



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 16, 2022
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

1. Motion to allow Council Member Klose to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)
2. Appointment of Casey Wheeler to the Board of Health for the remainder of a three-year term ending December 31, 2024.
3. Appointment of Jodi MacKay to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2025.

Executive Review

4. Resolution - Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Local Union Local 303, American Federation Of State, County, And Municipal Employees, AFSCME
5. Resolution - Resolution Approving The Encroachment Permit By And Between The Billings Bench Water Association And The City Of Laurel
6. Resolution - Resolution Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70
7. Ordinance - An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana

Council Issues

8. Police Commission Oversight Committee Discussion
9. Budget Update

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

DATES TO REMEMBER

File Attachments for Item:

2. Appointment of Casey Wheeler to the Board of Health for the remainder of a three-year term ending December 31, 2024.

Brittney Moorman

From: Ward 3B
Sent: Tuesday, August 9, 2022 6:26 PM
To: Brittney Moorman
Subject: Board of Health

Hi Brittney I would be very interested in being considered for the Board of Health for the county. I have worked as a registered nurse for the last five years, working in orthopedic and neurosurgery, allergy asthma and immunology, and currently as a post operative nurse at an ambulatory surgery center. I think I could provide valuable insights to the board, and would be grateful for any consideration.

Yours Truly,

Casey Wheeler

File Attachments for Item:

3. Appointment of Jodi MacKay to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2025.

August 2, 2022

To Whom It May Concern:

Hello. I am a small business owner and a long-time Laurel resident. I am interested in serving on the Laurel Urban Renewal Agency board.

As a small business owner, in downtown Laurel, I am eager to see to see our community improve and succeed. As a Laurel resident and parent of an elementary age child, I desire to be a part of the agencies and organizations that can affect change and shepherd our community toward responsible and beneficial growth.

I appreciate your consideration for this position. Please do not hesitate to contact me with questions or for further information.

Sincerely,

A handwritten signature in cursive script that reads "Jodi Mackay".

Jodi Mackay

Owner, Molly & Friends

317 East Main Street

Laurel, MT 59044

MollyandFriends406@gmail.com

(406) 633-4488 – business

(406) 670-4481 - cell

File Attachments for Item:

4. Resolution - Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Local Union Local 303, American Federation Of State, County, And Municipal Employees, AFSCME

RESOLUTION NO. R22-_____

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND LOCAL UNION LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFSCME

WHEREAS, the City of Laurel and Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have an existing Collective Bargaining Agreement (hereinafter “CBA”) in place which provides for set wages and positions for Laurel Police Department Officers;

WHEREAS, the City and the Union previously negotiated the expansion of an existing position known as the Animal Control/Parking/Code Enforcement Officer Position into the CBA;

WHEREAS, the City and the Union wish to further expand this position to include additional Code Enforcement rights and responsibilities, to assist the Planning Department in enforcement of Laurel Municipal Code violations;

WHEREAS, the City and the Union selected a qualified applicant for the position who is currently a member of the Police Department and the Union, who is a long-term City employee, and who is already conducting Code Enforcement job duties;

WHEREAS, the selected employee has worked for the City, successfully, for over twenty years and he is qualified for the expanded job duties in Code Enforcement;

WHEREAS, the expanded job duties necessitate increased compensation to reflect the overall and increased job duties of the Animal Control/Parking/Code Enforcement Officer Position;

WHEREAS, the City and the Union have negotiated a Memorandum of Understanding (hereinafter “MOU”) between the City and the Union to address the expanded job duties and compensation for the Animal Control/Parking/Code Enforcement Officer Position; and

WHEREAS, the City and the Union specifically agree that the MOU is intended to apply to this employee and this unique situation only and does not constitute an amendment of any kind to the CBA or a past or current practice on either the City or the Union’s behalf.

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

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

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

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF UNDERSTANDING

The City of Laurel (hereinafter “the City”) and Local Union Local 303, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) enter into a Memorandum of Understanding (hereinafter “MOU”) for the limited purpose of expanding the job description of an existing Laurel Police Department Officer, to include increased Code Enforcement duties, as well as increase the wages offered for this position.

WHEREAS, the Parties, specifically the City and the Union, have negotiated an existing contract (hereinafter “the CBA”) that provides for set wages and positions for Laurel Police Department Officers; and

WHEREAS, the Parties previously negotiated the expansion of an existing position known as the Animal Control/Parking/Code Enforcement Officer Position into the CBA; and

WHEREAS, the Parties wish to further expand this position to include additional Code Enforcement rights and responsibilities, to assist the Planning Department in enforcement of Laurel Municipal Code violations; and

WHEREAS, the City selected a qualified applicant for the position who is currently a member of the Police Department and the Union, who is a long-term City employee, and who is already conducting Code Enforcement job duties; and

WHEREAS, the selected employee has worked for the City, successfully, for over twenty years and he is qualified for the expanded job duties in Code Enforcement; and

WHEREAS, the expanded job duties necessitate increased compensation to reflect the overall and increased job duties of the Animal Control/Parking/Code Enforcement Officer Position; and

WHEREAS, both Parties have considered the issue and have determined it is in both of their best interests to enter into this MOU for the purpose of memorializing a one-time waiver of any potentially-conflicting provisions of the CBA as provided herein.

BASED on the recitals, the City and the Union agree as follows:

1. The Parties intend this MOU as a one-time agreement and have no intention to permanently amend or modify the existing MOU.

2. The Parties agree that for the employee hired as the Animal Control/Parking/Code Enforcement Officer Position, Section 5 of Addendum B of the CBA, as well as any potentially-conflicting additional sections of the CBA, are hereby waived, and the expanded job duties reflected in the attached Job Description (Exhibit A) will apply. The employee will be paid \$19.00 per hour for his expanded job duties as Animal Control/Parking/Code Enforcement Officer.

3. The Parties acknowledge and agree that the waiver provided herein constitutes a one-time agreement and shall have no further force and effect on any other part of provision of the existing CBA and shall not constitute an intended or enforceable past practice on either Party's behalf.

4. The Parties agree that they are not altering, changing or modifying the existing CBA in any manner, and that all provisions of the CBA shall remain in full force and effect notwithstanding the existence of this MOU.

