of Laurel Public Works Board
Copy to: Justin Shovar / CHS
From: Travis Jones, KLJ
RE: City & CHS Stormwater Outfall / Conceptual Plan

Remarks

The intent of this memorandum is to summarize the proposed stormwater concept presented by CHS and KLJ Engineering at the July 21, 2025 City of Laurel Public Works Board meeting; and to request City adoption of a resolution to support design of improvements to remedy flooding issues in Laurel's southside neighborhood. Laurel's southside neighborhood generally refers to the area bound by South 8th Avenue (west), BNSF rail spur (east), I-90 (south) and West Railroad Street (north).

- **Background**

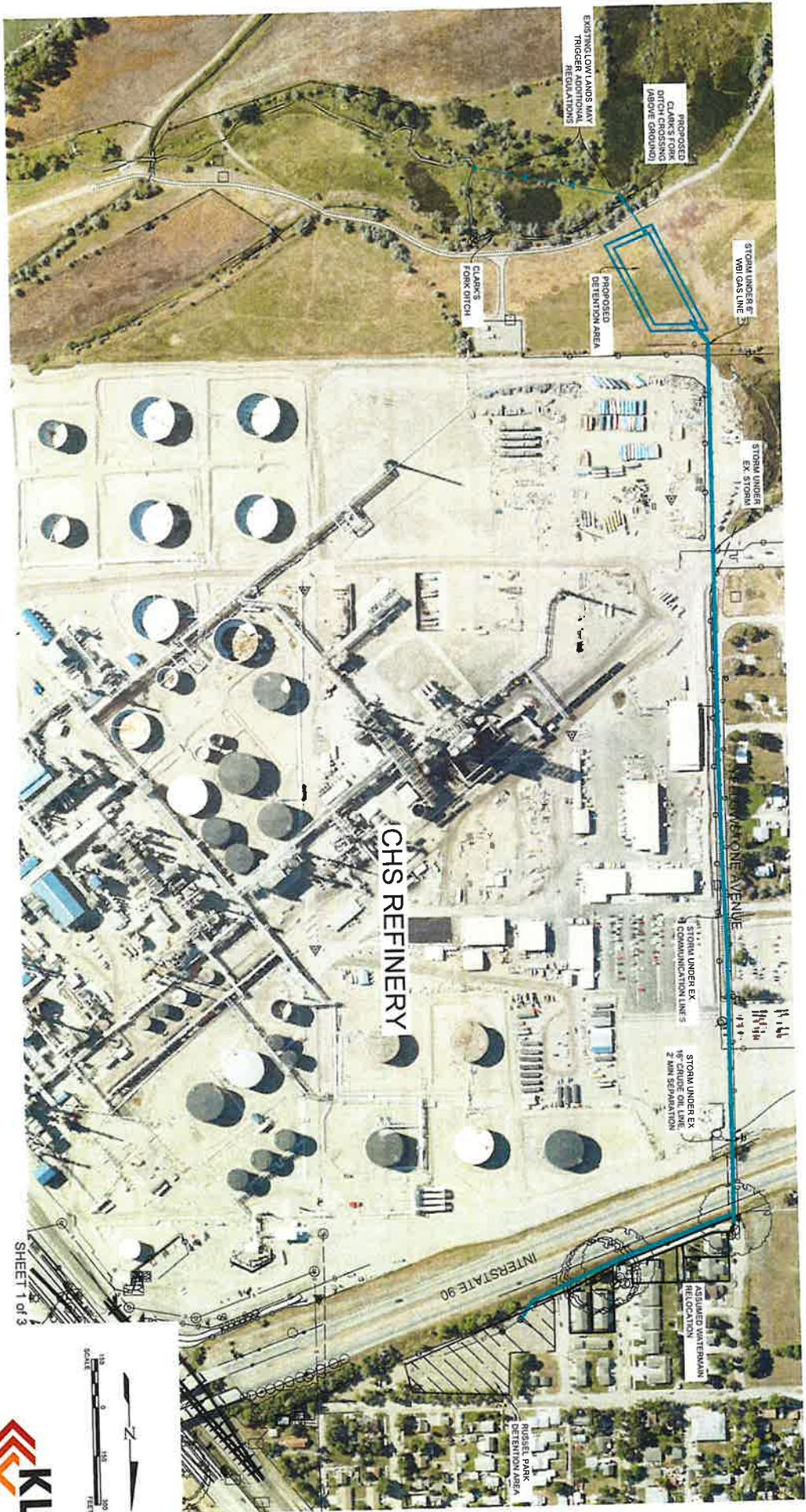
- Stormwater runoff from the City's southside neighborhood is currently captured and conveyed through the CHS refinery in a 24-inch culvert that passes under I-90 at the south end of South 1st Avenue.
- An additional 24-inch culvert crosses I-90 near the south end of Yellowstone Avenue.
- Both culverts are undersized and at too high of an elevation to effectively drain the area.
- Overflow from the culverts runs east along I-90 to the BNSF underpass, but not without causing flooding.
- The culvert outfall route through CHS is a maintenance and operational problem for CHS due to CHS having to manage runoff from the City. It is also an operational problem for the City due to restricted access across the refinery.
- In 2021, the City of Laurel commissioned The Southside Master Stormwater Plan, which included recommendations for improvements as follows:
 - Develop a storm sewer system in the Southside Neighborhood
 - Develop a stormwater detention areas in Russel Park
 - Pursue development of a new stormwater discharge route and outfall to replace the two inadequate 24-inch culverts under I-90.
- To date, the City has adopted the Southside Master Stormwater Plan, developed the proposed stormwater detention area in Russel Park and completed an initial phase of developing a storm sewer system within the Southside Neighborhood.
- Flooding and drainage issues persist following the initial phases of these improvements, primarily as a result of the proposed stormwater outfall improvements not yet being complete.

- **Concept Overview**
 - CHS and KLJ have developed a concept plan to improve the stormwater outfall under I-90 and bypass round around the CHS refinery, summarized as follows:
 - Proposed culvert from Russell Park to a new outfall location.
 - Culvert size anticipated as 36" to 48". Final sizing to be confirmed during the design phase, to be refined with final design.
 - Proposed detention pond at the southeast side of the conceptual alignment to be finalized during the design with the location, size, and orientation subject to change.
 - The existing culverts under I-90 will be abandoned, which will eliminate the comingling of City and CHS stormwater.
- **Benefits to the City and CHS**
 - Eliminates dependence on one another for maintenance of the I-90 culvert and downstream CHS stormwater system.
 - Improved City access and control over downstream drainage facilities.
 - Increases the stormwater capacity relative to the current conditions.
 - Eliminates mixing of stormwater and potential regulatory impacts.
 - With the proposed route, the City will have the opportunity to improve drainage along the alley at the south ends of both Woodland Avenue and Yellowstone Avenue.
 - An additional detention pond will help City comply with future MS4 stormwater discharge permit requirements.
- **CHS Request**
 - Concurrence on the proposed stormwater project with a recommendation to the City Council to support the project.
 - Recommended Resolution: The Laurel Public Works Board recommends the City Council approve a resolution to support the commencement of the design phase of the proposed CHS/City stormwater project with the following conditions:
 - CHS will commission and pay for the engineering design efforts.
 - The design will consider and incorporate stormwater inlets at the south ends of Yellowstone Avenue and Woodland Avenue.
 - The City will coordinate with CHS to provide review and feedback of the engineering plans when requested by CHS.
 - The final design will include abandonment of the existing I-90 culverts.
 - Upon completion of the final design, the City and CHS will work together to develop a formal agreement addressing access, leading/responsible party, cost allocation/sharing, schedule, consultant/contractor procurement, and other relevant terms & conditions associated with the remaining the permitting, construction, ownership, and maintenance of the proposed facilities.