Dated this _____ day of August, 2022.

City Mayor, Dave Waggoner

Dated this _____ day of August, 2022.

Union President

File Attachments for Item:

5. Resolution - Resolution Approving The Encroachment Permit By And Between The Billings Bench Water Association And The City Of Laurel

RESOLUTION NO. R22-_____

RESOLUTION APPROVING THE ENCROACHMENT PERMIT BY AND BETWEEN THE BILLINGS BENCH WATER ASSOCIATION AND THE CITY OF LAUREL

WHEREAS, the Billings Bench Water Association owns and operates the BBWA Main Canal, as reflected in the attached Encroachment Permit;

WHEREAS, the City of Laurel maintains a Main Water Line paralleling the BBWA Main Canal for 300 feet, located in the BBWA right-of-way, described as “a strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the land more particularly described on the Encroachment Permit; and

WHEREAS, the Billings Bench Water Association has agreed to grant the City of Laurel an Encroachment Permit to run, construct, repair, and maintain the City’s Main Water Line, subject to the terms and conditions of the Encroachment Permit.

THEREFORE, the City Council of Laurel hereby accepts and approves the Encroachment Permit by and between the Billings Bench Water Association and the City of Laurel and authorizes the City of Laurel Mayor to take all necessary steps to ensure the execution and proper recordation of the Encroachment Permit.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

ENCROACHMENT PERMIT

THE BILLINGS BENCH WATER ASSOCIATION (BBWA) hereby quit Claims to City of Laurel, 115 West 1st Street, Laurel, MT 59044 as (Permittees or Grantee), revocable permission to:

A Right-of-Way Permit granted for permission to run, construct, repair and maintain the Main Water Line paralleling the BBWA Main Canal for 300 feet, in which is owned by said applicant, located in the BBWA right-of-way.

“A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described land:

Beginning at a point on the mid-section line of said Section 15 - Tnp 2N 24E - bearing South zero(0)degrees and one(1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of Section 15; thence South seventy three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths (417.6) feet, which point is four hundred (400) feet North, eighty nine(89) degrees fifty seven (57) minutes West and thirteen hundred twenty two and seven tenths (1322.7) feet South, zero(0) degrees one(1) minute East of the mid-section corner of Section 15.”

Subject to the following terms and conditions.

WHEREAS persons may not encroach upon or otherwise use or impair BBWA’s Canal, or its primary or secondary easement, without obtaining approval and an easement therefore:

1. PLANS AND SPECIFICATIONS OF ANY “ENCROACHMENT” or “DISTURBANCE” OR “PLACEMENT OF FACILITY”:

An “encroachment” or “disturbance” or “placement of facility” means the construction or the placement, and any work associated therewith, of any facility, including utility lines, pipes, pipeline, culverts, bridges, trees, buildings, etc. over, across, on, under, through or near the BBWA’S canal, laterals, embankment, or right-of-way thereof.

2. Any “encroachment”, “disturbance” or “placement of facility” by “PERMITTEE”, over, across, under, on or near BBWA’s canal, laterals, And embankment thereof, MUST BE DONE BETWEEN NOVEMBER 1, AND APRIL 1, of each year, unless a specific written exception is granted by BBWA. “PERMITTEE”, shall contact BBWA, at least twenty-four (24) hours in advance of any actual “encroachment” “disturbance”, or “placement of facility.”

On lateral crossings, BBWA requires using riprap and necessary measures to insure that the soil integrity of the canal will not give away or leak. All cuts in the laterals shall be lined with high swelling sodium type bentonite such as is produced by Wyo-Ben Inc. or other impervious material as agreed to by BBWA.

Final details of reclamation shall include:

Soil compaction per attached exhibits, surface restoration per attached exhibits, and grass areas will be sodded. Final reclamation shall be approved by BBWA prior to and after “PERMITTEE’S” “encroachment” “disturbance” or “placement of facility”.

3. The installation of any culvert, bridge, fence, or any other “facility” will be such as to allow BBWA access to cleaning and allow safe and efficient operation, maintenance of its canals and laterals.
4. BBWA shall be entitled to use the road easement in the operation and maintenance of its canal. The “Permittee” shall have right of access and enjoyment of its easement under this agreement so long as such use and enjoyment by “Permittee” does not interfere with the normal operation and maintenance of BBWA’S canals and only so long as the encroachment otherwise complied with the bylaws of BBWA as they may exist from time to time.
5. The “Permittee”, will take necessary actions to insure that the easement does not create a nuisance or hazard to the public, or that the easement will not interfere with other utility easements.
6. The “Permittee” shall take necessary precautions to warn or prevent the public from using BBWA’S easement, in a manner which might result in harm or damage to BBWA’S canal, the “Permittee”, or the public including the construction of a safety curb along the canal, and posting “No Trespassing” signs along the canal.

7. The "Permittee" shall be responsible for the cleaning, and maintaining; of any facility it constructs or places in BBWA'S canal or laterals. "Permittee" shall be responsible for any damage associated with and "encroachment", disturbance", or "placement of facility", by "PERMITTEE". BBWA may, but has no duty to repair, replace or clean any structure of "Permittee" and assess against the "PERMITTEE" the cost thereof.
 8. The "PERMITTEE", and/or its contractors, shall provide BBWA with Proof of insurance, prior to any "encroachment", "disturbance", or placement of facility."
 9. The "PERMITTEE" shall pay to BBWA,
Five Thousand Five Hundred Sixty Dollars and NO/100 Dollars (\$5560.00).
-

(Receipt of which is hereby acknowledged for this permit and easement)

BBWA'S general costs and expenses associated with this permit include a review of "Permittee's" plans, site inspection, development and operation of this permit system, record keeping, on site inspection prior to, during and after construction, and possible inconvenience and expense related to said "encroachment", "disturbance", or "facility", during future years of operation, maintenance, and cleaning BBWA'S canals and laterals. If BBWA has to clean, repair, or maintain any "encroachment", "disturbance", or facility, of "PERMITTEE", BBWA shall do so, and send the "Permittee" a bill for such services.