Please direct any outstanding questions to Justin Shovar, CHS Project Management Specialist at Justin.Shovar@chsinc.com and Travis Jones, KLJ Project Manager at travis.jones@klijeng.com .

I-90 EMBANKMENT FLOODING REMEDIATION

LAUREL, MT
07-01-2025



PRELIMINARY - NOT FOR CONSTRUCTION



© KLJ ENGINEERING LLC 2025

I-90 EMBANKMENT FLOODING REMEDIATION

LAUREL, MT
07-01-2025



PRELIMINARY - NOT FOR COMMERCIAL USE

PRELIMINARY - NOT FOR CONSTRUCTION



I-90 EMBANKMENT FLOODING REMEDIATION

LAUREL, MT
07-01-2025

RUSSELL PART - CITY OF LAUREL
(STORMWATER DETENTION AREA)

EXISTING 24"

MANHOLE WITH
BEEHIVE INLET

55

00 9

EDGE OF ASPHALT 3300

06-1

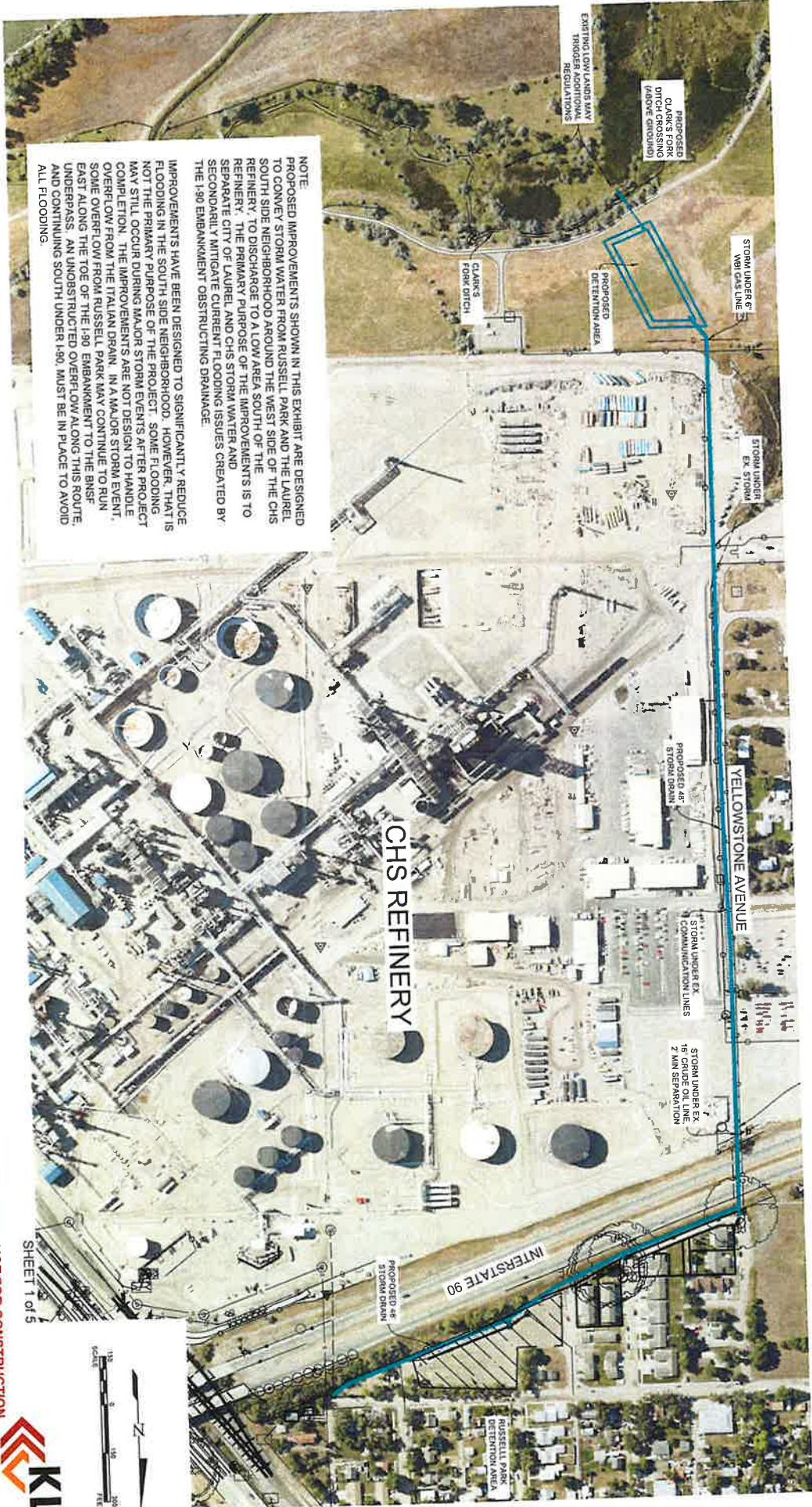
SHEET 3 of 3

PRELIMINARY - NOT FOR CONSTRUCTION



I-90 EMBANKMENT FLOODING MITIGATION

LAUREL, MD
12/30/25



PRELIMINARY - NOT FOR CONSTRUCTION

I-90 EMBANKMENT FLOODING MITIGATION

LAUREL, MT
12/30/25



I-90 EMBANKMENT FLOODING MITIGATION

LAUREL, MT
12/30/25

RUSSELL PART - CITY OF LAUREL
(STORMWATER DETENTION AREA)

EXISTING 24"
STORM DRAIN PIPE
AND INFILTRATION
TRENCH

MANHOLE WITH
BEEHIVE INLET

EXISTING 24"
STORM DRAIN PIPE
TO BE ABANDONED

MANHOLE WITH
BEEHIVE INLET
TO REMAIN

EXISTING 18"
STORM DRAIN PIPE
TO REMAIN

22 LF 24" ST. DR. @ 2.31%

356 LF 48" ST. DR. @ 0.10%

172 LF 48"

ST-1 (84")
5+86 54, 0.00
RIM 3293.70

48" INV IN 3287.01 (E)
24" INV IN 3289.50 (NW)
48" INV OUT 3286.91 (SW)

ST-5 (72")
2+30 89, 0.00
RIM 3293.41

48" INV IN 3287.47 (E)
48" INV OUT 3287.37 (W)

I-90

SHEET 4 of 5

PRELIMINARY - NOT FOR CONSTRUCTION



© KLJ ENGINEERING, LLC 2025

I-90 EMBANKMENT FLOODING MITIGATION

LAUREL, MT
12/30/35

**RUSSELL PART - CITY OF LAUREL
(STORMWATER DETENTION AREA)**

EXISTING 24" STORM DRAIN PIPE AND INFILTRATION

EXISTING 18" STORM DRAIN PIPE TO REMAIN

MANHOLE WITH
BEEHIVE INLET
TO REMAIN
EXISTING 24"
STORM DRAIN PIPE
TO BE ABANDONED

NOTE:
INLET TO NEW 48-INCH DIAMETER PIPE SHALL BE
DESIGNED WITH ADEQUATE CAPACITY TO RECEIVE
STORM WATER RUNOFF TO ALLOW 48-INCH PIPE TO
FLOW FULL PRIOR TO ANY BACKWATER
OVERFLOWING INTO EXISTING 24-INCH CULVERT
UNDER 1-90. GRADING AT THE CULVERT INLETS TO
BOTH PIPES SHALL BE SUCH THAT ALL RUNOFF IS
INTERCEPTED BY THE NEW 48-INCH DIAMETER PIPE
AND NO RUNOFF FLOWS TO THE EXISTING 24-INCH
DIAMETER PIPE IN NORMAL STORM CONDITIONS.

172 LF 48" ST. DR. @ 0.10%

53 LF 48" ST. DR. @ 0.11%

ST-15 (72")
2+30.89 0.00
RIM 3293.41
48" INV IN 3287.47 (E)
48" INV OUT 3287.37 (W)

EXSISTENCE

0+58.82 0.00
48" INV IN 3287.74 (NE)
48" INV OUT 3287.64 (W)

ST-170+06.00.00
48" INV OUT 3287.80 (SW)

EXISTING 24" CULVERT

RUSSELL PARK - CITY OF LAUREL (STORMWATER DETENTION AREA)

EXISTING 24" STORM DRAIN PIPE AND INFILTRATION TRENCH

MANHOLE WITH BEEHIVE INLET TO REMAIN

EXISTING 18" STORM DRAIN PIPE TO REMAIN

EXISTING 24" STORM DRAIN PIPE TO BE ABANDONED

EXISTING 48" ST. DR. @ 0.10%

172 LF 48" ST. DR. @ 0.10%

53 LF 48" ST. DR. @ 0.11%

EXISTING FENCE

ST-15 (72")
2+30 89, 0.00
RIM 3293.41
48" INV IN 3287.47 (E)
48" INV OUT 3287.37 (W)

ST-16 (72")
0-58 82, 0.00
48" INV IN 3287.74 (NE)
48" INV OUT 3287.64 (W)

EX FES INV 3291.4

ST-170-06 00, 0.00
48" INV OUT 3287.80 (SW)

NOTE:
INLET TO NEW 48-INCH DIAMETER PIPE SHALL BE
DESIGNED WITH ADEQUATE CAPACITY TO RECEIVE
STORM WATER RUNOFF TO ALLOW 48-INCH PIPE TO
FLOW FULL PRIOR TO ANY BACKWATER
OVERFLOWING INTO EXISTING 24-INCH CULVERT
UNDER 1-90. GRADING AT THE CULVERT INLETS TO
BOTH PIPES SHALL BE SUCH THAT ALL RUNOFF IS
INTERCEPTED BY THE NEW 48-INCH DIAMETER PIPE
AND NO RUNOFF FLOWS TO THE EXISTING 24-INCH
DIAMETER PIPE IN NORMAL STORM CONDITIONS.

55TH STREET

SOUTH 1ST AVENUE

EXISTING 24" CULVERT

SCALE

0 10 20 30 FEET

KLJ

SHEET 5 of 5

PRELIMINARY - NOT FOR CONSTRUCTION

1

File Attachments for Item:

6. Budget/Finance Committee Minutes of January 13, 2026.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, January 13, 2026**

Members' Present: Jessica Banks, Tom Canape, Richard Klose, Casey Wheeler

Others Present: Kelly Strecker, David Waggoner, Kelly Gauslow

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

Public Input: There was no public comment.

Chairman Richard Klose asked for nominations for the chair of this committee, Tom Canape nominated Richard Klose to remain as Chair. Casey Wheeler seconded this nomination. With no objection, Richard Klose will remain as committee chairman. There were no nominations for Vice Chair. This will be done at the next meeting held on January 27, 2026.

General Items –

1. Review and approve December 22, 2025, Budget and Finance Committee meeting minutes. Casey Wheeler moved to approve the minutes of December 22, 2025. Jessica Banks seconded the motion. With no objection, the minutes of December 22, 2025, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. There were none
3. Review and recommend approval to Council; claims entered through January 9, 2026. Richard Klose moved to approve the claims and check register for claims entered through January 9, 2026. Casey Wheeler seconded the motion. With no objection, the claims and check register of January 9, 2026, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending December 20, 2025, totaling \$254,389.89 Tom Canape motioned to approve the payroll register for the pay period ending December 20, 2025, totaling \$254,389.89. Jessica Banks seconded the motion. With no objection, the payroll register for December 20, 2025, was approved. There was no public comment.
5. Review and approve Payroll Register for the pay period ending January 4, 2026, totaling \$286,180.77 Casey Wheeler motioned to approve the payroll register for the pay period ending January 4, 2026, totaling \$286,180.77. Richard Klose seconded the motion. With no objection, the payroll register for January 4, 2026, was approved. There was no public comment.
6. Review and approve December 2025 Utility Billing Adjustments. Tom Canape moved to approve December 2025 Utility Billing Adjustments. Jessica Banks seconded the motion. With no objection, the December Utility Billing Adjustments were approved. There was no public comment.

New Business – Richard Klose stated, that at the last Park Board meeting the repair of ceiling was brought up regarding the Lion's Building at Riverside Park. More discussion will be at a later date.

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending December 20, 2025.
2. Review Comp/OT reports for the pay period ending January 4, 2026.

3. Mayor Update – The mayor stated that the city is working on getting the RFP out for engineering in the next couple of weeks. The CHS raw & settled water contract will expire this year and is being reviewed by city personnel. A meeting will be set up with CHS for further discussion.
4. Clerk/Treasurer Financial Update-Kelly stated the 4th quarter, quarterly reports are complete, and she is actively working on the transit quarterly reports at this time. Kelly stated that the Altana 11-month CD matured at 4.19% and would be rolled over to a 12-month CD at 3.69%.

Announcements –

1. The next Budget and Finance Committee meeting will be held on January 27, 2026, at 5:30 pm.
2. Tom Canape is scheduled to review the claims for the next meeting.

Meeting Adjourned at 6:25 p.m.

Respectfully submitted,



Kelly Strecke

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:

7. Tree/Park Board Minutes of January 8, 2026.

Laurel Park-Tree Board Minutes for January 8, 2026

The meeting was called to order at 5:24

In attendance were Irv Wilke, Brent Edgmond, Renee Studiner, Paul Kober, Tom Canape, Richard Klose, and Jon Rutt.