10. "PERMITTEE" is liable for any consequential damages related to or caused by "Permittee's" "encroachment", "disturbance", or "facility". "Permittee" agrees to indemnify and hold harmless the BBWA from any damages arising out of "PERMITTEES" "Encroachment", "Disturbance" or "Facility". In accepting this PERMIT, The "permittee", its/his successors or assigns, agree to protect BBWA and save it harmless from all claims, actions or damage of every kind and description which may accrue, to or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said encroachment, and in case any suit and/or action is brought against BBWA and arising out of, or by reason of, any of the causes, the "PERMITTEE" its/ his successor assigns, will upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against BBWA in any such suit or action.

11. In the event BBWA shall at any time in the future change the location or elevation of its canal or lateral at the point above referred to, necessitating any change in the location of the head gate, the cost of the modifications shall be borne by the permittee.
12. Change or location of such buried line to meet the needs of the BBWA, shall be borne by the "Permittee".
13. In the event the BBWA in the enjoyment and operation of the irrigation system, damages the buried line of the "Permittee", that the "Permittee" will not claim any damage from the BBWA except in such instances as the damage is caused by the willful or gross negligence of the BBWA, its representatives, contractors, agents or servants.
14. If BBWA owns less than the entire and undivided fee simple title in said lands, then this easement applies only to the interest they have.
15. This Permit shall also be binding on any other successor or assignee of the "Permittee". THIS PERMIT SHALL RUN WITH THE LAND. Any successor in interest of "Permittee" shall immediately be bound by the terms of this agreement by any use of its benefits of the encroachment permit.
16. If "Permittee" is a contractor, agent, or other representative for another principal, city or county government, or any other person or entity, this permit shall be binding on such principal, government, and such other person or entity. This permit shall also be binding on any other successor or assignee of the "Permittee" and such entity waives all defenses of sovereign immunity, statutory, or constitutional rights of home rule.
17. In the event of a dispute over the terms and conditions of the Agreement, The BBWA shall be entitled to its reasonable attorney's fees and costs from the "Permittee", whether or not the same are incurred in connection with any lawsuit.
18. The Permittee warrants that it is authorized to enter into this agreement for and on behalf of all persons claiming an interest in this permit.
19. Each and every person using such permit shall by their use covenant and agree to be bound by the terms hereof to the same extent as the "Permittee".
20. The Permit may not be assigned without written consent of BBWA.

Dated this ____ day of ____, 20__.

BILLINGS BENCH WATER ASSOCIATION

By _____
Jim Stott, President

STATE OF MONTANA

COUNTY OF YELLOWSTONE

On this ____ day of _____, 2022, before me, the undersigned, Notary Public for the State of Montana, personally appeared **Jim Stott**, known to me to be the President of Billings Bench Water Association, whose name is subscribed to the within instrument and acknowledged to me that **he** executed the same.

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

Notary Public for the State of Montana
(Printed name) _____
Residing at _____
My commission expires _____

I AGREE TO THE TERMS AND CONDITIONS OF THIS PERMIT:

By _____

Title

STATE OF MONTANA

COUNTY OF YELLOWSTONE

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed on this instrument and acknowledged to me that ____ executed the same.

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

Notary Public for the State of Montana
(Printed name) _____
Residing at _____
My commission expires _____

BILLINGS BENCH
 WATER ASSN.
 P.O. BOX 50150
 BILLINGS, MT 59105
 406-259-6241

INVOICE

Date	Invoice #
7/15/2022	47236

Bill To
City of Laurel 115 West 1st Street Laurel, MT 59044

Due Date	Account #
8/14/2022	

Description	Rate	Amount
Right-of-Way Permit to run, construct, repair & maintain water line paralleling BBW Main Canal for 300 feet	5,500.00	5,500.00
Recording Fees	60.00	60.00
Credit Cards Accepted - 3.29% of amount processed + \$.10 transaction fee will be applied - Please call for amount. LATE FEES APPLIED AS FOLLOWS: 5% Penalty plus 50 cents adv charge and interest charges at highest rate provided for under Montana Law. Follow us on FACEBOOK @BillingsBenchWater		Total \$5,560.00

Phone #	E-mail	Web Site
406-259-6241	bbwa@bresnan.net	http://billingsbenchwater.vistaprintdigital.com

RALPH H. FIFIELD
CONSULTING ENGINEER
BILLINGS, MONTANA

May 1st, 1928

Mr. T. A. Rigney,
City Clerk,
Billings, Montana

Dear Sir:-

Due to a few changes that have taken place in the river, it is now necessary that the Billings Bench Water Association extend its canal up the river at a point in Lot 3, Section 15, Township 2 South, Range 24 E. which would necessitate crossing property owned by your city and now being used for a dumping ground. The right-of-way required is shown on the attached blue print and the description is herein below given.

It is the understanding of the writer that you require ground for dumping purposes and it is understood that a bridge will have to be constructed across the canal to serve your purposes. After the canal is constructed you will be able to drive along on top of the bank and dump over and on the outside of the same, if you so desire.

It is also necessary that the Association take care of outlet to the City's sewer and it proposes to continue the pipe line across the canal so as to empty into the slough below. It is also the writer's understanding that the aldermen of your City will meet on next Tuesday evening, at 8.00 o'clock, and if it is convenient, the Association would like to appear before the Board and submit its proposition and if possible, consent to a deal for the right-of-way desired.

The land is described as follows, to-wit:

"A tract of land containing one and five tenths (1.5) acres, more or less, lying and being in Lot 3, Section 15, Township Two (2) South of Range 24 E.M.P.M. and more particularly described as follows:

"A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described line:

"Beginning at a point on the mid-section line of said Section 15, bearing South zero (0) degrees and one (1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of said Section 15; thence South seventy-three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths feet (417.6), which point is four hundred (400) feet North, eighty-nine (89) degrees (1202.7) feet south, zero (0) degrees one (1) minute East of the mid-section corner of said Section 15."

Reserving and excepting right of way for sewer outlets to Yellowstone River.

The above may be described by meets and bounds if it is so desired.