Guests – Joe Holzwarth

Public input – None

General Items

1. LPB Minutes for December 4, 2025 – Richard Klose moved to approve and Tom 2nd the motion. Approved

New Business

2. Board members and positions for the New Year – Richard Klose nominated Tom Canape for Chairman, Brent Edgmond 2nd the nomination. No other nominations were submitted, and Tom Canape was elected Chairman. Richard Klose nominated Jon Rutt for Vice Chairman, Tom Canape 2nd the nomination. No other nominations were submitted, and Jon Rutt was elected Vice Chairman. Richard Klose nominated Jon Rutt for Secretary, Brent Edgmond 2nd the nomination. No other nominations were submitted, and Jon Rutt was elected Secretary.
3. Other Parks – New supervisor is doing a good job.

Old Business

4. Renting Riverside Park in August 2026 – Nothing new
5. Billie Riddle Splash Park Toilets – Nothing New
6. Riverside Park Campground/Other items – A camper is parked there, and Code Enforcement is there every day.
7. American Legion Building at Riverside Park – tree is removed and cost \$8400.
8. Riverside Hall/Lions Club – Ace Electric gave a quote for 3 options for lights, wiring, and ceiling fans. Lions approved and are working with the contractor for sheet rock. Some questions discussed about paying for project. Discussion followed on options for BB gun shooters. Maybe Rod and Gun Club?
9. Laurel Rod and Gun Club Building – Nothing New, still looking for owners of mounted heads. Some discussion on the drain field, gas for heat, and the power shutoff.
10. Tree Board Business – Paperwork for grant has been submitted

Other Items

Next month's meeting will be on February 5, 2026.

Adjourn 6:12

Submitted Jon Rutt

File Attachments for Item:

8. Public Works Committee Minutes of December 15, 2025.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, DECEMBER 15, 2025**

The Public Works Committee meeting was called to order at 6:00pm on Monday, December 15, 2025, by Chair Heidi Sparks.

Members Present: Heidi Sparks- Chair, Jodi Mackay - Vice Chair, Irv Wilke, Jessica Banks, Richard Herr, Shawn Mulloney

Others Present: Matt Wheeler- Public Works Director

Public Input: None

General Items:

1. Approval of Minutes from November 17, 2025. Irv made a motion to approve the minutes of November 17, 2025. Motion was seconded by Jodi. Motion carried 6-0 to approve the minutes.
2. Emergency Call Out Report- Report attached
 - i. Only 2 call outs since last meeting. One was a shut off and the other was Village lift station which started as a power outage
3. KLJ Report
 - i. Contract with KLJ expired last week on Monday, December 8, 2025. City has not gone out for RFP yet. Several firms have expressed interest.

New Business:

Old Business:

Other Items:

4. Jodi mentioned the crosswalk by the middle school where the fire hydrant was replaced is a mess. It is filling with water and creating huge puddles.
5. January meeting falls on a holiday. Shawn moved to cancel the January meeting. Richard seconded. Motion carried 6-0.
6. February meeting also falls on a holiday. Irv moved to move the February meeting to the 2nd Monday, which is February 9. Jessica seconded. Motion carried 6-0.

Announcements

Next Meeting will be Monday, February 9, 2026, at 6:00 pm in Council Chambers.

Meeting adjourned at 6:16pm.

Emergency Overtime Callout List
1-1-25
TO
7-1-25
Maintenance Shop 406-628-4773
City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime /NA = Not Available /Y = Responding /B=Phone Busy															
Employee Name	Telephone	10-6														
Kevin Budge		na1														
jay hatton		na2														
keith guy		9														
wade spalinger		na3														
Brandon Gonzales		y10														
aaron fox		6														
joel barnhardt		4														
Bridger Fornier		7														
krista gauslow		5														
anthony woodard		8														
shane nauman		11														
ron yost		12														
Distribution		11-21	12-5					9-24	9-24	9-26	10-2	10-12	10-13	10-25	11-8	11-16
Justin Baker				na1	NA1			NA2	NA1	NA1	y3	2	1	2	1	1
Kevin Hoffman				2	NA2			Y3	Y3	2	1	y3	2	1	Y3	y3
Daniel Nauman				y3	Y3			NA1	Y2	Y3	2	1	y3	3	2	2

Elm Lift Station 628-7773 Village Lift Station 628-5918 Dial 9 after tone to acknowledge alarm

Wastewater Treatment Plant-628-6474
Autodialer- 628-4866

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding													
Employee	Telephone	7-20	7-28	9-10	9-24									
Thomas Henry		y4	3	2	Y4									
Cindy Caswell		1	Y4	3	2									
Corey Nicholson		2	1	Y4	3									
Norman Stamper		3	2	1	NA1									

Water Treatment Plant 628-4410

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding													
Employee	Telephone													
HP Nuernberger														
Dylan Ceaser														
Josh Sawyer														
Sam Waggoner														
Joe Waggoner														
TJ Worbel														
Daniel Waggoner														

Matt Wheeler	Cell# 208-1885	8	One Call Locate - 1-800-424-5555 (City Job # 25663)
Kurt Markegard	Cell# 860-5785	Hm 208-2356	SCHESSLER 628-4221 HESTON 281-0811
Mayor 406 633 3809			Dwight Ace Electric 406 697 2037
			Travis Ace Electric 406 850 0612
MDU 1-800-638-3278 / MDT 252-4138			Pace Construction 252-5559 (sewer backups)
			Sanitary System Overflows call DEQ within 24 hours at 406-444-3080

Call Out - Date and Incident Location

11-8 H2O SHUTOFF	7-20 alarms sewer plant	9-24 SEWER BACKUP
11-16 H2O shutoff	7-25 h2o shutoff	9-24 UNLOCK SEWER PLANT
11-21 h2o shutoff 1014 west maryland	7-28 STORM DAMAGE SEWER PLANT	9-26 EMERGENCY LOCATE
12-5 VILLAGE LIFT ALARMS	8-19 LEAK FIRE DEPT	10-2 village lift fail
	9-7 emergency locate	10-6 CLEAN UP CAR WRECK
	9-25 SEWER PLANT POWER OUT	10-12 h2o leak
	9-25 LIFT STATION POWER OUT	10-13 h2o shutoff
	9-24 WATER BREAK	10-25 elm lift

File Attachments for Item:

9. Laurel Urban Renewal Agency Minutes of January 12, 2026



MINUTES
CITY OF LAUREL
LAUREL RENEWAL AGENCY
MONDAY, JAN 12TH, 2026
11:00 AM
CITY BOARDROOM

A LAUREL RENEWAL AGENCY meeting was held in City Boardroom and called to order by Cami Story at 10:00 p.m. on Jan 12th, 2026

COMMITTEE MEMBERS PRESENT

x	Judy Goldsby	x	Dean Rankin
x	Cami Story	x	Daniel Klein
x	Cheryl Hill	x	Peggy Pollock

OTHERS PRESENT

x	Diane Liem	x	Gaurav Thakur
x	Forrest Sanderson		Triple Tree Brad, Doug & Bruce
x	Doug Whitney		
L	Kurt Markegard		

KEY CODE: x-present -absent L-late

General Items: Roll Call

Approval of Minutes – All minutes were approved Judy and 2nd by Dean– all in favor

New Business:

Updated By Laws: The Ordinance will go before city council 1/13/2026 for the 2nd ready and approval.

Update on the Board: Peggy Pollock was approved to the committee; Cheryl was approved for the advisory position. Cheryl has sent over a letter to request to be added back onto the committee once the ordinance has been approved and we move from 5-7members. Judy will also be sending over a letter the county commissioners to request to be the county representative.

Election of Officers: Judy made a motion to change the voting moved until after the council has had the opportunity to approve the ordinance. Dean made a 2nd and all was in favor.

Old Business:

Project 1: 95% will be provided by Triple Tree at our next meeting Jan 26th

Ditch Covering Task #5 Jan 8th there was a meeting to go over pre-construction – Doug from Triple Tree said we are looking at just over a week before construction starts.

E. Railroad Path – The city has begun to do work on the shoulder.

Lighting on SE 4th St. Task Order #6 –

- Forrest is updating the cost sheet to represent what will be the approx. costs for landowners. This letter needs to also include an invite to the Open house on Feb 4th 4-6pm at The Front Porch 109 W. 1st St Laurel Mt
- Forrest will contact Triple Tree to change Open house date and time.
- Judy made a motion, Peggy 2nd to exclude the following businesses in the lighting district. Wendy's, Nampa & Fox lumber.
- Daniel makes a motion to leave Bernhart out of the lighting district as is and Judy made a 2nd – all was in favor. We will look at adding lighting to that street and others at a later project.

Other updates:

Big Sky EDA & Beartooth RC&D –

Announcements: Next meeting will be Jan 26th, 2026

Adjourn Meeting: Cheryl made a motion to adjourn the meeting Judy 2nd at 12:00

Respectfully submitted,

Cheryl Hill

Cheryl Hill - LURA Secretary

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:

10. Emergency Services Committee Minutes 11.24.2025



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, NOVEMBER 24, 2025**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, November 24, 2025 by Chair Heidi Sparks

Members Present: Heidi Saprks- Chair, Jodi Mackay- Vice Chair (by phone), Irv Wilke, Jamie Swecker

Others Present: Ambulance Chief Lyndy Gurchiek, Police Chief Jarred Anglin, Fire Chief JW Hopper, Shane Lacasse- new member as of November 25, 2025 council meeting pending vote

Public Input:

General Items:

1. Approval of the Minutes from September 22, 2025, Irv made motion to approve, Jamie seconded. Motion carried 4-0
2. Approval of the Minutes from October 27, 2025, Irv made motion to approve, Jamie seconded. Motion carried 4-0
3. Update from Emergency Departments
 - . FD Chief Hopper – report attached
 - . Live Fire structure training took place over the weekend
 - . One of the individuals in rookie school was in the last school, but was deployed midway through, so back and continuing
 - . Purchasing extrication gear now, but this is a reimbursement over the next 3 years at \$10,000 per year. There will be a budget amendment coming before council
 - . Meeting room at the FAP is now set up as an Emergency Operations Center. This can even accommodate dispatch if something happens to the dispatch center
 - . Change will be taking place as we move from Emergency Reporting to Emergency Networking
 - . Police Chief Jarred Anglin- report attached
 - . Calls are down for the reporting period but up overall over last year
 - . 3 drive by shootings last week, these are being investigated
 - . Jody asked about the location of these and if they were same neighborhood
 - . Chief Anglin stated these were not in the same neighborhood. Have also reached out to residents in the neighborhoods for any video footage
 - . Manhunt took place up on Valley Dr with the help of several other agencies

- . Officer Schaff will be graduating from the academy tomorrow. Will come back and complete FTO
- . Looking into in-car camera systems
- . Amb Chief Gurchiek – report attached
 - . 7 missed calls during the month, all 7 times had been on another call
 - . Newest EMT volunteer has applied for the full time opening available
 - . Fundraising efforts have been going very well
 - . Currently have a raffle for an autographed guitar that was donated by Music Villa and autographed by Tim Montana

New Business:

Old Business:

Other Items:

Announcements:

4. Next meeting will be Monday, December 22, 2025 at 6:00pm in Council Chambers

Meeting adjourned at 6:30 p.m.



LAUREL FIRE DEPARTMENT

215 West 1st Street • Laurel, Mt • 59044 • Office 406.628.4911 • Fax 406.628.2185

Emergency Services Meeting 10/27/2025 – 11/24/2025

Calls-

- Responded to 26 **Total** Calls for 10/27/2025 – 11/24/2025.
- Total Hours on Calls-
 - Firefighters – **305**
 - Officers – **187**
 - Combined Hours – **492**
 - Training Hours – **4385 HRS YTD**

Training-

- Fire Science
- E25 Training
- Apparatus Maintenance
- Structure Fire (live burn)

Rookie School Training-

- Engine 25 Training
 - Driving
 - Pump Operations
- Structure Fires
- Structure Fire (Live Burn)
- Water Shuttle Operations

Department News-

- Current Numbers
 - 32 Members
 - 4 firefighters in rookie school.
- DNRC Staffing
 - Training will start in January.
- Misc.-
 - CHS Donation
 - Federal Fire Agency
 - Water Tender Mutual Aid Groups
 - Dry Hydrant Specifications
 - Yellowstone County Fire Council
 - Fire Shelters
 - Emergency Operations Center
 - Emergency Networking vs Emergency Reporting
 - National Fire Incident Reporting System (NFIRS)
 - National Emergency Response Information System (NERIS)
 - Thank you to all firefighters for their continued dedication and thank you to city staff for their continued support.



Laurel Police Department

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

Emergency Services Report November 24, 2025

Reporting Period Summary:

During this reporting period, the FAP received a total of 696 calls for service.

For comparison, during the same period in 2024, there were 745 calls for service, representing a decrease of 49 calls year over year.

During the reporting period, a total of 88 crimes were reported. Of these cases, 34 resulted in charges being filed, 17 cases resulted in no charges, 5 warrant requests were submitted, and 8 arrests were made. The remaining cases are still under investigation.

Year-to-Date Summary:

As of November 24, 2025, emergency services have responded to 8,963 calls for service. Year-to-date last year there were 8,789 calls for service.

Notable Incidents:

There were three reported drive-by shootings last week. Laurel Police Department officers and the department's detective are actively investigating all of these incidents. These investigations are ongoing.

Additionally, officers were involved in a vehicle pursuit this past Friday. During the incident, one officer struck a deer, resulting in significant damage to the patrol vehicle. The officer was not injured; however, this has placed the department down one patrol vehicle, and there are currently no spare units available.

Staffing Update:

Officer Schaff graduates from the Montana Law Enforcement Academy tomorrow, and Chief Anglin will be traveling to attend his graduation. We look forward to welcoming him back to Laurel, where he will complete the remainder of his Field Training Program. He is expected to be released to solo patrol in mid-December.