Will you please telephone the writer, at his expense, whether or not it will be convenient for the Officials of The Billings Bench Water Association to meet with your Board Tuesday evening, and if so at what time they should be ~~there?~~

Thanking you in advance, I am,

Yours very truly,

R.H. Field

FEE/RHF

THIS INDENTURE, made this 21st day of May, 1928, by and between the CITY OF LAUREL, MONTANA, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation, of Billings, Montana, the party of the second part, Witnesseth:

That, for and in consideration of the sum of One and no/100 Dollars and other valuable considerations in hand paid to the party of the first part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells and conveys to the party of the second part, its successors and assigns, a right of way and easement not to exceed 150 feet in width situate, lying and being in Lot 3, Section 15, Township Two (2) South of Range 24 East, Montana Principal Meridian, in Yellowstone County, Montana, and more particularly described as follows:

COPY

Together with the right to said second party, its successors and assigns, to construct, operate and maintain an irrigation canal or ditch on, along, through, across or over the above described lands.

In consideration of the first party granting said right of way and easement, said second party agrees to smooth down, level and widen the top of the ditch banks through said first party's lands to the satisfaction and approval of the first party's engineer so the same may be used for a road and at the east end of the south bank second party agrees to widen said ditch bank to a width of at least 40 feet so as to afford room enough for teams and trucks to turn on; second party further agrees to furnish the material and build, erect, construct, and maintain, any and all sewer outlets ^{to the river} that first party now has in use or may hereafter require from its sewer filter beds or sewer system, ^{according to plans and} the same to be built, erected, constructed or replaced, within thirty (30) days after notice from said first party that the same are required; and second party further agrees to furnish all material and build, erect, ~~and~~ construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings and of sufficient strength to carry a 10,000 pound load.

It is further agreed by the parties hereto that all lands out side of the ditch banks not used or occupied by the canal or ditch and its banks when said canal or ditch is completed shall be used by the first party as dumping grounds and first party shall have the right to dump from the banks of second party's canal or ditch.

The covenants of this agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,

By
Its Mayor

Attest:
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,

By
Its President.

Attest:
Its Secretary.

Specifications provided by first party

THIS INDENTURE, made this 15th day of May, 1928, by and between the CITY OF LAUREL, MONTANA, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation, of Billings, Montana, the party of the second part, witnesseth:

That, for and in consideration of the sum of One and no/100 Dollars and other valuable considerations in hand paid to the party of the first part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells and conveys to the party of the second part, its successors and assigns, a right of way and easement not to exceed 150 feet in width situate, lying and being in Lot 3, Section 15, Township two (2) South of Range 24 East, Montana Principal Meridian, in Yellowstone County, Montana, and more particularly described as follows:

"A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described line:

"Beginning at a point on the mid-section line of said Section 15, bearing South zero (0) degrees and one (1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of said Section 15; thence South seventy-three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths feet (417.6), which point is four hundred (400) feet North, eighty-nine (89) degrees fifty-seven (57) minutes West and thirteen hundred twenty-two and seven tenths (1322.7) feet south, zero (0) degrees one (1) minute East of the mid-section corner of said Section 15." Reserving and excepting right of way for sewer outlets to Yellowstone River.

Together with the right to said second party, its successors and assigns, to construct, operate and maintain an irrigation canal or ditch on, along, through, across or over the above described lands.

In consideration of the first party granting said right of way and easement, said second party agrees to smoothe down, level and widen the top of the ditch banks through said first party's lands to the satisfaction and approval of the first party's engineer so the same may be used for a road and at the east end of the south bank second party agrees to widen said ditch bank to a width of at least 40 feet so as to afford room enough for teams and trucks to turn on; second party further agrees to furnish the material and build, erect, construct, replace and maintain, any and all sewer outlets to the river that first party now has in use or may hereafter require from its sewer filter beds or sewer system, the same to be built, erected, constructed or replaced according to plans and specifications provided by first party within thirty (30) days after notice from said first party that the same are required; and second party further agrees to furnish all material and build, erect, construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings and of sufficient strength to carry a 10,000 pound load.

It is further agreed by the parties hereto that all lands out side of the ditch banks not used or occupied by the canal or ditch and its banks when said canal or ditch is completed shall be used by the first party as dumping grounds and first party shall have the right to dump from the banks of second party's canal or ditch.

The covenants of this agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,
By James Kucera
Its Mayor.

Attest: [Signature]
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,
By H. C. Drange
Its President.

Attest: [Signature]
Its Secretary.

STATE OF MONTANA,)
County of Yellowstone) ss.

On this 15th day of May, in the year nineteen hundred and twenty-eight before me [Signature] a Notary Public for the State of Montana, personally appeared James Kucera, known to me to be the Mayor of the municipal corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for the State of Montana.
Residing at Laurel
My Commission expires May 17 1930.

STATE OF MONTANA,)
County of Yellowstone.) ss.

On this 15th day of May, in the year nineteen hundred and twenty-eight before me Helen Z. Bancroft a Notary Public for the State of Montana, personally appeared H. C. Drange, known

to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Helen Z. Bancroft
Notary Public for the State of
Montana.
Residing at *Billings Mont*
My Commission expires *August 11-1930*

N 89° 57' W

N 89° 57' W

15

Lot 3

Lot 2

N.P.Ry Co.

Town of Laurel

High Ground

J.F. Jackson
235 Ac.
Low Ground or Island

150 Ac.

12.6 Ac.

Low Ground

Island

Lot 4

North Bank of River

Gravel Beach

YELLOWSTONE RIVER

SEC. 15, T.2S, R.24E, M.P.M.

February 28, 1941

Mr. Ora Kemp, Pres.,
Billings Bench Water Assoc.
Billings, Montana

Dear Sir:

I am enclosing herewith an agreement modifying the former agreement entered into on May 15, 1928, with your company.

If there are any changes to be made, kindly let me know. If it is found to be satisfactory then have your officers sign both copies and return to me so that it can be submitted to the City Council at its meeting on March 4th. The same has been approved in so far as the city is concerned.

A copy will be furnished you after it has been executed by the city officials.

Very truly yours,

Rosella Fritz
City Clerk.

BLP:RF
Enc.

THIS INDENTURE made this 5th day of February, 1941, by and between the City of Laurel, Montana, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation of Billings, Montana, the party of the second part,

WITNESSETH:

THAT, WHEREAS, on the 15th day of May, 1928, the above named parties entered into a written contract in which it was agreed among other things as follows: "Second party further agrees to furnish all material and build, erect, construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings of sufficient strength to carry a 10,000 pound load", and

WHEREAS, it is the intention of the parties hereto to modify said agreement dated May 15, 1928, by waiving the right to have said bridge constructed and maintained as provided in said contract, and

WHEREAS, said second party has made the first party a proposal to build, construct, gravel and maintain a road on the upper and northerly side of its canal from its present headgate on the north bank of the Yellowstone River in Section 15, Township 2 South, Range 24 East, N. P. M. in Yellowstone County, Montana, parallel to said canal and on its northerly bank extending from said headgate to the east line of said Section 15, in lieu of said bridge.

NOW, THEREFORE, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable considerations in hand paid by each party to the other, the receipt of which is hereby acknowledged, the said party of the second part hereby grants, bargains, sells and conveys unto the party of the first

part, its successors and assigns, an easement for a right-of-way for a road not to exceed 40 feet in width situate, lying and being in Section 15, Township 2 South, Range 24 East, N. P. M. in Yellowstone County, Montana, and more particularly described as follows: A strip of land 40 feet wide lying on the upper or northerly side of second parties main canal and parallel thereto, extending from its headgate on the north bank of the Yellowstone River in said section and running along said upper or northerly bank of said canal to a point 400 feet west of the east line of said Section 15.

Second party further agrees to smooth down, level and widen and gravel with pit run gravel, the upper side of its said ditch bank from its headgate to the east line of said Section 15 to the satisfaction and approval of the first party's engineer, so the same may be used for a road and second party agrees to widen said ditch bank to a width of at least 40 feet, so as to afford room enough for cars and trucks to turn on, said work to be completed by March 15, 1941. That first party hereby waives the construction of a bridge across second parties canal as provided in the agreement dated May 15, 1928, and hereby releases said second party from its obligation to build, erect, construct, replace and maintain said wagon bridge and approaches.

Second party hereby agrees to extend the present pipe line now carrying waste water across its said canal so that it will be exposed to the north side of the proposed road to be constructed by second party.

It is hereby expressly agreed by the parties hereto that the modification made by this agreement shall not effect any other portions of the agreement dated May 15, 1928, except the part of the contract hereinbefore expressly quoted and said

agreement otherwise shall remain in full force and effect.

The covenants of this agreement shall enure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,

BY Lucius Conrad
Its Mayor.

ATTEST:

Rosella Fritz
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,

BY Oliver Kessner
Its President.

ATTEST:

C. C. Gifford
Its Secretary.

STATE OF MONTANA,)
County of Yellowstone.) ss.

On this 10th day of March, in the year nineteen hundred and forty-one before me B. L. Price, a Notary Public for the State of Montana, personally appeared Lucius Conrad, known to me to be the Mayor of the municipal corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

B. L. Price
Notary Public for the State of Montana. Residing at Laurel. My Commission expires Oct. 25, 1941.

STATE OF MONTANA,)
) ss.
County of Yellowstone.)

On ~~this~~ 4th day of March, in the year
nineteen hundred and forty-one before me Hazel Brainard,
a Notary Public for the State of Montana, personally appeared
Ora Kemp, known to me to be the President
of the corporation that executed the within instrument, and
acknowledged to me that such corporation executed the same.

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



Hazel Brainard
Notary Public for the State of
Montana. ~~Residing at Billings~~
Montana. My Commission expires
April 16, 1942.

RESOLUTION NO. R09-101

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT A PERMANENT WATERLINE EASEMENT FROM CHS, INC.

WHEREAS, a portion of the City of Laurel's waterline is located on property owned by CHS, Inc.; and

WHEREAS, in order to complete the waterline replacement project, it is appropriate and necessary for the City to accept a permanent waterline easement from CHS, Inc; and

WHEREAS, the City Council must grant the Mayor authority to acknowledge receipt and accept the conveyance of the permanent waterline easement.

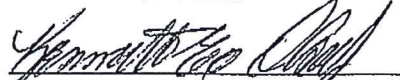
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to acknowledge receipt and accept the conveyance of the permanent waterline easement from CHS, Inc, attached hereto.

Introduced at a regular meeting of the City Council on October 6, 2009, by Council Member Rodgers.


PASSED and APPROVED by the City Council of the City of Laurel this 6th day of October, 2009.


APPROVED by the Mayor this 6th day of October, 2009.

CITY OF LAUREL

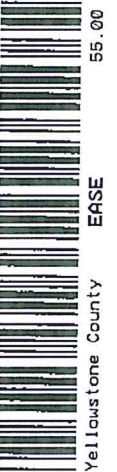

Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:

Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

3526898
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10/07/2009 03:27P



RESOLUTION NO. R09-101

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT A PERMANENT WATERLINE EASEMENT FROM CHS, INC.**

WHEREAS, a portion of the City of Laurel's waterline is located on property owned by CHS, Inc.; and

WHEREAS, in order to complete the waterline replacement project, it is appropriate and necessary for the City to accept a permanent waterline easement from CHS, Inc; and

WHEREAS, the City Council must grant the Mayor authority to acknowledge receipt and accept the conveyance of the permanent waterline easement.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to acknowledge receipt and accept the conveyance of the permanent waterline easement from CHS, Inc, attached hereto.

Introduced at a regular meeting of the City Council on October 6, 2009, by Council Member Rodgers.

PASSED and APPROVED by the City Council of the City of Laurel this 6th day of October, 2009.

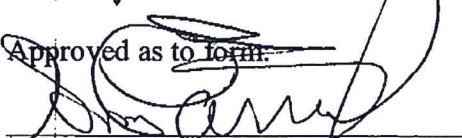
APPROVED by the Mayor this 6th day of October, 2009.

CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:

Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.