Equipment Update:

The department recently received its new Axon Body Cameras, and they have now been fully implemented into patrol operations. These cameras provide enhanced video quality and improved functionality, supporting both officer safety and transparency.

Chief Anglin has also reached out to Axon regarding in-car camera systems and has received two initial quotes as part of the early exploration process: The pricing below reflects outfitting six patrol vehicles.

- 5-year option: Total cost \$70,736.40, with an annual payment of \$14,067.28
- 10-year option: Total cost \$125,107.20, with an annual payment of \$12,470.22

With the calls we're seeing and the types of incidents we're responding to, adding in-car cameras would go a long way in reducing liability for both the officers and the City. They provide clear video during traffic stops, pursuits, and citizen complaints, which helps protect everyone involved. I plan to push for these moving forward as we continue to improve our equipment and accountability.

School Resource / Community Engagement Update:

Officer Johnson has begun utilizing his golden retriever, Cooper, as a comfort dog at the high school. This is the initial phase of the program, and Officer Johnson has started bringing Cooper into the school to support students and staff. He has been working with the City Civil Attorney to ensure all program requirements and liability considerations are addressed. In addition, he has consulted with the Billings Police Department SROs, who have implemented a comfort dog program within the Billings schools, to gather insight and best practices as we move forward.

We will continue working hard to address the needs of the community and support our officers with the training and equipment necessary to do their jobs safely and effectively.

Respectfully,
Chief Anglin



Laurel Police Department

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

Total Calls City Council

Printed on November 24, 2025

[CFS Date/Time] is between '2025-10-27 12:00' and '2025-11-24 11:59' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	1	1
: Abandoned Vehicle	31	31
: Agency Assist	53	53
: Alarm - Burglary	22	22
: Alarm - Fire	0	0
AMB : Ambulance	95	95
: Animal Complaint	5	5
: Area Check	4	4
: Assault	0	0
: Bad Checks	0	0
: Barking Dog	1	1
: Bomb Threat	0	0
: Burglary	1	1
: Child Abuse/Neglect	2	2
: Civil Complaint	8	8
: Code Enforcement Violation	2	2
: Community Integrated Health	1	1

Code : Description	Totals	
: Counterfeiting	1	1
: Criminal Mischief	9	9
: Criminal Trespass	10	10
: Cruelty to Animals	0	0
: Curfew Violation	6	6
: Discharge Firearm	4	4
: Disorderly Conduct	5	5
: Dog at Large	17	17
: Dog Bite	5	5
DUI : DUI Driver	6	6
: Duplicate Call	3	3
: Escape	0	0
: Family Disturbance	18	18
: Fight	2	2
FIRE : Fire or Smoke	17	17
: Fireworks	0	0
: Forgery	0	0
: Found Property	5	5
: Fraud	6	6
: Harassment	3	3
: Hit & Run	2	2

Code : Description	Totals	
: ICAC	1	1
: Identity Theft	2	2
: Indecent Exposure	0	0
: Insecure Premises	4	4
: Intoxicated Pedestrian	2	2
: Kidnapping	0	0
: Littering	0	0
: Loitering	1	1
: Lost or Stray Animal	13	13
: Lost Property	5	5
: Mental Health	7	7
: Missing Person	5	5
: Noise Complaint	1	1
: Open Container	0	0
: Order of Protection Violation	2	2
: Parking Complaint	8	8
: Possession of Alcohol	0	0
: Possession of Drugs	0	0
: Possession of Tobacco	2	2
: Privacy in Communications	0	0
: Prowler	0	0

Code : Description	Totals	
: Public Assist	44	44
: Public Safety Complaint	7	7
: Public Works Call	5	5
: Report Not Needed	3	3
: Robbery	0	0
: Runaway Juvenile	5	5
: Sexual Assault	5	5
: Suicide	0	0
: Suicide - Attempt	3	3
: Suicide - Threat	4	4
: Suspicious Activity	47	47
: Suspicious Person	12	12
: Theft	26	26
: Threats	6	6
: Tow Call	2	2
: Traffic Accident	15	15
: Traffic Hazard	4	4
: Traffic Incident	9	9
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	63	63

Code : Description	Totals	
: Unattended Death	1	1
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	2	2
: Warrant	6	6
: Welfare Check	15	15
Totals	682	682

Laurel Emergency Services Report created 11/24/25:

2022

1228 requests for service
135 times LEMS was unavailable
34 times AMR was unavailable
318 responses in Ward 5=26% of calls outside of the city of Laurel

2023

1238 requests for service
177 times LEMS was unavailable
48 times AMR was unavailable
351 responses in Ward 5=29% of calls outside of the city of Laurel

2024

1300 requests for service
171 times LEMS was unavailable
23 times AMR was unavailable
351 responses in Ward 5=27% of calls outside of the city of Laurel

88

Recent Month Summary:
September 2025:

Requests	150
Missed Calls	7 = 5%
Shortest Delay	18 minutes
Longest Delay	37 minutes
Average Delay	27 minutes
Fire Driver Available	4 times
City Driver Available	1 time
QRU Response With 1 Provider	0 times **
On A Previous Call	7 times
2 Units On A Call	8 times
No Crew / Provider Available	0 times
AMR Transported or Responded	6 times *
Red Lodge Transported	0 times
HELP Flight Transported	0 times
HELP Amb Transported or Responded	1 time
Columbus Transported or Responded	0 times
Joliet Transported	0 times
Park City Transported	1 time
PD Assisted Pt or Transported	0 times
FD Assisted Pt no transport	0 times
POV Transport	0 times
Refusal or no transport	0 times
YCSO Transported	0 times
MHP Transported	0 times



**0 times the QRU responded to begin patient care. 0 times the QRU responded and the patient refused / no transport to hospital or no patient found.

32 responses in Ward 5 = 21% of calls outside of the city of Laurel

1 LEMS response for mutual aid. None of these responses resulted in LEMS not being available for another call.

2025 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Requests	124	123	99	124	115	134	130	127	112	150			1104
Missed Calls	1	7	5	4	1	4	1	6	2	7			38
Shortest Delay (minutes)	38	12	18	26	27	18	24	4	38	18			4
Longest Delay (minutes)	38	40	38	38	27	26	24	53	39	37			53
Average Delay (minutes)	38	29	27	33	27	22	24	28	39	27			30
Fire Driver Available	2	6	1	1	7	3	2	2	1	4			29
City Driver Available	1	0	0	0	0	0	0	1	2	1			5
ORU Response w 1 Provider	2	0	1	0	0	2	0	0	1	0			6
On A Previous Call	1	7	5	4	1	4	1	6	2	7			38
2 Units On A Call	8	6	5	7	6	7	4	10	8	8			69
No Crew / Provider Available	0	0	0	0	0	0	0	0	0	0			0
AMR Transported or Responded	0	2	3	3	1	3	1	3	1	6			23
Columbus Transported or Responded	0	1	0	0	0	0	0	0	0	0			1
Joliet Transported	1	1	0	0	0	0	0	0	0	0			2
Park City Transported	0	0	0	0	0	0	0	0	0	0			1
Red Lodge Transported	0	0	0	0	0	0	0	0	0	0			0
HELP Flight Transported	0	0	0	0	0	0	0	0	0	0			0
HELP Amb Transported or Responded	0	1	1	1	0	0	0	1	1	0			5
POV Transport	0	0	0	0	0	1	0	1	0	0			2
PD Assisted Pt or transported	0	1	0	0	0	0	0	0	0	0			1
FD Assisted Pt no transport	0	0	0	0	0	0	0	0	0	0			0
YCSO Transported	0	0	0	0	0	0	0	0	0	0			0
MHP Transported	0	0	0	0	0	0	0	0	0	0			0
QRU/AMR, Refusal or No Patient	0	1	1	0	0	0	0	1	0	0			3
Responses in Ward 5	28	36	29	33	33	39	35	30	36	32			331
EEMS response for mutual aid	1	3	1	0	2	1	3	0	0	1			12