3526898

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10/07/2009 03:27P

Return to:
City of Laurel Clerk Treasurer's Office
P.O. Box 10
Laurel, Montana 59044

PERMANENT WATER LINE EASEMENT

For \$1.00 and other good and sufficient consideration paid, Grantor hereby grants the City of Laurel a Permanent Water Line Easement 30 feet wide, 20 feet on the Northerly side and 10 feet on the Southerly side of the following described centerline located in the SW¼, Section 15, T.2S., R.24E., P.P.M., Yellowstone County, Montana, with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove as further described as follows:

Commencing at the 1/4 corner common to Sections 15 and 16 thence S21°57'26"E, a distance of 1923.16 feet to the Southerly boundary of a tract of land as described in Book 201, Page 316 as recorded in the office of the Yellowstone County Clerk & Recorder, also being the Point of Beginning, thence N68°42'30"E, a distance of 100.87 feet; thence N74°51'47"E, a distance of 892.51 feet; thence N52°21'47"E, a distance of 78.40 feet; thence N74°51'47"E, a distance of 185.41 feet; thence N61°22'11"E, a distance of 339.03; thence N72°37'11"E, a distance of 17.25 feet to the Point of Termination on the Westerly boundary of a tract of land described in Book 37, Page 176 as recorded in the office of the Yellowstone County Clerk & Recorder, being S17°19'55"W, a distance of 1329.57 feet from the Center ¼ corner of said Section 15, as shown on Exhibit 'A' (Figures 1 & 2) attached hereto and made a part thereof containing an area of 1.107 acres, more or less.

Together with a Temporary Easement for construction purposes being 50 feet wide, 30 feet on the Northerly side and 20 feet on the Southerly side of the above described centerline as shown on said Exhibit 'A' (Figures 1 & 2) attached hereto and made a part thereof being contiguous, adjacent and parallel to the previously described easement, containing an area of 1.854 acres, more or less.

Dated this 24 day of Sept 2009.

Grantor: CHS, Inc.

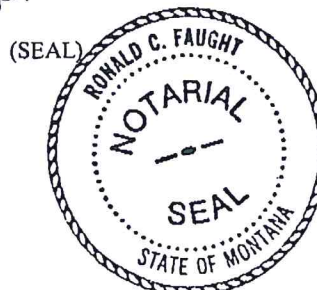
By: Patrick B. Kimmet
Name

Its: Refinery Manager
Title

State of Montana }
 :
County of Yellowstone }

On this day September 24, 2009, Patrick B. Kimmet, appeared before me and acknowledged to me that he/she executed this Easement on behalf of the Grantor, CHS, Inc. in his/her official capacity as refinery manager.

Ronald C. Faught
Printed Name: Ronald C. Faught
Notary Public for the State of Montana
Residing at: Laurel
My Commission expires: July 12, 2011



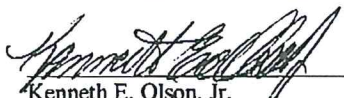


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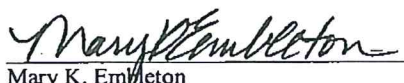
Acknowledgement and Acceptance of Easement:

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this Easement and hereby accepts the Easement conveyed through this instrument pursuant to City Council Resolution No. R09-101 this 6th day of October, 2009.



Kenneth E. Olson, Jr.
Mayor

Attest:

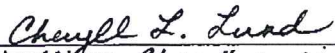


Mary K. Embleton
City Clerk/Treasurer

STATE OF MONTANA)
 :
County of Yellowstone)

On the 6th day of October, 2009, before me, a Notary Public in and for the State of Montana, personally appeared Kenneth E. Olson, Jr., known to me to be the Mayor of the City of Laurel, Yellowstone County, Montana, and Mary K. Embleton, known to me to be the Clerk/Treasurer for the City of Laurel, Yellowstone County, Montana, who signed the foregoing instrument and who acknowledged to me that they executed the same in their official capacity.

WITNESS my hand and seal the day and year hereinabove written.

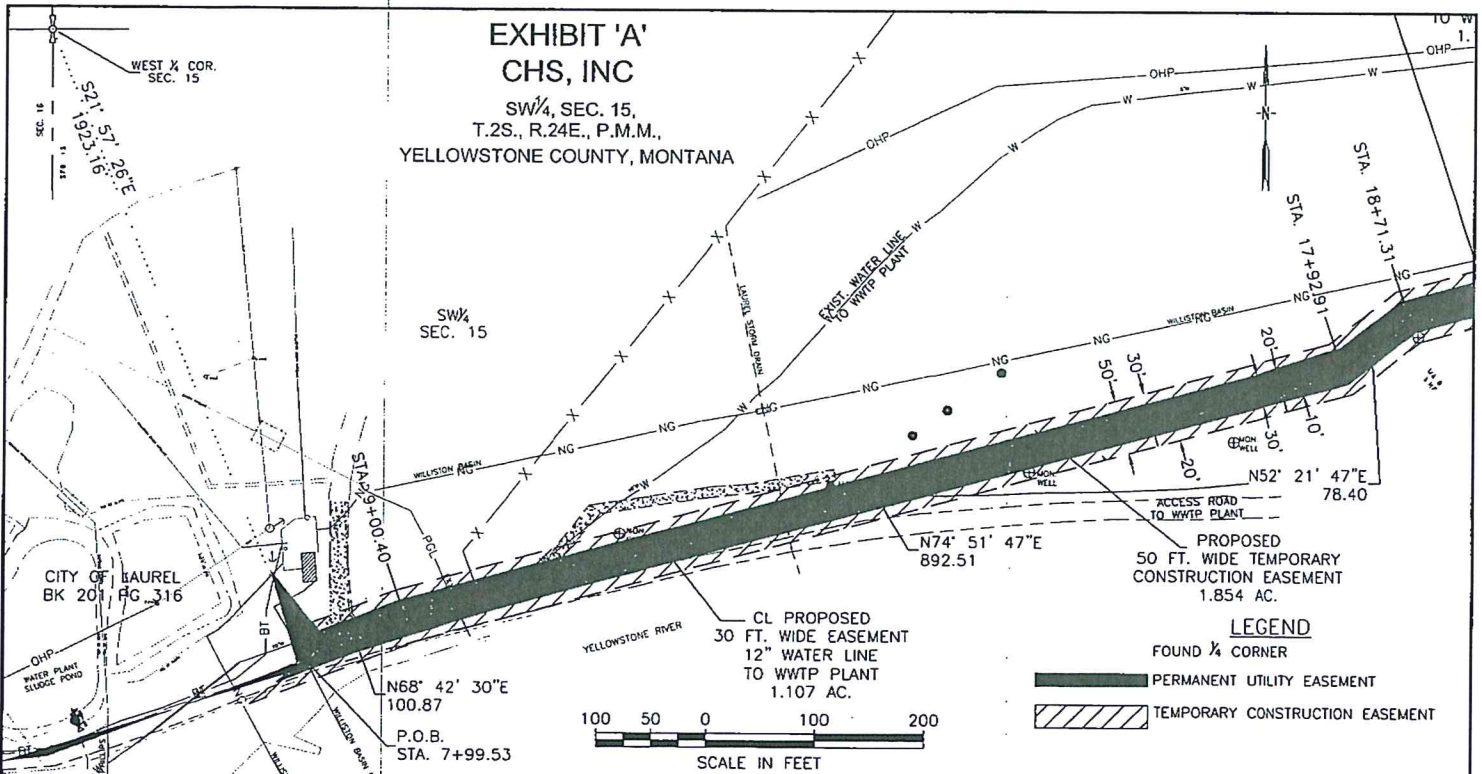


Printed Name: Cheryl L. Lund
Notary Public for the State of Montana
Residing at: Laurel
My Commission expires: 4/20/2011

(SEAL)



EXHIBIT 'A'
CHS, INC
 SW $\frac{1}{4}$, SEC. 15,
 T.2S., R.24E., P.M.M.,
 YELLOWSTONE COUNTY, MONTANA



NOTE: BEARINGS ARE GRID REFERENCED TO THE MONTANA COORDINATE SYSTEM NAD83.

MORRISON MAIERLE, INC.
 An Employee-Owned Company

Engineers 315 N. 25th Street
 Surveyors Suite 102
 Billings MT 59101
 Planners Phone: (406) 506-6000
 Fax: (406) 233-1201
 Copyright © Morrison-Maierle, Inc. 2009

DRAWN BY: JDCZ
 CHECKED BY:
 APPL BY: SAS
 DATE: 08/25/09

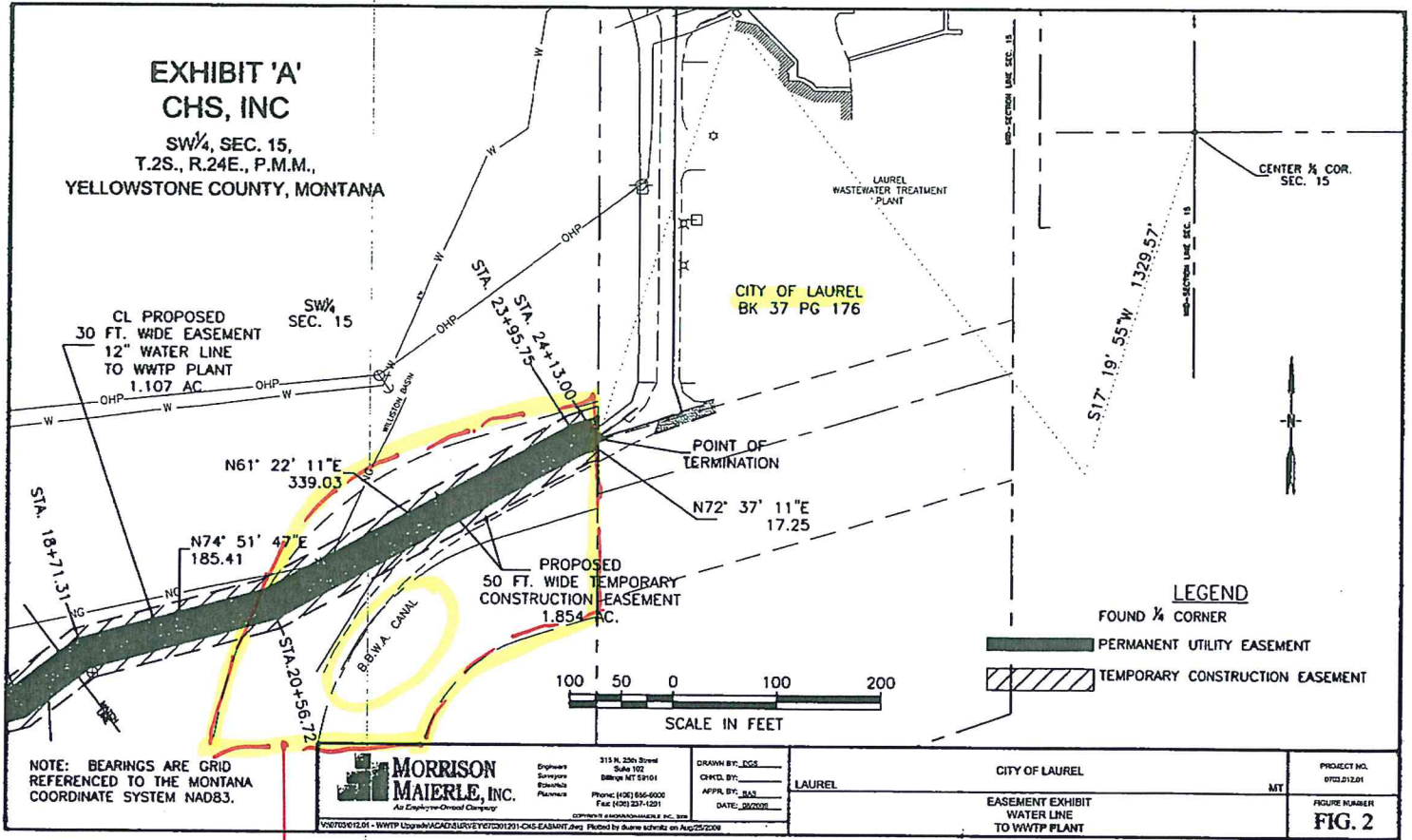
LAUREL	CITY OF LAUREL	MT	PROJECT NO. 0703212.01
EASEMENT EXHIBIT WATER LINE TO WWTP PLANT			FIGURE NUMBER FIG. 1



3526898
 Page: 4 of 5
 10/07/2009 03:27P

Yellowstone County EASE 55.00

EXHIBIT 'A'
CHS, INC
 SW¼, SEC. 15,
 T.2S., R.24E., P.M.M.,
 YELLOWSTONE COUNTY, MONTANA



Land was found to belong to the Billings Bench Water Association (BBWA) in Spring 2022 by Kurt Markesgard researching

File Attachments for Item:

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

RESOLUTION NO. R22-_____

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

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

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on the _____ day of _____, 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2022.