Other Reporting Information

*correction made after report given

-Staffing – our new volunteer EMT applied and was hired for the full time opening. We have one volunteer paramedic that was approved by council and will be starting training in the next week or so.

-We are working on the fundraising for the ambulance. We have a raffle that the Laurel MT Community Foundation is helping us with. Music Villa donated a guitar, and Tim Montana autographed it, only 250 tickets available. Going well so far. The Jersey Mikkes fund raiser seemed to go really well, our staff handed out all the tickets we were given to the community businesses. We are looking at another possible raffle when the guitar is done – will keep you posted.

-The City Council approved to move forward with the purchase of the ambulance – we are working on getting it set now and won't make public until it is completed and street ready.

File Attachments for Item:

11. Appointment of Joe Holzwarth to the Tree/Park Board for the remainder of a four-year term ending December 31, 2028.

JOE HOLZWARTH

921 4th Ave
Laurel, MT 59044
(406) 281-4406
joe.holzwarth@gmail.com

December 27th, 2025

To Whom It May Concern:

I am writing to express my interest in serving on the City of Laurel Parks and Tree Board. As a Laurel resident for the past 15 years, I am looking to contribute more actively to the community that my family and I call reside in. My significant other has been a Laurel resident for most of her life, and we are both looking for opportunities to give back to our community.

I hold a master's degree in Geographical Information Systems (GIS) and a bachelor's degree in Environmental Science, both of which I believe would bring value to the work of the Parks and Tree Board. Professionally, I serve as a Regional Area Manager with the Montana Department of Natural Resources and Conservation, within the Forestry and Trust Lands Management Division. In this role, I oversee nine statewide programs, including Real Estate Management, Forestry, Agriculture and Grazing, and Fire Protection.

My experience has given me a strong background in project management, regulatory compliance, and interagency coordination. I regularly manage complex projects across multiple disciplines and ensure compliance with federal, state, and local laws. These responsibilities have deepened my understanding of resource management—knowledge I would like to apply to assisting Laurel's community.

I have the experience and knowledge to implement sustainable practices and use technology-driven solutions to improve and enhance assets and resource management. I approach every challenge with curiosity and commitment, and I would like the chance to apply those strengths in support of the city's parks and tree boards

Thank you for your time and consideration. If you have questions or would like to discuss my participation on this board, or potentially other boards within the City of Laurel, please feel free to reach out to my at the contact information provided above. I look forward to working with you.

Sincerely,



Joe Holzwarth

File Attachments for Item:

12. Resolution No. R26-02: A Resolution Of The City Council Authorizing The Removal Of City Council Member Heidi Sparks From All City Accounts, Adding City Council President Thomas J. Canape, And Adding Chief Administrative Officer Kurt Markegard To All Such Accounts.

RESOLUTION NO. R26-02

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE REMOVAL OF CITY COUNCIL MEMBER HEIDI SPARKS FROM ALL CITY ACCOUNTS, ADDING CITY COUNCIL PRESIDENT THOMAS J. CANAPE, AND ADDING CHIEF ADMINISTRATIVE OFFICER KURT MARKEGARD TO ALL SUCH ACCOUNTS.

WHEREAS, City Council Member Heidi Sparks was formerly Council President; and

WHEREAS, City Council Member Heidi Sparks is no longer Council President; and

WHEREAS, Thomas J. Canape is now City Council President for the City of Laurel;
and

WHEREAS, Kurt Markegard is now Chief Administrative Officer for the City of
Laurel; and

WHEREAS, the change in City Council President and the addition of Chief
Administrative Officer necessitate that Former Council President Heidi Sparks be removed
from all City accounts, while adding City Council President Thomas J. Canape and Chief
Administrative Officer Kurt Markegard to all City accounts, effective upon passage of this
Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel,
Montana that the Mayor is hereby authorized to remove Former Council President Heidi Sparks
from all City accounts, and add City Council President Thomas J. Canape, and add Chief
Administrative Officer Kurt Markegard to all City accounts.

Introduced at a regular meeting of the City Council on the 27th day of January, 2026 by
Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel the 27th day of
January, 2026.

APPROVED by the Mayor the 27th day of January, 2026.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

13. Resolution No. R26-03: A Resolution Of The City Council Of The City Of Laurel, Montana Approving Agreement Between Peaks Planning And Consulting, LLC And The City Of Laurel Related To On-Call Planning Services.

RESOLUTION NO. R26-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL, MONTANA APPROVING AGREEMENT BETWEEN PEAKS PLANNING AND CONSULTING, LLC AND THE CITY OF LAUREL RELATED TO ON-CALL PLANNING SERVICES.

WHEREAS, the City is in need of On-Call Planning Services to assist in performing Planning duties for the City of Laurel;

WHEREAS, Peaks Planning and Consulting LLC (hereinafter "Consultant") has proposed a short-term Planning Agreement between the City of Laurel and Consultant from January 28, 2026 to April 30, 2026 (hereinafter "Effective Dates"); and

WHEREAS, the conditions and terms of the Consulting Services are described more fully in the attached Consulting Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City approves the Consulting Agreement by and between the City of Laurel ("Owner") and Peaks Planning and Consulting LLC ("Consultant").

Introduced at a regular meeting of the City Council on the 27th day of January, 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 27th day of January, 2026.

APPROVED by the Mayor the 27th day of January, 2026.

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 January 28, 2026, to April 30, 2026, ("Effective Dates") between the City of Laurel ("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: On-Call Planning Services ("Project").

Consultant's services under this Agreement are generally identified as follows: On-Call Planning Services ("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. Compensation for all labor, equipment, sub-consultants, and expenses shall not exceed Thirty-five thousand (\$35,000.00) dollars.

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 100% 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

By: _____
Print name: Dave Waggoner
Title: Mayor
Date Signed: _____

Consultant: Peaks Planning and Consulting, LLC

By: _____
Print name: Forrest Sanderson
Title: President
Date Signed: _____

Address for Owner's receipt of notices:

City of Laurel
Attn: Dave Waggoner
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 [January 28, 2026].

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. Subdivision Review.
 2. Site Plan Review.
 3. Conditional or Special Review Permits.
 4. Variance Requests.
 5. Zoning Reviews.
 6. Floodplain Review.
 7. Other Planning Related Items as deemed appropriate by the Governing Body.
 8. Prepare Staff Reports and Recommendations to the Planning Board, Zoning Commission, 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 as indicated in Exhibit C.
 1. Preparation of Subdivision Regulations.
 2. Preparation of Zoning Regulations.
 3. Preparation of Floodplain Regulations or Maps.
 4. Revisions or Amendments to Growth policy
 5. 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.
 6. Services required as a result of Owner's providing incomplete or incorrect Project information to Consultant.

7. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
8. Undertaking investigations and studies.
9. Furnishing services of other Consultants for other than Basic Services.
10. 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).
11. Assistance to Owner in training Owner's staff.
12. Assistance to Owner in developing systems and procedures for (a) applications for conformance permits, conditional uses, variances and planned unit developments, and (b) related recordkeeping.
13. 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.
14. Overtime work requiring higher than regular rates.
15. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Owner.
16. 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. Services in connection with reviews associated with Administration of Subdivision Regulations, Zoning Regulations, and Floodplain Regulations adopted by Owner.

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, 2025.

Principal Planner/Owner _____ \$175.00

Project Assistant _____ \$75.00

Sub-Consultant _____ Actual Cost Plus 15%

File Attachments for Item:

14. Resolution No. R26-04: A Resolution Of The City Council Of The City Of Laurel, Montana Approving Agreement Between KLJ Engineering LLC And The City Of Laurel Related To On-Call Services For Subdivision And Engineering Review Involving Public Works.

RESOLUTION NO. R26-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL, MONTANA APPROVING AGREEMENT BETWEEN KLJ ENGINEERING LLC AND THE CITY OF LAUREL RELATED TO ON-CALL SERVICES FOR SUBDIVISION AND ENGINEERING REVIEW INVOLVING PUBLIC WORKS.

WHEREAS, the City is in need of On-Call Engineering Services to assist in performing Engineering duties related to services for subdivision and engineering review involving public works for the City of Laurel;

WHEREAS, KLJ Engineering LLC (hereinafter "Consultant") has proposed an Agreement;

WHEREAS, the conditions and terms of the Consulting Services are described more fully in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City approves the Agreement by and between the City of Laurel ("Owner") and KLJ Engineering LLC ("Consultant").

Introduced at a regular meeting of the City Council on the 27th day of January, 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 27th day of January, 2026.

APPROVED by the Mayor the 27th day of January, 2026.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

KLJ Project #:2604-10067

THIS IS AN AGREEMENT effective as of January 28, 2026 between City of Laurel ("Owner") and KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Subdivision and Engineering Review for Public Works On-Call Requests ("Project").

Engineer's services under this Agreement are generally identified as follows: On-Call services as requested by Owner and tasks defined through written communication.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. As requested by Owner.
- B. Engineer shall complete its Services within the following specific time period: Engineer shall complete its Services by April 30, 2026.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer 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 Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer 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 Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment*: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer 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 Engineer 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—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is estimated to be \$10,000.00.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

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 Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer'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. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - 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 Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer 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 Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) 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 Engineer 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 Engineer 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 Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Subject to the foregoing Standard of Care, Engineer 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. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer 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. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer 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 Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer 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 Engineer, 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 Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer 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.
- H. To the fullest extent permitted by law, Owner and Engineer (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 Engineer's total liability to Owner under this Agreement shall be limited to \$10,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. 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.
- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer 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.
- K. Owner and Engineer 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.
- L. This Agreement is to be governed by the law of the state in which the Project is located.
- M. Engineer'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.
- N. Engineer 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 Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, 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.
- B. *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.

8.01 *Attachments:*

- A. Appendix 1, Engineer's Standard Hourly Rates.

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

Owner:

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer: KLJ Engineering LLC

By: 
Print name: Mark Anderson
Title: Senior Vice President, PWT
Date Signed: January 20, 2026

Firm's Certificate No. (if required):

NA
State of: Montana

Address for Owner's receipt of notices:

Matt Wheeler, Public Works Director
City of Laurel
PO Box 10
Laurel, MT 59044

Address for Engineer's receipt of notices:

KLJ Engineering LLC
400 East Broadway Ave., Ste. 600
Bismarck, ND 58501
Legal Notices to: legal@kljeng.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [].

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

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2026 KLJ Rate Sheet

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist I	\$88	CAD Technician I	\$107
Archaeologist II	\$120	CAD Technician II	\$112
Archaeologist III	\$160	CAD Technician III	\$133
Archaeologist IV	\$211	CAD Technician IV	\$172
Archaeologist V	\$224	GIS Specialist I	\$118
Paleontologist	\$160	GIS Specialist II	\$133
Environmental Specialist I	\$119	GIS Specialist III	\$142
Environmental Specialist II	\$139	GIS Specialist IV	\$173
Environmental Specialist III	\$176	Intern	\$92
Environmental Specialist IV	\$197	Associate Planner	\$121
Environmental Specialist V	\$225	Planner	\$190
Environmental Specialist VI	\$264	Senior Planner	\$249
Government Relations Specialist I	\$111	Sr Public Engagement Strategist	\$167
Government Relations Specialist II	\$152	ROW Associate	\$131
Government Relations Specialist III	\$172	ROW Agent	\$180
Graphic Design Specialist	\$146	Project Controls Specialist I	\$111
Engineering Technician I	\$106	Project Controls Specialist II	\$167
Engineering Technician II	\$121	Survey Technician	\$98
Engineering Technician III	\$154	Crew Chief	\$116
Engineering Technician IV	\$168	Senior Crew Chief	\$163
Engineering Technician V	\$191	Professional Land Surveyor	\$190
Designer Technician	\$129	Principal Land Surveyor	\$230
Associate Designer	\$140	1 Person Survey Crew	\$193
Designer	\$164	2 Person Survey Crew	\$255
Senior Designer	\$211	Project Manager	\$227
Engineer in Training I	\$129	Senior Project Manager	\$290
Engineer in Training II	\$139		
Associate Engineer	\$162		
Engineer	\$198		
Senior Engineer	\$249		
Project Assistant I	\$97		
Project Assistant II	\$110		
Project Assistant III	\$148		
Time and Half for Overtime		Included in Hourly Rate	

Reimbursable Expenses (if applicable)	
ATV, UTV, Snowmobile	Included in Hourly Rate
Survey Equipment	Included in Hourly Rate
CAD and GIS Work Station	Included in Hourly Rate
Postage and Routing Printing Cost	Included in Hourly Rate
Mileage	Included in Hourly Rate
Special Equipment/Software	Per Project Basis
Subsistence (Per Diem) - Lodging	Actual Cost
Subsistence (Per Diem) - Meals	\$45 / Day per Person
Misc. Project Related Expenses	Cost plus 15%
Sub-Contracts	Cost plus 15%

**Rates to be renegotiated after January 1st of each calendar year.

20251203_2026Municipal_Rate_Sheet



Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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