APPROVED by the Mayor on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

AGREEMENT REGARDING
SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is entered into this _____ day of _____, 2022, by and between the City of Laurel (hereinafter “the City” or “the City of Laurel”) and the Laurel Public Schools, District 7 & 7-70 (hereinafter “the District” or “the School District”) as follows:

RECITALS

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

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

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

WITNESSETH

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

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

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

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

- enforcing all criminal laws on school property and at school sponsored events and activities;
 - responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the District related to equity, childhood trauma, cultural responsiveness and others as requested by the Superintendent;
 - meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
 - other tasks as assigned by the Laurel Police Department.
- e. “School day” means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not school days.
- f. “School property” means: any property, within the City of Laurel, owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided.

3. Term: This Agreement is for a term of one-year beginning on September 1, 2022 and ending on August 31, 2023. This Agreement will automatically renew for a period of twelve calendar months (September 1 to August 31) unless either party provides written notice of termination to the other party on or July 1st.

4. Termination: This Agreement may be terminated with or without cause by either party upon thirty (30) days’ prior written notice.

5. Employment of SRO:

- a. The SRO shall be an employee of the City of Laurel and shall be subject to the administration, supervision, and control of the City of Laurel.
- b. The SRO shall be subject to all personnel policies and practices of the City of Laurel, except as such policies or practices may be modified by the terms and conditions of this Agreement.
- c. The City of Laurel, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.

6. Assignment of SRO:

a. Duty Hours:

- i. SRO duty hours shall be determined by the provisions of the Collective Bargaining Agreement between the City of Laurel and Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.
- ii. It is understood and agreed that time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO, as well as SRO duties involved in school zone enforcement, home visits, and procedural matters involving the Police Department, shall be considered as hours worked under this Agreement.

b. Absences:

- i. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the Principal of the school to which the SRO is assigned.
- ii. If an SRO is absent for more than ten (10) consecutive school days, related to a leave of absence, the City will undertake reasonable efforts to assign another licensed law enforcement officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.

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

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

8. Relationship of Parties:

- a. The City shall have the status of an Independent Contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to the City's sole and exclusive control and supervision.

- b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, the Chief of Police and the Superintendent will each individually prepare a summary report on the year's operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board, in considering any changes to be made for the upcoming school year.
- c. The SRO will be subject to current policies and procedures in effect for City of Laurel Law Enforcement Officers, including attendance at all mandated training and testing to maintain Officer certification.
- d. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise cause a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

9. Payment/Costs:

- a. **Monthly Base Payment:** The District will pay the City the following fees per year, in two equal payments in December 2022 and June 2023, for all SRO services, excluding additional services, which are provided pursuant to this Agreement:

Fifty-Six Thousand Four Hundred Sixty-Seven Dollars and Forty-Nine Cents (\$56,467.49) for SRO No. 1; and

Fifty-Six Thousand Six Hundred Thirty-Six Dollars and Two Cents (\$56,636.02) for SRO No. 2.

This payment is intended to cover a reasonable amount of the cost the City incurs in paying wages, providing benefits, and providing transportation for the SRO assigned to perform SRO duties under this Agreement. The City will invoice the District in December 2022 and June 2023, with each invoice to reflect half of the total two-balances combined, as reflected above.

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

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

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

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

15. **Notices:** The District must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the City's Chief of Police, Stan Langve, at slangve@laurel.mt.gov or 215 West First Street, Laurel MT 59044. The City must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the District's Superintendent at _____ or _____, Laurel MT 59044. Either party may designate a different addressee or address at any time by giving written notice to the other party. Notice that is delivered by mail is effective upon mailing. Notice that is delivered by email is effective upon transmission.
16. **No Unlawful Discrimination:** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.
17. **Waiver and Enforcement:** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.
18. **Equal Drafting:** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
19. **Choice of Law, Forum, and Severability:** This Agreement is governed by the laws of the State of Montana. The parties agree that the Montana state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
20. **Entire Agreement, Changes, and Effect:** This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or

contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed.

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

CITY OF LAUREL

LAUREL PUBLIC SCHOOLS

City of Laurel Mayor
Date: _____

District Board Chairperson
Date: _____

File Attachments for Item:

7. Ordinance - An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana

ORDINANCE NO. 022-_____

**AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 14 OF THE
LAUREL MUNICIPAL CODE RELATING TO THE ADOPTION AND
ENFORCEMENT OF BUILDING CODES FOR THE CITY OF LAUREL AS
REQUIRED BY THE STATE OF MONTANA**

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating chapters, sections and subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing Title 14 as noted herein and hereby recommends the same to the City Council for their full approval.

**Chapter 14.16 INTERNATIONAL RESIDENTIAL BUILDING CODE,
2021~~18~~ EDITION**

14.16.010 Adoption.

A. The City of Laurel hereby adopts by reference pursuant to MCA Section 50-60-301 (1)(a), MCA the International Residential Code, 2021~~18~~ Edition, as modified by the Administrative Rules of Montana (ARM) 24.301.154 (1) through (24) with Appendix Q Tiny Houses, as permitted by ARM 24.301.154 (2) (a), and as required to be adopted by the Department of Labor and Industry, Building and Commercial Measurements Bureau.

B. One full printed copy of the Code shall be available in the offices of the City Planning Department.

C. The International Residential Building Code 2021~~18~~ Edition is made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length. It shall be known and designated as the "International Residential Building Code" of the City.

(Ord. 05-15 (part), 2005)

(Admin. Order AO15-01, § 2, 2-24-2015; Ord. No. O20-01, 1-28-2020)

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.

Introduced and passed on first reading at a regular meeting of the City Council on the _____ day of _____, 2022, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the _____ day of _____, 2022, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney