



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JULY 23, 2024
6:30 PM
COUNCIL CHAMBERS**

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minute of July 9, 2024.

Correspondence

2. Fire Monthly Report - June 2024

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.*

3. Claims entered through July 19, 2024.
4. Clerk/Treasurer Financial Statements for the month of January 2024.
5. Clerk/Treasurer Financial Statements for the month of February 2024.
6. Clerk/Treasurer Financial Statements for the month of March 2024.
7. Clerk/Treasurer Financial Statements for the month of April 2024.
8. Clerk/Treasurer Financial Statements for the month of May 2024.
9. Clerk/Treasurer Financial Statements for the month of June 2024.
10. Approval of Payroll for PPE 7/7/2024 totaling \$286,099.21.
11. Council Workshop Minutes of July 2, 2024.
12. Closed Executive Session Minutes of July 2, 2024.

Ceremonial Calendar

Reports of Boards and Commissions

- [13.](#) Budget/Finance Committee Minutes of June 25, 2024.
- [14.](#) Budget/Finance Committee Minutes of July 9, 2024.
- [15.](#) Cemetery Commission Minutes of April 16, 2024.
- [16.](#) Public Works Committee Minutes of June 17, 2024.
- [17.](#) Emergency Services Committee Minutes of June 24, 2024.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

- [18.](#) Appointment of Paige Farmer to the Library Board for a five-year term ending June 30, 2029.
- [19.](#) Resolution No. R24-51: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.
- [20.](#) Resolution No. R24-52: A Resolution Of The City Council Authorizing The Mayor To Execute The Retail Sales Agreement With AVI Systems
- [21.](#) Resolution No. R24-53: A Resolution Of Intent Of The City Council To Approve Street Vacation Petition And Set Public Hearing.
- [22.](#) Resolution No. R24-54: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Agreement For Pro Tem Judge Services.
- [23.](#) Resolution No. R24-55: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Dr. Jedediah Walker For The Medical Director Position For The Laurel Ambulance Service.
- [24.](#) Resolution No. R24-56: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With River Ridge Landscaping Co.

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 Minute of July 9, 2024.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

July 9, 2024

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on July 9, 2024.

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: Michele, Braukmann, Civil City Attorney
 Brittney Harakal, Administrative Assistant
 Lyndy Gurchiek, Ambulance Director

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

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of June 25, 2024, as presented, seconded by Council Member Mize. With no objection, the minutes of the regular meeting of June 25, 2024, as presented, were approved. There was no public comment or Council discussion.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX-PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through July 5, 2024.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 6/23/2024 totaling \$230,773.04.**

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. With no objection, the Consent Agenda of July 9, 2024, as presented, were approved. There was no public comment or Council discussion.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of June 11, 2024.
- Tree Board Minutes of June 13, 2024.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Shawn Mullaney to the Public Works Committee.**

Motion by Council Member Sparks to approve the Mayor's appointment of Shawn Mullaney to the Public Works Committee, seconded by Council Member Wilke. There was no public comment

DRAFT

Council Minutes of July 9, 2024

or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

- **Resolution No. R24-49: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With A Team Roofing & Solar.**

Motion by Council Member Canape to approve Resolution No. R24-49, 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.

- **Resolution No. R24-50: A Resolution To Modify The Previously Approved Compensation Levels For The Volunteer Ambulance Service.**

The Ambulance Director stated the recently passed Mill Levy will cover the raise in compensation. The last time compensation was addressed was in 2011.

Motion by Council Member Wheeler to approve Resolution No. R24-50, 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.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

The next Public Works Committee meeting will be held Monday, July 15, 2024, at 6:00 p.m. in Council Chambers.

MAYOR UPDATES: None.

UNSCHEDULED MATTERS:

- **Ambulance Volunteer Appointments.**

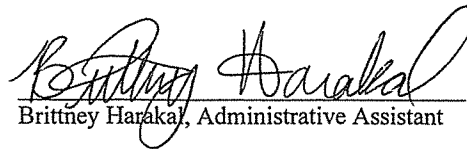
The Ambulance Director briefly reviewed the attached letter.

Motion by Council Member Sparks to approve the Mayor’s appointment to the Laurel Emergency Medical Service, 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.

ADJOURNMENT:

Motion by Council Member Mize 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 6:42 p.m.


 Britney Haraka, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 23rd day of July 2024.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer



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



June 28, 2024

Dear Mayor and City Council,

We are excited to announce that we have several EMTs interested in joining our service as a volunteer. We have interviewed all and would be excited to bring them onto our team with your approval.

Volunteer EMT:

- Tayla Schanz is an EMT that has many years of experience working at StVs in the Emergency Department as a ED patient care tech as well as the past almost year as an EMT for StVs ground ambulance.
- Hannah Lachenauer is an EMT that received her EMT license approximately 6 months ago. She worked at StVs Emergency Department as a ward clerk before becoming an EMT and now works there part time as a patient care tech as well as full time at AMR as an EMT.

Seasonal Volunteer EMT:

This is the program that we created for the recent high school graduates that can help out during college summer and winter breaks when they are home from school. They will be trained to drive and are licensed as EMTs so they can easily help with patient care and it provides them some much needed experience as well.

-Cooper Koffler is an EMT that is planning to attend nursing school. He grew up in a medical family, his dad was a FF/paramedic for Billings Fire Department for 20 years and is now retired and with HELP Flight as a paramedic. His mom was a HELP Flight paramedic before becoming a PA, currently working at StVs.

-Eli Hawkins is an EMT that is planning to attend medical school. He also grew up in a medical family, his dad was a paramedic and then became a nurse and has been with HELP Flight for many years. His mom is a nurse as well and currently works at StVs too.

Our staff interviewed all of the candidates and we feel that they would be a great fit and asset to our service. If they are granted Council and Mayor approval, we will begin conducting their background checks and bring them onto our team.

Thank you very much for your consideration.

Lyndy Gurchiek, NRP, Director
Laurel EMS
215 W 1st Street
Laurel, MT 591044
lgurchiek@laurel.mt.gov
406-860-8233

File Attachments for Item:

2. Fire Monthly Report - June 2024



Laurel Fire Department

Report for the Month of Jun-24

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

No of Calls
7
12
5
3
1
4
4
12
48

No of Hours
655

Totals

655

Total	655
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Severity Staffing
Total Hours Staffed
63

Major Calls
Several MVAs
Structure Fires
Mutal Aid Grass Fire

Announcements:
 Engine 2071, 2297 and T2 responded mutal aid to the BO Fire in Billings.
 Number of calls reflects ambulance driving.

Structure Firefighting
 Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation. A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

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

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

Other Rescues
 Rope Rescue, Water Rescue, Ice Rescue

Alarms
 Any false alarms or malfunctions.

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

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

File Attachments for Item:

11. Council Workshop Minutes of July 2, 2024.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JULY 02, 2024**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on July 2, 2024.

COUNCIL MEMBERS PRESENT:

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

OTHERS PRESENT:

Brittney Harakal, Council Administrative Assistant
Michele Braukmann, Civil City Attorney
Kurt Markegard, Planning Director

Public Input:

There were none.

General Items

1. Appointment of Shawn Mullaney to the Public Works Committee.

Executive Review

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With A Team Roofing & Solar.

This contract is to repair the booster station out in Elena. It will be paid out of the Water Fund.

It was questioned what was being done. It was clarified, just roofing and siding.

3. Resolution - A Resolution To Modify The Previously Approved Compensation Levels For The Volunteer Ambulance Service.

See the attached resolution with track changes. This wage increase was included in the Mill Levy passed last year.

Council Issues

4. City/County Planning Changes Discussion

The Planning Director briefly reviewed SB382, see attached. The City has received a 30k grant from the Department of Commerce. When Helena went out to bid for the

housing study portion of the land use plan, it received bids between 250k and 750k. This is an unfunded mandate.

It was questioned when the land use plan needs to be completed. It was clarified that the land use plan needs to be completed by 2026.

Council noted that only applying the bill to ten municipalities seemed discriminatory. It was clarified that that was an accurate description. There have been many discussions between Staff and Counsel regarding the constitutionality of this bill. There is no enforcement mechanism written into SB382. It is unknown what the consequences will be for noncompliance.

Staff was questioned about whether They had spoken to legislators regarding this bill. It was clarified that the Planning Director had spoken to someone who is currently running for election and asked for his help should he be successful. The Planning Director reminded the Council that the Planning Department is a one-person department. At the last minute, the Counties were removed from this requirement. The methods included to pay for this land use plan are through the County.

Council asked if they could challenge this bill and work with other municipalities. It was clarified that if Council wanted to move forward with litigation working with other municipalities does have more weight. It was noted that the Montana League of Cities and Towns advocated for this bill. A challenge could result in a successful outcome, but it would be a very long road.

It was questioned if the Council could stall funding this until they decide if they are going to challenge this bill. The Civil Attorney stated that she would put together a legal analysis on this issue and let the Council decide how they would like to proceed. It was noted that Billings had expressed their lack of manpower and no funding to complete this mandate.

It was noted that 250k is not the total cost of this project. There is also a Water PER, Sewer PER, Stormwater Plan, etc. The State is saying this is a priority for the City.

It was questioned what the 30k grant could be used for. It was clarified that the grant is only to be used for creating the land use map.

This year, the Planning will receive approximately 126k from the proposed mills.

Essentially, there will be two planning departments and the Planning Director will need to keep those hours accounted for separately.

Council noted that until the funding issue is addressed they did not see the point in proceeding at this time.

Other Items

Attendance at Upcoming Council Meeting

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

Announcements

Council asked for an update on the Asong litigation. They had heard that the Judge had been acquitted. It was clarified that the Human Rights Bureau has come back in the City's favor. Mr. Asong has not filed an appeal. However, Mr. Asong does have the ability to file a District Court action until September.

It was questioned if there would be a public statement upon the conclusion of this litigation. It was clarified that this will be determined upon the conclusion.

It was questioned if there was an update on finding a Prosecutor. It was clarified that the City has interviewed someone and made an offer. This position was restructured to be an employment position instead of a contracted position.

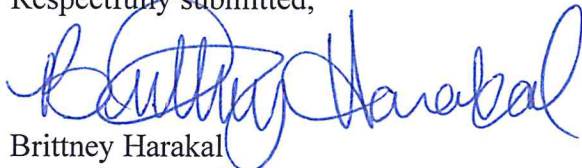
5. Employee Recognition

See the attached employee recognition for July through December.

Mayor Waggoner stated the Council would go into a closed executive session.

The Council workshop adjourned at 7:29 p.m.

Respectfully submitted,



Brittney Harakal
Administrative Assistant

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

RESOLUTION NO. 24-__

**A RESOLUTION TO MODIFY THE PREVIOUSLY APPROVED
COMPENSATION LEVELS FOR THE VOLUNTEER AMBULANCE SERVICE.**

WHEREAS, the City Council previously established and approved compensation levels for the Volunteer Ambulance Service through the adoption of Resolution No. R11-106; and

WHEREAS, the Ambulance Director recently reviewed the previous compensation levels and is requesting and recommending revisions to the compensation levels; and

BE IT RESOLVED, that Resolution No. R08-117 is modified to reset the compensation of the members of the Volunteer Ambulance Service as follows:

On-Call Rates: All non-probationary volunteers shall be compensated at a rate of \$4.00 per hour for EMT and \$6.00 per hour for Paramedic/Registered Nurse. Volunteers shall be probationary for six months at a rate of \$1.00 less per hour.

Standby: \$10.00 per hour – for each attendant working standby for a special event. The special event needs to pay the Ambulance Service in advance for working the event.

Transport Call: \$20.00 per/call

Non-Transport Call with Treatment: \$15.00 per/call

Non-Transport no Treatment: \$7.50 per/call

Long Distance Transport: \$10.00 per/hour

Call out stipends will be doubled during certain times of the years listed below:

From 5 pm, December 24 to Midnight, December 25

From 5 pm, December 31 to Midnight, January 1

From Midnight to Midnight on the following holidays:

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

No member of the Volunteer Ambulance Service shall receive other compensation from the City except as provided by this Resolution.

BE IT FURTHER RESOLVED, the Officers of the Volunteer Ambulance Service shall receive, in addition to the compensation above, the compensation as follows:

Assistant Director: \$4,000 per year

Billing: \$3,600 per year

No officer of the Volunteer Ambulance Service shall receive other compensation from the City except as provided for by this resolution.

BE IT FURTHER RESOLVED that the City grants the Ambulance Director discretion to adjust the billed rates for compensation for the Volunteer Ambulance Service, based upon various contractual arrangements made with parties that the Ambulance Service contracts with, pursuant to the Mayor's prior approval of such adjustments.

Introduced at a meeting of the City Council on July 9, 2024, by Council Member

_____.

PASSED AND APPROVED by the City Council of the City of Laurel this 9th day of July 2024.

APPROVED by the Mayor this 9th day of July, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk/Treasurer

Approved as to form:

Michele Braukmann, Civil City Attorney



AN ACT CREATING THE MONTANA LAND USE PLANNING ACT; REQUIRING CITIES THAT MEET CERTAIN POPULATION THRESHOLDS TO UTILIZE THE LAND USE PLAN, MAP, ZONING REGULATIONS, AND SUBDIVISION REGULATIONS PROVIDED IN THE ACT; ALLOWING OTHER LOCAL GOVERNMENTS THE OPTION TO UTILIZE THE PROVISIONS OF THE ACT; REQUIRING PUBLIC PARTICIPATION DURING THE DEVELOPMENT, ADOPTION, OR AMENDMENT OF A LAND USE PLAN, MAP, ZONING REGULATION, OR SUBDIVISION REGULATION; PROVIDING STRATEGIES TO MEET POPULATION PROJECTIONS; PROVIDING FOR CONSIDERATION OF FACTORS SUCH AS HOUSING, LOCAL FACILITIES, ECONOMIC DEVELOPMENT, NATURAL RESOURCES, ENVIRONMENT, AND NATURAL HAZARDS WHEN DEVELOPING A LAND USE PLAN, MAP, AND ZONING REGULATION; PROVIDING FOR A PROCEDURE TO REVIEW SUBDIVISIONS AND APPROVE FINAL PLATS; PROVIDING FOR A LOCAL GOVERNING BODY TO COLLECT FEES; PROVIDING AN APPEALS PROCESS, ENFORCEMENT MECHANISMS, AND PENALTIES; PROVIDING DEFINITIONS; REPEALING SECTIONS 7-21-1001, 7-21-1002, AND 7-21-1003, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND AN APPLICABILITY DATE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Short Title. [Sections 1 through 38] may be cited as the "Montana Land Use Planning Act".

Section 2. Legislative purpose, findings, and intent. (1) It is the purpose of [sections 1 through 38] to promote the health, safety, and welfare of the people of Montana through a system of comprehensive planning that balances private property rights and values, public services and infrastructure, the human environment, natural resources, and recreation, and a diversified and sustainable economy.

- (2) The legislature finds that coordinated and planned growth will encourage and support:
- (a) sufficient housing units for the state's growing population that are attainable for citizens of all income levels;
 - (b) the provision of adequate public services and infrastructure in the most cost-effective manner possible, shared equitably among all residents, businesses, and industries;
 - (c) the natural environment, including wildlife and wildlife habitat, sufficient and clean water, and healthy air quality;
 - (d) agricultural, forestry, and mining lands for the production of food, fiber, and minerals and their economic benefits;
 - (e) the state's economy and tax base through job creation, business development, and the revitalization of established communities;
 - (f) persons, property, infrastructure, and the economy against natural hazards, such as flooding, earthquake, wildfire, and drought; and
 - (g) local consideration, participation, and review of plans for projected population changes and impacts resulting from those plans.
- (3) It is the legislature's intent that the comprehensive planning authorized in [sections 1 through 38]:
- (a) provides the broadest and most comprehensive level of collecting data, identifying and analyzing existing conditions and future opportunities and constraints, acknowledging and addressing the impacts of development on each jurisdiction, and providing for broad public participation;
 - (b) serves as the basis for implementing specific land use regulations that are in substantial compliance with the local land use plan;
 - (c) provides for local government approval of development proposals in substantial compliance with the land use plan, based on information, analysis, and public participation provided during the development and adoption of the land use plan and implementing regulations; and
 - (d) allows for streamlined administrative review decisionmaking for site-specific development applications.

Section 3. Definitions. As used in [sections 1 through 38], unless the context or subject matter clearly requires otherwise, the following definitions apply:

(1) "Aggrieved party" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision.

(2) "Applicant" means a person who seeks a land use permit or other approval of a development proposal.

(3) "Built environment" means man-made or modified structures that provide people with living, working, and recreational spaces.

(4) "Cash-in-lieu donation" is the amount equal to the fair market value of unsubdivided, unimproved land.

(5) "Certificate of survey" means a drawing of a field survey prepared by a registered surveyor for the purpose of disclosing facts pertaining to boundary locations.

(6) "Dedication" means the deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full exercise and enjoyment of the public use to which the property has been devoted.

(7) "Division of land" means the segregation of one or more parcels of land from a larger tract held in single or undivided ownership by transferring or contracting to transfer title to a portion of the tract or properly filing a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to [sections 1 through 38]. The conveyance of a tract of record or an entire parcel of land that was created by a previous division of land is not a division of land.

(8) "Dwelling " means a building designed for residential living purposes, including single-unit, two-unit, and multi-unit dwellings.

(9) "Dwelling unit" means one or more rooms designed for or occupied exclusively by one household.

(10) "Examining land surveyor" means a registered land surveyor appointed by the governing body to review surveys and plats submitted for filing.

(11) "Final plat" means the final drawing of the subdivision and dedication required by [sections 1

through 38] to be prepared for filing for record with the county clerk and recorder and containing all elements and requirements set forth in [sections 1 through 38] and in regulations adopted pursuant to [sections 1 through 38].

(12) "Four-unit dwelling" or "fourplex" means a building designed for four attached dwelling units in which the dwelling units share a common separation, such as a ceiling or wall, and in which access cannot be gained between the units through an internal doorway, excluding common hallways.

(13) "Immediate family" means a spouse, children by blood or adoption, and parents.

(14) "Irrigation district" means a district established pursuant to Title 85, chapter 7.

(15) "Jurisdictional area" or "jurisdiction" means the area within the boundaries of the local government. For municipalities, the term includes those areas the local government anticipates may be annexed into the municipality over the next 20 years.

(16) "Land use permit" means an authorization to complete development in conformance with an application approved by the local government.

(17) "Land use plan" means the land use plan and future land use map adopted in accordance with [sections 1 through 38].

(18) "Land use regulations" means zoning, zoning map, subdivision, or other land use regulations authorized by state law.

(19) "Local governing body" or "governing body" means the elected body responsible for the administration of a local government.

(20) "Local government" means a county, consolidated city-county, or an incorporated municipality to which the provisions of [sections 1 through 38] apply as provided in [section 5].

(21) "Manufactured housing" means a dwelling for a single household, built offsite in a factory that is in compliance with the applicable prevailing standards of the United States department of housing and urban development at the time of its production. A manufactured home does not include a mobile home or house trailer, as defined in 15-1-101.

(22) "Ministerial permit" means a permit granted upon a determination that a proposed project complies with the zoning map and the established standards set forth in the zoning regulations. The determination must be based on objective standards, involving little or no personal judgment, and must be

issued by the planning administrator.

(23) "Multi-unit dwelling" means a building designed for five or more attached dwelling units in which the dwelling units share a common separation, such as a ceiling or wall, and in which access cannot be gained between the units through an internal doorway, excluding common hallways.

(24) "Permitted use" means a use that may be approved by issuance of a ministerial permit.

(25) "Planning administrator" means the person designated by the local governing body to review, analyze, provide recommendations, or make final decisions on any or all zoning, subdivision, and other development applications as required in [sections 1 through 38].

(26) "Plat" means a graphical representation of a subdivision showing the division of land into lots, parcels, blocks, streets, alleys, and other divisions and dedications.

(27) "Preliminary plat" means a neat and scaled drawing of a proposed subdivision showing the layout of streets, alleys, lots, blocks, and other elements of a subdivision that furnish a basis for review by a governing body.

(28) "Public utility" has the meaning provided in 69-3-101, except that for the purposes of [sections 1 through 38], the term includes a county water or sewer district as provided for in Title 7, chapter 13, parts 22 and 23, and municipal sewer or water systems and municipal water supply systems established by the governing body of a municipality pursuant to Title 7, chapter 13, parts 42, 43, and 44.

(29) "Single-room occupancy development" means a development with dwelling units in which residents rent a private bedroom with a shared kitchen and bathroom facilities.

(30) "Single-unit dwelling" means a building designed for one dwelling unit that is detached from any other dwelling unit.

(31) "Subdivider" means a person who causes land to be subdivided or who proposes a subdivision of land.

(32) "Subdivision" means a division of land or land so divided that it creates one or more parcels containing less than 160 acres that cannot be described as a one-quarter aliquot part of a United States government section, exclusive of public roadways, in order that the title to the parcels may be sold or otherwise transferred and includes any resubdivision and a condominium. The term also means an area, regardless of its size, that provides or will provide multiple spaces for rent or lease on which recreational camping vehicles or

mobile homes will be placed.

(33) "Subdivision guarantee" means a form of guarantee that is approved by the commissioner of insurance and is specifically designed to disclose the information required in [section 34].

(34) "Tract of record" means an individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the county clerk and recorder's office.

(35) "Three-unit dwelling" or "triplex" means a building designed for three attached dwelling units in which the dwelling units share a common separation, such as a ceiling or wall, and in which access cannot be gained between the units through an internal doorway, excluding common hallways.

(36) "Two-unit dwelling" or "duplex" means a building designed for two attached dwelling units in which the dwelling units share a common separation, such as a ceiling or wall, and in which access cannot be gained between the units through an internal doorway.

Section 4. Planning commission. (1) (a) Each local government shall establish, by ordinance or resolution, a planning commission.

(b) Any combination of local governments may create a multi-jurisdiction planning commission or join an existing commission pursuant to an interlocal agreement.

(c) (i) Any combination of legally authorized planning boards, zoning commissions, planning and zoning commissions, or boards of adjustment existing prior to [the effective date of this act] may be considered duly constituted under [sections 1 through 38] as a planning commission by agreement of the governing bodies of each jurisdiction represented on the planning commission.

(ii) If more than one legally authorized planning board, zoning commission, or planning and zoning commission exists within a jurisdiction, the governing bodies of each jurisdiction may agree to:

(A) designate, combine, consolidate, or modify one or more of the authorized boards or commissions as the planning commission; or

(B) create a new planning commission pursuant to this section and disband the existing boards and commissions.

(2) (a) (i) Each planning commission must consist of an odd number of no fewer than three voting

members who are confirmed by majority vote of each local governing body.

(ii) Each jurisdiction must be equally represented in the membership of a multi-jurisdiction planning commission.

(b) The planning commission shall meet at least once every 6 months.

(c) Minutes must be kept of all meetings of the planning commission and all meetings and records must be open to the public.

(d) A majority of currently appointed voting members of the planning commission constitutes a quorum. A quorum must be present for the planning commission to take official action. A favorable vote of at least a majority of the quorum is required to authorize an action at a regular or properly called special meeting.

(e) The ordinance, resolution, or interlocal agreement creating the planning commission must set forth the requirements for appointments, terms, qualifications, removal, vacancies, meetings, notice of meetings, officers, reimbursement of costs, bylaws, or any other requirement determined necessary by the local governing body.

(3) (a) Except as set forth in subsection (3)(b), the planning commission shall review and make recommendations to the local governing body regarding the development, adoption, amendment, review, and approval or denial of the following documents:

(i) the land use plan and future land use map as provided in [section 7];

(ii) zoning regulations and map as provided in [sections 18 through 24];

(iii) subdivision regulations as provided in [sections 25 through 34]; and

(iv) any other legislative land use planning document the local governing body designates.

(b) In accordance with [section 37], the planning commission shall hear and decide appeals from any site-specific land use decisions made by the planning administrator pursuant to the adopted regulations described in subsection (3)(a). Decisions of the planning commission may be appealed to the local governing body as provided in [section 37].

(4) The planning commission may be funded pursuant to 76-1-403 and 76-1-404.

Section 5. Applicability and compliance. (1) A municipality with a population at or exceeding 5,000 located within a county with a population at or exceeding 70,000 in the most recent decennial census shall

comply with the provisions of [sections 1 through 38].

(2) (a) Except as provided in subsection (2)(b), any municipality that meets the population thresholds of subsection (1) on [the effective date of this act] shall comply with the provisions of [sections 1 through 38] within 3 years of [the effective date of this act].

(b) A municipality that has adopted a growth policy within 5 years prior to [the effective date of this act] shall comply with the provisions of [sections 1 through 38] within 5 years of the date that the growth policy was adopted or within the deadline established in subsection (2)(a), whichever occurs later.

(c) A municipality that meets the population thresholds of subsection (1) on any decennial census completed after [the effective date of this act] shall comply with the provisions of [sections 1 through 38] by December 31 of the third year after the date of the decennial census.

(3) (a) A local government that is not required to comply with the provisions of [sections 1 through 38] may decide to comply with the provisions of [sections 1 through 38] by an affirmative vote of the local governing body. After an affirmative vote, the governing body shall comply with the provisions of [sections 1 through 38] by December 31 of the fifth year after the date of the vote.

(b) A local government that votes pursuant to subsection (3)(a) to comply with the provisions of [sections 1 through 38] may subsequently decide to not comply with the provisions of [sections 1 through 38] by an affirmative vote.

(4) A local government that complies with [sections 1 through 38] is not subject to any provision of Title 76, chapters 1, 2, 3, or 8.

Section 6. Public participation. (1) (a) A local government shall provide continuous public participation when adopting, amending, or updating a land use plan or regulations pursuant to [sections 1 through 38].

(b) Public participation in the adoption, amendment, or update of a land use plan or implementing regulations must provide for, at a minimum:

- (i) dissemination of draft documents;
- (ii) an opportunity for written and verbal comments;
- (iii) public meetings after effective notice;

(iv) electronic communication regarding the process, including online access to documents, updates, and comments; and

(v) an analysis of and response to public comments.

(2) A local government shall document and retain all public outreach and participation performed as part of the administrative record in accordance with the retention schedule published by the secretary of state.

(3) (a) A local government may decide the method for providing:

(i) general public notice and participation in the adoption, amendment, or update of a land use plan or regulation; and

(ii) notice of written comment on applications for land use permits pursuant to [sections 1 through 38].

(b) All notices must clearly specify the nature of the land use plan or regulation under consideration, what type of comments the local government is seeking from the public, and how the public may participate.

(c) The local government shall document what methods it used to provide continuous participation in the development, adoption, or update of a land use plan or regulation and shall document all comments received.

(d) The department of commerce established in 2-15-1801 and functioning pursuant to 90-1-103 shall develop a list of public participation methods and best practices for use by local governments in developing, adopting, or updating a land use plan or regulations.

(4) Throughout the adoption, amendment, or update of the land use plan or regulation processes, a local government shall emphasize that:

(a) the land use plan is intended to identify the opportunities for development of land within the planning area for housing, businesses, agriculture, and the extraction of natural resources, while acknowledging and addressing the impacts of that development on adjacent properties, the community, the natural environment, public services and facilities, and natural hazards;

(b) the process provides for continuous and extensive public notice, review, comment, and participation in the development of the land use plan or regulation;

(c) the final adopted land use plan, including amendments or updates to the final adopted land use plan, comprises the basis for implementing land use regulations in substantial compliance with the land use plan; and

(d) the scope of and opportunity for public participation and comment on site-specific development in substantial compliance with the land use plan must be limited only to those impacts or significantly increased impacts that were not previously identified and considered in the adoption, amendment, or update of the land use plan, zoning regulations, or subdivision regulations.

(5) The local governing body shall adopt a public participation plan detailing how the local government will meet the requirements of this section.

Section 7. Adoption or amendment of land use plan and future land use map. (1) The local governing body shall adopt or amend by resolution a land use plan and future land use map in accordance with [sections 7 through 17] only after consideration by and on the recommendation of the planning commission.

(2) Prior to making a recommendation to the governing body to adopt or amend a land use plan and future land use map, the planning commission shall:

(a) provide public notice and participation in accordance with [section 6]; and

(b) accept, consider, and respond to public comment on the proposed land use plan and future land use map. All public comment must be part of the administrative record transmitted to the governing body.

(3) After meeting the requirements of subsection (2), the planning commission shall make a final recommendation to the governing body to adopt, modify, or reject the proposed land use plan and future land use map or any amendment to the proposed land use plan and future land use map.

(4) The governing body shall incorporate any existing neighborhood, area, or plans adopted pursuant to Title 76, chapter 1, that meet the requirements of [sections 1 through 38] into the land use plan and future land use map.

(5) (a) The governing body shall consider the recommendation of the planning commission to adopt, modify, or reject the proposed land use plan and future land use map or any amendment to the proposed land use plan and future land use map.

(b) After providing public notice and participation in accordance with [section 6], the governing

body may adopt, with any revisions the local governing body considers appropriate, or reject the land use plan and future land use map or any amendment to the proposed land use plan and future land use map proposed by the planning commission.

(6) An amendment to a land use plan or future land use map may be initiated:

(a) by majority vote of the governing body;

(b) on petition of at least 15% of the electors of the local government jurisdiction to which the plan applies, as registered at the last general election; or

(c) by a property owner applying for a zoning, subdivision, or other land use permit.

(7) (a) After the initiation of an amendment to a land use plan or future land use map allowed in subsection (6), the planning commission shall make a preliminary determination of whether the proposed land use plan or future land use map amendment results in new or increased impacts to or from local facilities, services, natural resources, natural environment, or natural hazards from those previously described and analyzed in the assessment conducted in the development of the land use plan.

(b) If the planning commission finds new or increased impacts from the proposed land use plan or future land use map amendment, the local government shall collect additional data and conduct additional analysis necessary to provide the planning commission with the opportunity to consider all potential impacts resulting from the amendment before proceeding under subsection (2).

(8) The governing body may not amend the land use plan or future land use map unless:

(a) the amendment is found in substantial compliance with the land use plan; and

(b) the potential impacts resulting from development in substantial compliance with the proposed amendment have been made available for public review and comment and have been fully considered by the governing body.

Section 8. Update of land use plan or future land use map. (1) After a local government adopts a

land use plan and future land use map in accordance with [section 7], the land use plan and future land use map must be reviewed by the planning commission every fifth year after adoption to determine whether an update to the land use plan and future land use map must be performed. The planning commission shall:

(a) make a preliminary determination regarding the existence of new or increased impacts to or

from local facilities, services, natural resources, natural environment, or natural hazards from those previously described and analyzed when the land use plan and future land use map were previously adopted;

(b) provide public notice and participation in accordance with [section 6]; and

(c) accept, consider, and respond to public comment on the review of the land use plan and future land use map. All public comment must be part of the administrative record transmitted to the governing body.

(2) (a) If the planning commission finds new or increased impacts under subsection (1), the planning commission shall recommend an update to the land use plan, future land use map, or both.

(b) If the planning commission finds no new or increased impacts under subsection (1), the planning commission shall make a recommendation to the governing body that no update to the land use plan or future land use map is necessary.

(3) After receiving the recommendation of the planning commission, the governing body may direct that an update of the land use plan, future land use map, or both be completed or may readopt the current land use plan, future land use map, or both.

(4) (a) In developing, drafting, and considering an update to the land use plan or future land use map, the planning commission shall follow the process set forth in [section 7] with respect to the changes proposed to the land use plan or future land use map.

(b) If the planning commission finds new or increased impacts resulting from the land use plan or future land use map, the local government shall collect additional data and conduct additional analysis necessary to provide the governing body and the public with the opportunity to comment on and consider all potential impacts resulting from an update to the land use plan or future land use map.

(5) At any time before an update is required after a review under subsection (1), the local governing body may direct that an update to the land use plan or future land use map be prepared for consideration by the planning commission and for recommendation to the governing body.

(6) Once an update to the land use plan or future land use map is adopted or the land use plan or future land use map is readopted, the information and analysis contained within the land use plan and future land use map must be considered accurate for the purposes of making site-specific development decisions in substantial compliance with the land use plan and future land use map.

Section 9. Existing conditions and population projections. (1) The land use plan must include, at a minimum, inventories and descriptions of existing conditions of housing, local services and facilities, economic development, natural resources, environment, and hazards, and land use within the jurisdictional boundaries of the land use plan.

(2) As set forth in [sections 10 through 17], the land use plan must include, at minimum, a description, map, and analysis of how the jurisdiction will accommodate its projected population over the next 20 years and the expected impacts of the development in the areas of housing, local services and facilities, economic development, natural resources, environment, and hazards.

(3) The inventories and descriptions in the plan must be based on up-to-date surveys, maps, diagrams, charts, descriptive material, studies, and reports necessary to explain and supplement the analysis of each section of the land use plan.

(4) (a) A jurisdiction shall use demographics provided by:

- (i) the most recent decennial census or census estimate of the United States census bureau; and
- (ii) population projections for a 20-year period based on permanent and seasonal population

estimates:

- (A) provided by demographics published by the department of commerce;
- (B) generated by the local government; or
- (C) produced by a professional firm specializing in projections.

(b) When a population projection is not available, population projections for the jurisdiction must be reflective of the area's proportional share of the total county population and the total county population growth.

Section 10. Housing. (1) A local governing body shall identify and analyze existing and projected housing needs for the projected population of the jurisdiction and provide regulations that allow for the rehabilitation, improvement, or development of the number of housing units needed, as identified in the land use plan and future land use map, including:

(a) a quantification of the jurisdiction's existing and projected needed housing types, including location, age, condition, and occupancy required to accommodate existing and estimated population projections;

- (b) an inventory of sites, including zoned, unzoned, vacant, underutilized, and potential redevelopment sites, available to meet the jurisdiction's needed housing types;
 - (c) an analysis of any constraints to housing development, such as zoning, development standards, and infrastructure needs and capacity, and the identification of market-based incentives that may affect or encourage the development of needed housing types; and
 - (d) a detailed description of what actions the jurisdiction may take to accommodate the projected needed housing types identified in subsection (1)(a).
- (2) The housing section of the land use plan and future land use map may incorporate by reference any information or policies identified in other housing needs assessments adopted by the governing body.
- (3) If, after performing the analysis required in subsection (1), the local government determines that the total needed housing types may not be met due to lack of resources, development sites, infrastructure capacity, or other documented constraints, the local government shall establish the minimum number of housing units that may be rehabilitated, improved, or developed within the jurisdiction over the 20-year planning period and the actions the local government may take to remove constraints to the development of those units over that period.
- (4) Progress toward the construction of the housing units identified as needed to meet projected housing needs during the 20-year planning period of the land use plan must be documented at each fifth year review of the land use plan as required in [section 8].
- (5) The amount of detail provided in the analysis beyond the minimum criteria established in this section is at the discretion of the local governing body.

Section 11. Local services and facilities. (1) The land use plan must:

- (a) determine the existing and anticipated levels of public safety and emergency services necessary to serve the projected population of the jurisdiction, including law enforcement, fire protection, emergency management system agencies, and local health care organizations;
- (b) contain an inventory and map of existing fire protection, law enforcement, and emergency service jurisdictional areas and anticipated response times, a description of mutual aid or cooperative service

agreements, and the location of hospitals or clinics in the jurisdiction;

(c) identify capital and service improvements for fire, law enforcement, emergency services, and health services for the jurisdictional area necessary to meet the projected population;

(d) determine the existing capacity, existing deficiencies, planned expansion, and anticipated levels of utility services necessary to serve the projected population in the jurisdiction, including water, wastewater, and storm water systems, solid waste disposal, and other utility services, as identified by the local government;

(e) contain an inventory and map of all utility service areas, system networks, and facilities;

(f) identify local utility capital and service improvements for the jurisdictional area necessary to meet the projected population;

(g) determine the existing capacity, existing deficiencies, planned expansion, and anticipated improvements to the transportation network serving the jurisdictional area necessary to serve the projected population in the jurisdiction;

(h) contain an inventory and classification map of all existing and planned roads within the jurisdictional area, including major highways, secondary highways, and local routes, all non-motorized routes, including bike lanes and pedestrian thoroughfares, and all public transit systems and facilities; and

(i) identify planned capital and service transportation improvements necessary to serve the projected population.

(2) The local government shall:

(a) coordinate with school districts within the jurisdiction to determine the existing capacity of, planned expansion of, and anticipated improvements necessary for the local K-12 school system to serve the projected population in the jurisdiction; and

(b) request that the local school district provide any inventory and maps of existing K-12 educational facilities within the jurisdictional area and identify any capital and service improvements necessary to meet the projected population.

(3) The local government may include an analysis of existing capacity and service levels, planned expansions of, and anticipated improvements necessary to provide other services to the projected population in the jurisdiction.

(4) The local government may incorporate by reference any information or policies identified in other relevant local services or facilities assessments adopted by the local governing body, such as a capital improvements plan or an impact fee study.

(5) The amount of detail provided in the analysis beyond the minimum criteria established in this section is at the discretion of the local governing body.

Section 12. Economic development. (1) The land use plan must:

- (a) assess existing and potential commercial, industrial, small business, and institutional enterprises in the jurisdiction, including the types of sites and supporting services needed by the enterprises;
 - (b) summarize job composition and trends by industry sector, including existing labor force characteristics and future labor force requirements, for existing and potential enterprises in the jurisdiction;
 - (c) assess the extent to which local characteristics, assets, and resources support or constrain existing and potential enterprises, including access to transportation to market goods and services, and assess historic, cultural, and scenic resources and their relationship to private sector success in the jurisdiction;
 - (d) inventory sites within the jurisdiction, including zoned, unzoned, vacant, underutilized, and potentially redeveloped sites, available to meet the jurisdiction's economic development needs;
 - (e) assess the adequacy of existing and projected local facilities and services, schools, housing stock, and other land uses necessary to support existing and potential commercial, industrial, and institutional enterprises; and
 - (f) assess the financial feasibility of supporting anticipated economic growth in the jurisdiction.
- (2) The local government may incorporate by reference any information or policies identified in other relevant economic development assessments.
- (3) The amount of detail provided in the analysis beyond the minimum criteria established in this section is at the discretion of the local governing body.

Section 13. Natural resources, environment, and hazards. (1) The land use plan must:

- (a) include inventories and maps of natural resources within the jurisdiction, including but not limited to agricultural lands, agricultural water user facilities, minerals, sand and gravel resources, forestry

lands, and other natural resources identified by the local government;

(b) describe the natural resource characteristics of the jurisdictional area, including a summary of historical natural resource utilization, data on existing utilization, and projected future trends;

(c) include an inventory, maps, and description of the natural environment of the jurisdictional area, including a summary of important natural features and the conditions of and real and potential threats to soils, geology, topography, vegetation, surface water, groundwater, aquifers, floodplains, scenic resources, wildlife, wildlife habitat, wildlife corridors, and wildlife nesting sites within the jurisdiction; and

(d) include maps of, identify factors related to, and describe natural hazards within the jurisdictional area, including flooding, fire, earthquakes, steep slopes and other known geologic hazards and other natural hazards identified by the jurisdiction, with a summary of past significant events resulting from natural hazards that includes:

(i) a description of land use constraints resulting from natural hazards;

(ii) a description of the efforts that have been taken within the local jurisdiction to mitigate the impact of natural hazards; and

(iii) a description of the role that natural resources and the environment play in the local economy.

(2) The local government may incorporate by reference any information or policies identified in other relevant assessments of natural resources, environment, or hazards.

(3) The amount of detail provided in the analysis beyond the minimum criteria established in this section is at the discretion of the local governing body.

Section 14. Land use and future land use map. (1) A land use plan must include a future land use map and a written description of the proposed general distribution, location, and extent of residential, commercial, mixed, industrial, agricultural, recreational, and conservation uses of land and other categories of public and private uses, as determined by the local government.

(2) The future land use map must reflect the anticipated and preferred pattern and intensities of development for the jurisdiction over the next 20 years, based on the information, analysis, and public input collected, considered, and relevant to the population projections for and economic development of the jurisdiction and the housing and local services needed to accommodate those projections, while acknowledging

and addressing the natural resource, environment, and natural hazards of the jurisdiction.

(3) The future land use map may not confer any authority to regulate what is not otherwise specifically authorized in [sections 1 through 38].

(4) The future land use map and the written description must include:

(a) a statement of intent describing the jurisdiction's applicable zoning, subdivision, and other land use regulations;

(b) descriptions of existing and future land uses, including:

(i) categories of public and private use;

(ii) general descriptions of use types and densities of those uses;

(iii) general descriptions of population; and

(iv) other aspects of the built environment;

(c) geographic distribution of future land uses in the jurisdiction, anticipated over a 20-year planning period that specifically demonstrate:

(i) adequate land to support the projected population in all land use types in areas where local services can be adequately and cost-effectively provided for that population;

(ii) adequate sites to accommodate the type and supply of housing needed for the projected population; and

(iii) areas of the jurisdiction that are not generally suitable for development and the reason, based on the constraints identified through the land use plan analysis;

(d) a statement acknowledging areas within the jurisdiction known to be subject to covenants, codes, and restrictions that may limit the type, density, or intensity of housing development projected in the future land use map; and

(e) areas of or adjacent to the jurisdiction subject to increased growth pressures, higher development densities, or other urban development influences.

(5) To the greatest extent possible, local governments shall create compatibility in the land use plans and future land use map in those areas identified in subsection (4)(e).

(6) The land use plan may:

(a) provide information required by a federal land management agency for the local governing

body to establish or maintain coordination or cooperating agency status; and

(b) incorporate by reference any information or policies identified in other relevant assessments adopted by the local governing body, such as a pre-disaster mitigation plan or wildfire protection plan.

(7) The amount of detail provided in the analysis beyond the minimum criteria established in this section is at the discretion of the local governing body.

Section 15. Area plans. (1) A local governing body may adopt area plans for a portion of the jurisdiction to provide a more localized analysis of all or any part of a land use plan. An area plan may include but is not limited to a neighborhood plan, a corridor plan, or a subarea plan.

(2) The adoption, amendment, or update of an area plan must follow the same process as a land use plan provided for in [sections 7 through 17] and may be adopted as an amendment to the land use plan.

(3) The area plan must be in substantial compliance with the land use plan. To the extent an area plan is inconsistent with the land use plan, the land use plan controls.

Section 16. Issue plans. (1) A local governing body may adopt issue plans for all or part of a jurisdiction that provide a more detailed or thorough analysis for any component of the land use plan.

(2) The adoption, amendment, or update of an issue plan must follow the same process as a land use plan provided for in [sections 7 through 17].

(3) If an issue plan covers the jurisdictional area of the land use plan, the issue plan may serve as the detailed analysis required in the land use plan.

Section 17. Implementation. (1) The land use plan and future land use map is not a regulatory document and must include an implementation section that:

(a) establishes meaningful and predictable implementation measures for the use and development of land within the jurisdiction based on the contents of the land use plan and future land use map;

(b) provides meaningful direction for the content of more detailed land use regulations and future land use maps; and

(c) requires identification of those programs, activities, actions, or land use regulations that may be

part of the overall strategy of the jurisdiction for implementing the land use plan.

(2) The implementation section of the land use plan must include:

(a) if the local jurisdiction does not have current zoning regulations, a schedule by which zoning regulations and a zoning map will be adopted in accordance with the deadlines set forth in [section 5];

(b) if the local jurisdiction has current zoning regulations, an analysis of whether any inconsistencies exist between current zoning regulations and the land use plan and future land use map, including a map of the inconsistencies. If inconsistencies exist, the local government shall identify:

(i) specific implementation actions necessary to amend the zoning regulations and the zoning map to bring the zoning regulations and zoning map into substantial compliance with the land use plan and future land use map;

(ii) a schedule for amending the zoning regulations and zoning map to be in substantial compliance with the land use plan and future land use map, in accordance with the deadlines set forth in [section 5];

(iii) a schedule for adopting a capital improvements program or for amending an existing capital improvements program to be in substantial compliance with the land use plan and future land use map;

(iv) a schedule for expanding or replacing public facilities and the anticipated costs and revenue sources proposed to meet those costs, which must be reflected in a jurisdiction's capital improvement program;

(v) if applicable, a schedule for updating the plan for extension of services required in 7-2-4732 to be in substantial compliance with the land use plan; and

(vi) a schedule for implementing any other specific actions necessary to achieve the components of the land use plan, including a timeframe or prioritization of each specific public action; and

(c) procedures for monitoring and evaluating the local government's progress toward meeting the implementation schedule.

Section 18. Authority to adopt local zoning regulations. (1) (a) A local government subject to [sections 1 through 38], within its respective jurisdiction, has the authority to and shall regulate the use of land in substantial compliance with its adopted land use plan by adopting zoning regulations.

(b) The governing body of a county or city has the authority to adopt zoning regulations in

accordance with [sections 18 through 24] by an ordinance that substantially complies with 7-5-103 through 7-5-107.

(c) A municipality shall adopt zoning regulations for the portions of the jurisdictional area outside of the boundaries of the municipality that the governing body anticipates may be annexed into the municipality over the next 20 years. Unless otherwise agreed to by the applicable jurisdictions, zoning regulations on property outside the municipal boundaries may not apply or be enforced until those areas are annexed or are being annexed into the municipality.

(2) Local zoning regulations authorized in subsection (1) include but are not limited to ordinances prescribing the:

- (a) uses of land;
- (b) density of uses;
- (c) types of uses;
- (d) size, character, number, form, and mass of structures; and
- (e) development standards mitigating the impacts of development, as identified and analyzed

during the land use planning process and review and adoption of zoning regulations pursuant to [sections 1 through 38].

(3) The local government shall incorporate any existing zoning regulations adopted pursuant to Title 76, chapter 2, into the zoning regulations meeting the requirements of [sections 1 through 38].

(4) The local government shall adopt a zoning map for the jurisdiction in substantial compliance with the land use plan and future land use map and the zoning regulations adopted pursuant to this section, graphically illustrating the zone or zones that a property within the jurisdiction is subject to.

(5) The local government may provide for the issuance of permits as may be necessary for the implementation of [sections 1 through 38].

(6) (a) The zoning regulations and map must identify areas that may necessitate the denial of a development or a specific type of development, such as unmitigable natural hazards, insufficient water supply, inadequate drainage, lack of access, inadequate public services, or the excessive expenditure of public funds for the supply of the services.

(b) The regulations must prohibit development in the areas identified in subsection (6)(a) unless

the hazards or impacts may be eliminated or overcome by approved construction techniques or other mitigation measures identified in the zoning regulations.

(c) Approved construction techniques or other mitigation measures described in subsection (6)(b) may not include building regulations as defined in 50-60-101 other than those identified by the department of labor and industry as provided in 50-60-901.

(7) The zoning regulations and map must mitigate the hazards created by development in areas located within the floodway of a flood of 100-year frequency, as defined by Title 76, chapter 5, or determined to be subject to flooding by the governing body. If the hazards cannot be mitigated, the zoning regulations and map must identify those areas where future development is limited or prohibited.

(8) The zoning regulations must allow for the continued use of land or buildings legal at the time that any zoning regulation, map, or amendment thereto is adopted, but the local government may provide grounds for discontinuing nonconforming uses based on changes to or abandonment of the use of the land or buildings after the adoption of a zoning regulation, map, or amendment.

Section 19. Encouragement of development of housing. (1) The zoning regulations authorized in [section 18] must include a minimum of five of the following housing strategies, applicable to the majority of the area, where residential development is permitted in the jurisdictional area:

- (a) allow, as a permitted use, for at least a duplex where a single-unit dwelling is permitted;
- (b) zone for higher density housing near transit stations, places of employment, higher education facilities, and other appropriate population centers, as determined by the local government;
- (c) eliminate or reduce off-street parking requirements to require no more than one parking space per dwelling unit;
- (d) eliminate impact fees for accessory dwelling units or developments that include multi-unit dwellings or reduce the fees by at least 25%;
- (e) allow, as a permitted use, for at least one internal or detached accessory dwelling unit on a lot with a single-unit dwelling occupied as a primary residence;
- (f) allow for single-room occupancy developments;
- (g) allow, as a permitted use, a triplex or fourplex where a single-unit dwelling is permitted;

- (h) eliminate minimum lot sizes or reduce the existing minimum lot size required by at least 25%;
 - (i) eliminate aesthetic, material, shape, bulk, size, floor area, and other massing requirements for multi-unit dwellings or mixed-use developments or remove at least half of those requirements;
 - (j) provide for zoning that specifically allows or encourages the development of tiny houses, as defined in Appendix Q of the International Residential Code as it was printed on January 1, 2023;
 - (k) eliminate setback requirements or reduce existing setback requirements by at least 25%;
 - (l) increase building height limits for dwelling units by at least 25%;
 - (m) allow multi-unit dwellings or mixed-use development as a permitted use on all lots where office, retail, or commercial are primary permitted uses; or
 - (n) allow multi-unit dwellings as a permitted use on all lots where triplexes or fourplexes are permitted uses.
- (2) If a local government's existing zoning ordinance adopted pursuant to Title 76, chapter 2, before [the effective date of this act] does not contain a zoning regulation that is listed as a regulation to be eliminated or reduced in subsection (1), that strategy is considered adopted by the local government.
- (3) If the adoption of a housing strategy allowed in subsection (1) subsumes another housing strategy allowed in subsection (1), only one strategy may be considered to have been adopted by the local government.

Section 20. Limitations on zoning authority. (1) A local government acting pursuant to [sections 18

through 24] may not:

- (a) treat manufactured housing units differently from any other residential units;
- (b) include in a zoning regulation any requirement to:
 - (i) pay a fee for the purpose of providing housing for specified income levels or at specified sale prices; or
 - (ii) dedicate real property for the purpose of providing housing for specified income levels or at specified sale prices, including a payment or other contribution to a local housing authority or the reservation of real property for future development of housing for specified income levels or specified sale prices;
- (c) prevent the erection of an amateur radio antenna at heights and dimensions sufficient to

accommodate amateur radio service communications by a person who holds an unrevoked and unexpired official amateur radio station license and operator's license, "technician" or higher class, issued by the federal communications commission of the United States;

(d) establish a maximum height limit for an amateur radio antenna of less than 100 feet above the ground;

(e) subject to subsection (2) and outside of incorporated municipalities, prevent the complete use, development, or recovery of any mineral, forest, or agricultural resources identified in the land use plan, except that the use, development, or recovery may be reasonably conditioned or prohibited within residential zones;

(f) except as provided in subsection (3), treat the following differently from any other residential use of property:

(i) a foster home, kinship foster home, youth shelter care facility, or youth group home operated under the provisions of 52-2-621 through 52-2-623, if the home or facility provides care on a 24-hour-a-day basis;

(ii) a community residential facility serving eight or fewer persons, if the facility provides care on a 24-hour-a-day basis; or

(iii) a family day-care home or a group day-care home registered by the department of public health and human services under Title 52, chapter 2, part 7;

(g) except as provided in subsection (3), apply any safety or sanitary regulation of the department of public health and human services or any other agency of the state or a political subdivision of the state that is not applicable to residential occupancies in general to a community residential facility serving 8 or fewer persons or to a day-care home serving 12 or fewer children; or

(h) prohibit any existing agricultural activities or force the termination of any existing agricultural activities outside the boundaries of an incorporated city, including agricultural activities that were established outside the corporate limits of a municipality and thereafter annexed into the municipality.

(2) Regulations that condition or prohibit uses pursuant to subsection (1)(e) must be in effect prior to the filing of a permit application or at the time a written request is received for a preapplication meeting pursuant to 82-4-432.

(3) Except for a day-care home registered by the department of public health and human services,

a local government may impose zoning standards and conditions on any type of home or facility identified in subsections (1)(f) and (1)(g) if those zoning standards and conditions do not conflict with the requirements of subsections (1)(f) and (1)(g).

Section 21. Adoption and amendment of zoning regulations. (1) (a) The governing body shall adopt or amend a zoning regulation or map only after consideration by and on the recommendation of the planning commission.

(b) An amendment to an adopted zoning regulation or map may be initiated:

- (i) by majority vote of the governing body;
- (ii) on petition of at least 15% of the electors of the local government jurisdiction to which the regulations apply, as registered at the last general election; or
- (iii) by a property owner, as related to an application for any zoning, subdivision, or other land use permit or approval.

(2) Prior to making a recommendation to the governing body to adopt or amend a zoning regulation or map, the planning commission shall:

- (a) provide public notice and participation in accordance with [section 6];
- (b) accept, consider, and respond to public comment on the proposed zoning regulation, map, or amendment. All public comment must be part of the administrative record transmitted to the governing body.
- (c) make a preliminary determination as to whether the zoning regulation and map as proposed or as amended would be in substantial compliance with the land use plan, including whether the zoning regulation or map:
 - (i) accommodates the projected needed housing types identified in [section 10];
 - (ii) contains five or more specific strategies from [section 19] to encourage the development of housing within the jurisdiction;
 - (iii) reflects allowable uses and densities in areas that may be adequately served by public safety, emergency, utility, transportation, education, and any other local facilities or services identified by the local government in [section 11];
 - (iv) allows sufficient area for existing, new, or expanding commercial, industrial, and institutional

enterprises the local government has identified in [section 12] for targeted economic growth in the jurisdiction;

(v) protects and maximizes the potential use of natural resources within the area, as identified in [section 13];

(vi) minimizes or avoids impacts to the natural environment within the area, as identified in [section 13]; and

(vii) avoids or minimizes dangers associated with natural hazards in the jurisdiction, as identified in [section 13]; and

(d) preliminarily determine whether the proposed zoning regulation, map, or amendment results in new or increased impacts to or from local facilities, services, natural resources, natural environment, or natural hazards from those previously described and analyzed in the assessment conducted for the land use plan.

(3) If the planning commission finds new or increased impacts from the proposed regulation, map, or amendment, as provided in subsection (2)(d), the local government shall collect additional data and conduct additional analysis necessary to provide the planning commission and the public with the opportunity to comment on and consider all potential impacts resulting from adoption of the zoning regulation, map, or amendment.

(4) After meeting the requirements of subsections (2) and (3), the planning commission shall make a final recommendation to the governing body to approve, modify, or reject the proposed zoning regulation, map, or amendment.

(5) (a) The governing body shall consider each zoning regulation, map, or amendment that the planning commission recommends to the governing body.

(b) After providing public notice and participation in accordance with [section 6], the governing body may adopt, adopt with revisions the governing body considers appropriate, or reject the zoning regulation, map, or amendment as proposed by the planning commission.

(c) The governing body may not condition an amendment to a zoning regulation or map.

(d) The governing body may not adopt or amend a zoning regulation or map unless the governing body finds that:

(i) the regulation, map, or amendment is in substantial compliance with the land use plan; and

(ii) the impacts resulting from development in substantial compliance with the proposed zoning

regulation, map, or amendment have been made available for public review and comment and have been fully considered by the governing body.

(6) After the zoning regulation, map, or amendment has been adopted by the governing body, there is a presumption that:

(a) all permitting in substantial compliance with the zoning regulation, map, or amendment is in substantial compliance with the land use plan; and

(b) the public has been provided a meaningful opportunity to participate.

Section 22. Effect on zoning regulations and map. (1) After the adoption of a zoning regulation, map, or amendment pursuant to [section 21], any application proposing development of a site is subject to the process set forth in this section.

(2) (a) When a proposed development lies entirely within an incorporated city, or is proposed for annexation into the city, the application must be submitted to and approved by the city.

(b) Except as provided in subsections (2)(a) or (2)(c), when a proposed development lies entirely in an unincorporated area, the application must be submitted to and approved by the county.

(c) If a proposed development lies within an area subject to increased growth pressures, higher development densities, or other urban development influences identified by either jurisdiction in [section 14], the jurisdiction shall provide other impacted jurisdictions the opportunity to review and comment on the application.

(d) If the proposed development lies partly within an incorporated city, the application and materials must be submitted to and approved by both the city and the county governing bodies.

(3) Zoning compliance permits and other ministerial permits may be issued by the planning administrator or the planning administrator's designee without any further review or analysis by the governing body, except as provided in [section 37].

(4) If a proposed development, with or without variances or deviations from adopted standards, is in substantial compliance with the zoning regulations or map and all impacts resulting from the development were previously analyzed and made available for public review and comment prior to the adoption of the land use plan, zoning regulation, map, or amendment thereto, the application must be approved, approved with conditions, or denied by the planning administrator and is not subject to any further public review or comment,

except as provided in [section 37].

(5) (a) If a proposed development, with or without variances or deviations from adopted standards, is in substantial compliance with the zoning regulations and map but may result in new or significantly increased potential impacts that have not been previously identified and considered in the adoption of the land use plan or zoning regulations, the planning administrator shall proceed as follows:

(b) request that the applicant collect any additional data and perform any additional analysis necessary to provide the planning administrator and the public with the opportunity to comment on and consider the impacts identified in subsection (5)(a);

(c) collect any additional data or perform additional analysis the planning administrator determines is necessary to provide the local government and the public with the opportunity to comment on and consider the impacts identified in subsection (5)(a); and

(d) provide notice of a 15-business day written comment period during which the public has the reasonable opportunity to participate in the consideration of the impacts identified in subsection (5)(a).

(6) (a) Any additional analysis or public comment on a proposed development described in subsection (5) must be limited to only any new or significantly increased impacts potentially resulting from the proposed development, to the extent the impact was not previously identified or considered in the adoption or amendment of the land use plan or zoning regulations.

(b) The planning administrator shall approve, approve with conditions, or deny the application. The planning administrator's decision is final and no further action may be taken except as provided in [section 37].

(7) If an applicant proposes to develop a site in a manner or to an extent that the development is not in substantial compliance with the zoning regulations or map, the applicant shall propose an amendment to the regulations or map and follow the process provided for in [section 21].

Section 23. Zoning and annexation. (1) A municipality shall review and consider a proposed annexation in conjunction with the zoning regulations for the property to be annexed adopted pursuant to [section 18(1)(c)] following the procedures set forth in [section 22].

(2) The joint public process authorized in subsection (1) fulfills the notice and public hearing requirements for a proposed annexation required in Title 7, chapter 2, parts 42 through 47.

Section 24. Interim zoning ordinances. (1) A local government, to protect the public safety, health, and welfare and without following the procedures otherwise required prior to adopting a zoning regulation, may adopt an interim zoning ordinance as an urgency measure to regulate or prohibit uses that may conflict with a zoning proposal that the governing body is considering or studying or intends to study within a reasonable time.

(2) Before adopting an interim zoning ordinance, the governing body shall first hold a public hearing upon notice reasonably designed to inform all affected parties. A notice must be published in a newspaper of general circulation at least 7 days before the public hearing.

(3) An interim zoning ordinance takes effect immediately on passage and approval after first reading

and may be in effect no longer than 1 year from the date of its adoption.

(4) A local government may not act under the authority provided for in this section until the local government has adopted a land use plan and zoning regulations pursuant to [sections 1 through 38].

Section 25. Authority to adopt local subdivision regulations -- limitations. (1) Within its respective jurisdiction, a local government shall regulate the creation of lots in substantial compliance with its adopted land use plan and zoning regulations by adopting subdivision regulations.

(b) The governing body of a county or city has the authority to adopt subdivision regulations in accordance with [sections 25 through 34] by an ordinance that substantially complies with 7-5-103 through 7-5-107.

(c) A municipality shall adopt subdivision regulations for those portions of the jurisdictional area outside the boundaries of the municipality that the governing body anticipates may be annexed into the municipality over the next 20 years. Unless otherwise agreed to by the applicable jurisdictions, subdivision regulations on property outside the municipal boundaries may not apply or be enforced until the areas are annexed or being annexed into the municipality.

(2) The subdivision regulations must provide a process for the application and consideration of subdivision exemptions, certificates of survey, preliminary plats, and final plats as necessary for the implementation of [sections 1 through 38].

(3) (a) A local governing body may not require, as a condition for approval of a subdivision under this [sections 25 through 34]:

(i) the payment of a fee for the purpose of providing housing for specified income levels or at specified sale prices; or

(ii) the dedication of real property for the purpose of providing housing for specified income levels or at specified sale prices.

(b) A dedication of real property prohibited in subsection (3)(a)(ii) includes a payment or other contribution to a local housing authority or the reservation of real property for future development of housing for specified income levels or specified sale prices.

(4) The local governing body may not change, in the subdivision regulations or in the process for subdividing, any timelines or procedural requirements for an application to subdivide other than provided for in [sections 25 through 34].

Section 26. Exemptions to subdivision review. (1) The following divisions of land, if made in substantial compliance with zoning regulations adopted pursuant to [sections 18 through 24], are not subject to the requirements of [sections 1 through 38]:

(a) subject to subsection (2), the creation of four or fewer new lots or parcels from an original lot or parcel:

(i) by order of a court of record in this state;

(ii) by operation of law; or

(iii) that, in the absence of agreement between the parties to a sale, could be created by court order in this state pursuant to the law of eminent domain, Title 70, chapter 30;

(b) subject to subsection (3), the creation of a lot to provide security for mortgages, liens, or trust indentures for the purpose of construction, improvements to the land being divided, or refinancing, if the land that is divided is not conveyed to any entity other than the financial or lending institution to which the mortgage, lien, or trust indenture was given or to a purchaser upon foreclosure of the mortgage, lien, or trust indenture;

(c) the creation of an interest in oil, gas, minerals, or water that is severed from the surface ownership of real property;

- (d) the creation of cemetery lots;
 - (e) the reservation of a life estate on a portion of a tract of record;
 - (f) the lease or rental of a portion of a tract of record for farming and agricultural purposes;
 - (g) the division of property over which the state does not have jurisdiction;
 - (h) the creation of rights-of-way or utility sites;
 - (i) the creation of condominiums, townhomes, townhouses, or conversions, as those terms are defined in 70-23-102, when any applicable park dedication requirements as set forth in [sections 18 through 24] are complied with;
 - (j) the lease or rental of contiguous airport-related land owned by a city, a county, the state, or a municipal or regional airport authority;
 - (k) subject to subsection (4), a division of state-owned land, unless the division creates a second or subsequent residential parcel from a single tract for sale, rent, or lease after July 1, 1974;
 - (l) the creation of lots by deed, contract, lease, or other conveyance executed prior to July 1, 1974;
 - (m) the relocation of common boundary lines between or aggregations of adjoining properties that does not result in an increase in the number of lots;
 - (n) a single gift or sale in each county to each member of the landowner's immediate family; or
 - (o) subject to subsection (5), the creation of lots by deed, contract, lease, or other conveyance in which the landowner enters into a covenant with the governing body that runs with the land that provides that the divided land must be used exclusively for agricultural purposes.
- (2) Before a court of record orders a division of land under subsection (1)(a), the court shall notify the governing body of the pending division and allow the governing body to present written comment on the division.
- (3) A transfer of divided land by the owner of the property at the time that the land was divided to any party other than those identified in subsection (1)(b) subjects the division of land to the requirements of [sections 1 through 38].
- (4) Instruments of transfer of land that is acquired for state highways may refer by parcel and project number to state highway plans that have been recorded in compliance with 60-2-209 and are exempted

from the surveying and platting requirements of [sections 1 through 38]. If the parcels are not shown on highway plans of record, instruments of transfer of the parcels must be accompanied by and refer to appropriate certificates of survey and plats when presented for recording.

(5) The governing body, in its discretion, may revoke the covenant provided for in subsection (1)(o) without subdivision review if the original lot lines are restored through aggregation of the covenanted land prior to or in conjunction with the revoking of the covenant.

Section 27. Adoption and amendment of subdivision regulations. (1) (a) The governing body shall adopt or amend subdivision regulations only after consideration by and on the recommendation of the planning commission.

(b) An amendment to adopted subdivision regulations may be initiated:

(i) by majority vote of the governing body;

(ii) on petition of at least 15% of the electors of the local government jurisdiction to which the regulations apply, as registered at the last general election; or

(iii) by a property owner, as related to an application for any zoning, subdivision, or other land use permit or approval.

(2) Prior to making a recommendation to the governing body to adopt or amend subdivision regulations, the planning commission shall:

(a) provide public notice and participation in accordance with [section 6];

(b) accept, consider, and respond to public comment on the proposed subdivision regulation or amendment to a subdivision regulation. All public comment must be part of the administrative record transmitted to the governing body.

(c) make a preliminary determination as to whether the subdivision regulation or amendment to a subdivision regulation is in substantial compliance with the land use plan and zoning regulations, including whether the regulation or amendment:

(i) enables the development of projected needed housing types identified in the land use plan and zoning regulations;

(ii) reflects applicable strategies from the land use plan and zoning regulations to encourage the

development of housing within the jurisdiction;

(iii) facilitates the adequate provision of public safety, emergency, utility, transportation, education, and any other local facilities or services for proposed development, as identified in the land use plan and zoning regulations;

(iv) reflects standards that provide for existing, new, or expanding commercial, industrial, and institutional enterprises identified in the land use plan and zoning regulations for economic growth;

(v) protects and maximizes the potential use of natural resources within the area, as identified in the land use plan and zoning regulations;

(vi) contains standards that minimize or avoid impacts to the natural environment within the area, as identified in the land use plan and zoning regulations; and

(vii) contains standards that avoid or minimize dangers associated with natural hazards in the jurisdiction, as identified in the land use plan and zoning regulations; and

(d) preliminarily determine whether the proposed subdivision regulation or amendment to a subdivision regulation results in new or increased potential impacts to or from local facilities, services, natural resources, natural environment, or natural hazards from those previously described and analyzed in the assessments conducted for the land use plan and zoning regulations.

(3) If the planning commission finds new or increased potential impacts from the proposed regulation or amendment to a regulation pursuant to subsection (2)(d), the local government shall collect additional data and conduct additional analysis necessary to provide the planning commission and the public with the opportunity, pursuant to [section 6], to comment on and consider all potential impacts resulting from adoption of the subdivision regulation or amendment to a subdivision regulation.

(4) After meeting the requirements of subsection (2), the planning commission shall make a final recommendation to the governing body to approve, modify, or reject the proposed subdivision regulation or amendment to a subdivision regulation.

(5) (a) The governing body shall consider each subdivision regulation or amendment to a subdivision regulation that the planning commission recommends to the governing body.

(b) After providing public notice and participation in accordance with [section 6], the governing body may adopt, adopt with revisions that the governing body considers appropriate, or reject the subdivision

regulation or amendment to a subdivision regulation as proposed by the planning commission.

(c) The governing body may not adopt or amend a subdivision regulation unless the governing body finds:

(i) the subdivision regulation or amendment to a subdivision regulation is in substantial compliance with the land use plan and zoning regulations; and

(ii) the impacts resulting from development in substantial compliance with the proposed subdivision regulation or amendment to a subdivision regulation have been made available for public review and comment, which have been fully considered by the governing body.

(6) After the subdivision regulation or amendment to a subdivision regulation has been adopted by the governing body, there is a presumption that:

(a) all subdivisions in substantial compliance with the adopted regulation or amendment are in substantial compliance with the land use plan and zoning regulations; and

(b) the public has been provided a meaningful opportunity to participate.

Section 28. Contents of local subdivision regulations. (1) The subdivision regulations adopted under [sections 25 through 34] are limited to the following requirements:

(a) the date the regulations initially become effective under [sections 1 through 38] and the effective dates and the ordinance numbers for all subsequent amendments;

(b) design standards for all subdivisions in the jurisdiction, which may be incorporated by reference or may be based on the information and analysis contained in the land use plan and zoning regulations, including:

(i) standards for grading and erosion control;

(ii) standards for the design and arrangement of lots, streets, and roads;

(iii) standards for the location and installation of public utilities, including water supply and sewage and solid waste disposal;

(iv) standards for the provision of other public improvements; and

(v) legal and physical access to all lots;

(c) when a subdivision creates parcels with lot sizes averaging less than 5 acres, a requirement

that the subdivider:

(i) reserve all or a portion of the appropriation water rights owned by the owner of the subject property, transfer the water rights to a single entity for use by landowners within the subdivision who have a legal right to the water, and reserve and sever any remaining surface water rights from the land;

(ii) if the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide the use of a water right on the subdivision lots, establish a landowner's water use agreement that is administered through a single entity and that specifies administration and the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or

(iii) reserve and sever all surface water rights from the land;

(d) except as provided in subsection (2), a requirement that the subdivider establish ditch easements that:

(i) are in locations of appropriate topographic characteristics and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or belowground pipelines for the delivery of water for irrigation to persons and lands legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots;

(ii) unless otherwise provided for under a separate written agreement or filed easement, provide for the unobstructed use and maintenance of existing water delivery ditches, pipelines, and facilities in the subdivision that are necessary to convey water through the subdivision to lands adjacent to or beyond the subdivision boundaries in quantities and in a manner that are consistent with historic and legal rights;

(iii) are a sufficient distance from the centerline of the ditch to allow for construction, repair, maintenance, and inspection of the ditch; and

(iv) prohibit the placement of structures or the planting of vegetation other than grass within the ditch easement without the written permission of the ditch owner;

(e) criteria that the planning administrator must use to determine whether a proposed method of disposition using the exemptions provided in [sections 1 through 38] is an attempt to evade the requirements of [sections 1 through 38];

(f) a list of the materials that must be included in order for the application to be determined

complete;

(g) subject to subsection (4), identification of circumstances or conditions that may necessitate the denial of any or specific types of development, such as unmitigable natural hazards, insufficient water supply, inadequate drainage, lack of access, inadequate public services, or the excessive expenditure of public funds for the supply of the services;

(h) subject to subsection (5), a list of public utilities and agencies of local, state, and federal government that the local government must seek input from during review of an application and for what information or analysis; or

(i) subject to subsection (6), requirements for the dedication of land, cash-in-lieu thereof, or a combination of both for parks and recreation purposes, not to exceed 0.03 acres per dwelling unit.

(2) A land donation under this section may be inside or outside of the subdivision.

(3) The regulations may not require ditch easements if:

(a) the average lot size is 1 acre or less and the subdivider provides for disclosure, in a manner acceptable to the governing body, that adequately notifies potential buyers of lots that are classified as irrigated land that the lots may continue to be assessed for irrigation water delivery even though the water may not be deliverable; or

(b) the water rights are removed or the process has been initiated to remove the water rights from the subdivided land through an appropriate legal or administrative process and the removal or intended removal is denoted on the preliminary plat. If removal of water rights is not complete upon filing of the final plat, the subdivider shall provide written notification to prospective buyers of the intent to remove the water right and shall document that intent, when applicable, in agreements and legal documents for related sales transactions.

(4) (a) The regulations must prohibit development in circumstances or conditions identified in subsection (1)(g) unless the hazards or impacts may be eliminated or overcome by approved construction techniques or other mitigation measures identified in the subdivision regulations.

(b) Approved construction techniques or other mitigation measures described in subsection (4)(a) may not include building regulations as defined in 50-60-101 other than those identified by the department of labor and industry as provided in 50-60-901.

(5) If a proposed subdivision is situated within a rural school district, as described in 20-9-615, the

local government shall provide a copy of the application and preliminary plat to the school district.

- (6) (a) A park dedication may not be required for:
 - (i) land proposed for subdivision into parcels larger than 5 acres;
 - (ii) subdivision into parcels that are all nonresidential;
 - (iii) a subdivision in which parcels are not created, except when that subdivision provides multiple permanent spaces for recreational camping vehicles, mobile homes, or condominiums; or
 - (iv) a subdivision in which only one additional parcel is created.

(b) Subject to the approval of the local governing body and acceptance by the school district trustees, a subdivider may dedicate a land donation provided in subsection (6)(a) to a school district to be used for school facilities or buildings.

Section 29. Local review procedure for divisions of land. (1) An applicant may request a

preapplication submittal and response from the planning administrator prior to submitting a subdivision application. The preapplication review must take place no more than 30 business days from the date that the planning administrator receives a written request for a preapplication review from the subdivider.

(2) On receipt of an application for an exemption from subdivision review under [section 26] that contains all materials and information required by the governing body under subsection (5), the local government:

- (a) shall approve or deny the application within 20 business days;
- (b) may not impose conditions on the approval of an exemption from subdivision review except for conditions necessary to ensure compliance with the survey requirements of [section 33(1)]; and
- (c) may require the certificate of survey to be reviewed for errors and omissions in calculation or drafting by an examining land surveyor before filing with the county clerk and recorder. The examining land surveyor shall certify compliance in a printed or stamped certificate signed by the surveyor on the certificate of survey. A professional land surveyor may not act as an examining land surveyor in regard to a certificate of survey in which the surveyor has a financial or personal interest.

(3) (a) When a proposed subdivision lies entirely within an incorporated city or is proposed for annexation into the city, the application and preliminary plat must be submitted to and approved by the city.

(b) Except as provided in subsection (3)(c), when a proposed subdivision lies entirely in an unincorporated area, the application and preliminary plat must be submitted to and approved by the county.

(c) If the proposed subdivision lies within an area subject to increased growth pressures, higher development densities, or other urban development influences identified by either jurisdiction in [section 14], the jurisdiction shall provide other impacted jurisdictions the opportunity to review and comment on the application.

(d) If the proposed subdivision lies partly within an incorporated city, the application and preliminary plat must be submitted to and approved by both the city and the county governing bodies.

(4) A subdivision application is considered received on the date the application is delivered to the reviewing agent or agency if accompanied by the review fee.

(5) (a) The planning administrator has 20 business days to determine whether the application contains all information and materials necessary to complete the review of the application as set forth in the local subdivision regulations.

(b) The planning administrator may review subsequent submissions of the application only for information found to be deficient during the original review of the application under subsection (5)(a).

(c) A determination that an application contains sufficient information for review as provided in subsection (5)(a) does not ensure approval or conditional approval of the proposed subdivision and does not limit the ability of the planning administrator to request additional information during the review process.

(6) A subdivider may propose a phasing plan for approval with a preliminary plat. The phasing plan must include a phasing plan and map that demonstrates what lots will be included with each phase, what public facilities will be completed with each phase, and the timeline for the proposed phases.

(7) (a) If an application proposes a subdivision of a site that, with or without variances or deviations from adopted standards, is in substantial compliance with the zoning and subdivision regulations and all impacts resulting from the development were previously analyzed and made available for public review and comment prior to the adoption of the land use plan, zoning regulations, and subdivision regulations, or any amendment thereto, the planning administrator shall issue a written decision to approve, approve with conditions, or deny the preliminary plat.

(b) The application is not subject to any further public review or comment, except as provided in [section 37].

(c) The decision by the planning administrator must be made no later than 15 business days from the date the application is considered complete.

(8) (a) If an application proposes subdivision of a site that, with or without variances or deviations from adopted standards, is in substantial compliance with the zoning and subdivision regulations but may result in new or significantly increased potential impacts that have not been previously identified and considered in the adoption of the land use plan, zoning regulations, or subdivision regulations, or any amendments thereto, the planning administrator shall proceed as follows:

(i) request the applicant to collect additional data and perform additional analysis necessary to provide the planning administrator and the public with the opportunity to comment on and consider the impacts identified in this subsection (8)(a);

(ii) collect additional data or perform additional analysis that the planning administrator determines is necessary to provide the local government and the public with the opportunity to comment on and consider the impacts identified in this subsection (8)(a); and

(iii) provide notice of a written comment period of 15 business days during which the public must have a reasonable opportunity to participate in the consideration of the impacts identified in this subsection (8)(a).

(b) Any additional analysis or public comment on the proposed development is limited to only new or significantly increased potential impacts resulting from the proposed development to the extent that the impact was not previously identified in the consideration and adoption of the land use plan, zoning regulations, subdivision regulations, or any amendments thereto.

(9) Within 30 business days of the end of the written comment period provided in subsection (8)(a)(iii), the planning administrator shall issue a written decision to approve, conditionally approve, or deny a proposed subdivision application.

(10) The basis of the decision to approve, conditionally approve, or deny a proposed preliminary plat is based on the administrative record as a whole and a finding that the proposed subdivision:

(a) meets the requirements and standards of [sections 1 through 38];

(b) meets the survey requirements provided in [section 33(1)];

(c) provides the necessary easements within and to the proposed subdivision for the location and

installation of any planned utilities; and

(d) provides the necessary legal and physical access to each parcel within the proposed subdivision and the required notation of that access on the applicable plat and any instrument of transfer concerning the parcel.

(11) (a) The written decision must identify each finding required in subsection (10) that supports the decision to approve, conditionally approve, or deny a proposed preliminary plat, including any conditions placed on the approval that must be satisfied before a final plat may be approved.

(b) The written decision must identify all facts that support the basis for each finding and each condition and identify the regulations and statutes used in reaching each finding and each condition.

(c) When requiring mitigation as a condition of approval, a local government may not unreasonably restrict a landowner's ability to develop land. However, in some instances, the local government may determine that the impacts of a proposed development are unmitigable and preclude approval of the subdivision.

(12) The written decision to approve, conditionally approve, or deny a proposed subdivision must:

- (a) be provided to the applicant;
- (b) be made available to the public;
- (c) include information regarding the appeal process; and
- (d) state the timeframe the approval is in effect.

(13) The planning administrator's decision is final, and no further action may be taken except as provided in [section 37].

(14) Any changes to an approved preliminary plat that increases the number of lots or redesigns or rearranges six or more lots must undergo consideration and approval of an amended plat following the requirements of this section.

Section 30. Effect of preliminary plat approval. (1) (a) An approved or conditionally approved preliminary plat must be in effect for not more than 5 calendar years and not less than 1 calendar year.

(b) At the end of the period, the planning administrator may, at the request of the subdivider, extend the approval once by written agreement.

(c) On receipt of a request for an extension, the planning administrator shall determine whether

the preliminary plat remains in substantial compliance with the zoning and subdivision regulations. If the preliminary plat is no longer in substantial compliance with the zoning or subdivision regulations, the extension may not be granted.

(d) After a preliminary plat is approved, the local government may not impose any additional conditions as a prerequisite to final plat approval if the approval is obtained within the original or extended approval period.

(e) Any subsequent requests by the subdivider for extension of the approval must be reviewed and approved by the governing body.

(2) An approved or conditionally approved phased preliminary plat must be in effect for 20 calendar years.

Section 31. Local review procedure for final plats. (1) The following must be submitted with a final plat application:

(a) information demonstrating the final plat conforms to the written decision and all conditions of approval set forth on the preliminary plat;

(b) a plat that meets the survey requirements provided in [section 33(1)]; and

(c) confirmation the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

(2) The final plat may be required to be reviewed for errors and omissions in calculation or drafting by an examining land surveyor before filing with the county clerk and recorder. The examining land surveyor shall certify compliance in a printed or stamped certificate signed by the surveyor on the final plat. A professional land surveyor may not act as an examining land surveyor in regard to a plat in which the surveyor has a financial or personal interest.

(3) A final plat application is considered received on the date the application is delivered to the governing body or the agent or agency designated by the governing body if accompanied by the review fee.

(4) (a) Within 10 business days of receipt of a final plat, the planning administrator shall determine whether the final plat contains the information required under subsection (1) and shall notify the subdivider in writing.

(b) If the planning administrator determines that the final plat does not contain the information required under subsection (1), the planning administrator shall identify the final plat's defects in the notification.

(c) The planning administrator may review subsequent submissions of the final plat only for information found to be deficient during the original review of the final plat under subsection (4)(a).

(d) A determination that the application for a final plat contains sufficient information for review as provided in subsection (4)(a) does not ensure approval of the final plat and does not limit the ability of the planning administrator to request additional information during the review process.

(5) Once a determination is made under subsection (4) that the final plat contains the information required under subsection (1), the governing body shall review and approve or deny the final plat within 20 business days.

(6) The subdivider or the subdivider's agent and the governing body or its reviewing agent or agency may mutually agree to extend the review periods provided for in this section.

(7) (a) For a period of 5 years after approval of a phased preliminary plat, the subdivider may apply for final plat of any one or more phases following the process set forth in subsections (1) through (6).

(b) After 5 years have elapsed since approval of a phased preliminary plat, the planning administrator shall review each remaining phase to determine if a phase may result in new or significantly increased potential impacts that have not been previously identified and considered in the adoption of the land use plan, zoning or subdivision regulations, or review and approval of the phased preliminary plat. If the planning administrator identifies any new or significantly increased potential impacts not previously identified and considered, the planning administrator shall proceed as set forth in [section 29(8)].

(c) If necessary to mitigate impacts identified in subsection (7)(b), the planning administrator may impose conditions on any phase before final plat approval is sought.

Section 32. Filing and recordation of plats and certificates of survey. (1) (a) Except as provided in subsection (1)(b), every final plat or certificate of survey must be filed for record with the county clerk and recorder before title to the land may be sold or transferred in any manner. The clerk and recorder of the county may not accept any final plat or certificate of survey for record that has not been approved in accordance with [sections 25 through 34] unless the final plat or certificate of survey is located in an area over which the state

does not have jurisdiction.

(b) After the preliminary plat of a subdivision has been approved or conditionally approved, the subdivider may enter into contracts to sell lots in the proposed subdivision if all of the following contract conditions are imposed and met:

(i) the purchasers of lots in the proposed subdivision make payments to an escrow agent, which must be a bank or savings and loan association chartered to do business in the state of Montana;

(ii) the payments made by purchasers of lots in the proposed subdivision may not be distributed by the escrow agent to the subdivider until the final plat of the subdivision is filed with the county clerk and recorder;

(iii) if the final plat of the proposed subdivision is not filed with the county clerk and recorder within the approval period of the preliminary plat, the escrow agent shall immediately refund to each purchaser any payments the purchaser has made under the contract;

(iv) the county treasurer has certified that no real property taxes assessed and levied on the land to be divided are delinquent; and

(v) the following language is conspicuously set out in each contract: "The real property that is the subject of this contract has not been finally platted, and until a final plat identifying the property has been filed with the county clerk and recorder, title to the property may not be transferred in any manner".

(2) (a) Subject to subsection (2)(b), no division of land may be made unless the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.

(b) (i) If a division of land includes centrally assessed property and the property taxes applicable to the division of land are not specifically identified in the tax assessment, the department of revenue shall prorate the taxes applicable to the land being divided on a reasonable basis. The owner of the centrally assessed property shall ensure that the prorated real property taxes and special assessments are paid on the land being sold before the division of land is made.

(ii) The county treasurer may accept the amount of the tax prorated pursuant to this subsection (2)(b) as a partial payment of the total tax that is due.

(3) (a) The county clerk and recorder shall maintain an index of all recorded and filed subdivision

plats and certificates of survey.

(b) The index must list plats and certificates of survey by the quarter section, section, township, and range in which the platted or surveyed land lies and must list the recording or filing numbers of all plats or certificates of survey depicting lands lying within each quarter section. Each quarter section list must be definitive to the exclusion of all other quarter sections. The index must also list the names of all subdivision plats in alphabetical order and the place where filed.

(4) The recording of any plat made in compliance with the provisions of [sections 1 through 38] must serve to establish the identity of all lands shown on and being part of the plat. When lands are conveyed by reference to a plat, the plat itself or any copy of the plat properly certified by the county clerk and recorder as being a true copy thereof must be regarded as incorporated into the instrument of conveyance and must be received in evidence in all courts of this state.

(5) (a) Any plat prepared and recorded as provided in [sections 25 through 34] may be vacated either in whole or in part as provided by 7-5-2501, 7-5-2502, 7-14-2616(1) and (2), 7-14-2617, 7-14-4114(1) and (2), and 7-14-4115. Upon vacation, the governing body or the district court, as provided in 7-5-2502, shall determine to which properties the title to the streets and alleys of the vacated portions must revert. The governing body or the district court, as provided in 7-5-2502, shall take into consideration:

- (i) the previous platting;
- (ii) the manner in which the right-of-way was originally dedicated, granted, or conveyed;
- (iii) the reasons stated in the petition requesting the vacation;
- (iv) the parties requesting the vacation; and
- (v) any agreements between the adjacent property owners regarding the use of the vacated area.

The title to the streets and alleys of the vacated portions may revert to one or more of the owners of the properties within the platted area adjacent to the vacated portions.

(b) Notwithstanding the provisions of subsection (5)(a), when any poleline, pipeline, or any other public or private facility is located in a vacated street or alley at the time of the reversion of the title to the vacated street or alley, the owner of the public or private utility facility has an easement over the vacated land to continue the operation and maintenance of the public utility facility.

Section 33. Survey requirements. (1) Divisions of land under [sections 1 through 38] must follow the uniform standards governing monumentation, certificates of survey, and subdivision plats prescribed and adopted by the board of professional engineers and professional land surveyors.

(2) All division of sections into aliquot parts and retracement of lines must conform to United States bureau of land management instructions, and all public land survey corners must be filed in accordance with Title 70, chapter 22, part 1. Engineering plans, specifications, and reports required in connection with public improvements and other elements of the subdivision required by the governing body must be prepared and filed by a registered engineer or a registered land surveyor, as their respective licensing laws allow, in accordance with [sections 25 through 34] and regulations adopted pursuant to [sections 25 through 34].

(3) All divisions of land for sale other than a subdivision created after July 1, 1974, divided into parcels that cannot be described as 1/32 or larger aliquot parts of a United States government section or a United States government lot must be surveyed by or under the supervision of a registered land surveyor. Surveys required under this section must comply with the requirements of subsection (8).

(4) Except as provided in 70-22-105, within 180 days of the completion of a survey, the professional land surveyor responsible for the survey, whether the surveyor is privately or publicly employed, shall prepare and submit for filing a certificate of survey in the county in which the survey was made if the survey:

- (a) provides material evidence not appearing on any map filed with the county clerk and recorder or contained in the records of the United States bureau of land management;
- (b) reveals a material discrepancy in the map;
- (c) discloses evidence to suggest alternate locations of lines or points; or
- (d) establishes one or more lines not shown on a recorded map, the positions of which are not ascertainable from an inspection of the map without trigonometric calculations.

(5) A certificate of survey is not required for any survey that is made by the United States bureau of land management, that is preliminary, or that will become part of a subdivision plat being prepared for recording under the provisions of [sections 1 through 38].

(6) It is the responsibility of the governing body to require the replacement of all monuments removed in the course of construction.

- (7) (a) A registered land surveyor may administer and certify oaths when:
- (i) it becomes necessary to take testimony for the identification of old corners or reestablishment of lost or obliterated corners;
 - (ii) a corner or monument is found in a deteriorating condition and it is desirable that evidence concerning it be perpetuated; or
 - (iii) the importance of the survey makes it desirable to administer an oath to the surveyor's assistants for the faithful performance of their duty.
- (b) A record of oaths must be preserved as part of the field notes of the survey and noted on the certificate of survey filed under subsection (4).
- (8) (a) (i) A surveyor who completes a survey identified in subsection (8)(b) that establishes or defines a section line and creates a parcel that crosses the established or defined section line so that an irrigation district assessment boundary is included in more than one section shall note on the survey the acreage of the farm unit or created parcel in each section.
- (ii) The surveyor shall notify the appropriate irrigation district of the existence of the survey and the purpose of the survey.
- (b) The requirements of subsection (8)(a) apply only to surveys for which the surveyor determines that, based on available public records, the survey involves land:
- (i) traversed by a canal or ditch owned by an irrigation district; or
 - (ii) included in an irrigation district.

Section 34. Public improvements and extension of capital facilities. (1) Except as provided in subsections (1)(a) and (1)(c), the governing body shall require the subdivider to complete required improvements within the proposed subdivision prior to the approval of the final plat.

(a) (i) In lieu of the completion of the construction of any public improvements prior to the approval of a final plat, the governing body shall, at the subdivider's option, allow the subdivider to provide or cause to be provided a bond or other reasonable security, in an amount and with surety and conditions satisfactory to the governing body, providing for and securing the construction and installation of the improvements within a period specified by the governing body and expressed in the bonds or other security. The governing body shall reduce

bond or security requirements commensurate with the completion of improvements. Failure of the local government to require the renewal of a bond does not waive the subdivider's responsibility to complete the required improvements prior to the approval of the final plat.

(ii) In lieu of requiring a bond or other means of security for the construction or installation of all the required public improvements under subsection (2)(a)(i), the governing body may enter into a subdivision improvements agreement with the subdivider that provides for an incremental payment, guarantee plan, or other method of completing the necessary improvements to serve the development as set forth in the preliminary plat approval.

(b) Approval by the governing body of a final plat prior to the completion of required improvements and without the provision of the security required under subsection (1)(a) is not an act of a legislative body for the purposes of 2-9-111.

(c) The governing body may require a percentage of improvements or specific types of improvements necessary to protect public health and safety to be completed before allowing bonding, other reasonable security, or entering into a subdivision improvements agreement for purposes of filing a final plat. The requirement is applicable to approved preliminary plats.

(2) (a) A local government may require a subdivider to pay or guarantee payment for part or all of the costs of extending capital facilities related to public health and safety, including but not limited to public roads, sewer lines, water supply lines, and storm drains to a subdivision. The costs must reasonably reflect the expected impacts directly attributable to the subdivision. A local government may not require a subdivider to pay or guarantee payment for part or all of the costs of constructing or extending capital facilities related to education.

(b) All fees, costs, or other money paid by a subdivider under this subsection (2) must be expended on the capital facilities for which the payments were required.

Section 35. Variances. (1) All land use regulations must include a process for the submission and review of variances.

(2) The application for a variance must be for relief from land or building form design standards or subdivision design and improvement standards.

- (3) Variance applications must be considered and approved or approved with conditions before application or in conjunction with application for a zoning permit or subdivision approval.
- (4) The granting of a variance must meet all of the following criteria:
 - (a) the variance is not detrimental to public health, safety or general welfare;
 - (b) the variance is due to conditions peculiar to the property, such as physical surroundings, shape, or topographical conditions;
 - (c) strict application of the regulations to the property results in an unnecessary hardship to the owner as compared to others subject to the same regulations and that is not self-imposed;
 - (d) the variance may not cause a substantial increase in public costs; and
 - (e) the variance may not place the property in nonconformance with any other regulations.
- (5) Additional criteria may apply if the variance is associated with a floodplain or floodway pursuant to the requirements of Title 76, chapter 5.
- (6) Variance requests must be reviewed and determined by the planning administrator. The planning administrator's decision is final and no further action may be taken except as provided in [section 37].

Section 36. Fees. The governing body may establish reasonable fees to be paid by an applicant for a zoning permit, subdivision application, appeals, or any other review performed by the local government pursuant to [sections 1 through 38] to defray the expense of performing the review.

Section 37. Appeals. (1) Appeals of any final decisions made pursuant to [sections 1 through 38] must be made in accordance with this section.

(2) For a challenge to the adoption of or amendment to a land use plan, zoning regulation, zoning map, or subdivision regulation, a petition setting forth the basis for the challenge must be presented to the district court within 30 days of the date of the resolution or ordinance adopted by the governing body.

(3) (a) Any final administrative land use decision, including but not limited to approval or denial of a zoning permit, preliminary plat or final plat, imposition of a condition on a zoning permit or plat, approval or denial of a variance from a zoning or subdivision regulation, or interpretation of land use regulations or map may be appealed by the applicant or any aggrieved person to the planning commission.

(b) An appeal under subsection (3)(a) must be submitted in writing within 15 business days of the challenged decision, stating the facts and raising all grounds for appeal that the party may raise in district court.

(c) The planning commission shall hear the appeal de novo. The planning commission is not bound by the decision that has been appealed, but the appeal must be limited to the issues raised on appeal. The appellant has the burden of proving that the appealed decision was made in error.

(e) A decision of the planning commission on appeal takes effect on the date when the planning commission issues a written decision.

(4) (a) Any final land use decision by the planning commission may be appealed by the applicant, planning administrator, or any aggrieved person to the governing body.

(b) An appeal under subsection (4)(a) must be submitted in writing within 15 business days of the challenged decision, stating the facts and raising all grounds for appeal that the party may raise in district court.

(c) The governing body shall hear the appeal de novo. The governing body is not bound by the decision that has been appealed, but the appeal must be limited to the issues raised on appeal. The appellant has the burden of proving that the appealed decision was made in error.

(d) A decision of the governing body on appeal takes effect on the date when the governing body issues a written decision.

(5) (a) No person may challenge in district court a land use decision until that person has exhausted the person's administrative appeal process as provided in this section.

(b) Any final land use decision of the governing body may be challenged by presenting a petition setting forth the grounds for review of a final land use decision with the district court within 30 calendar days after the written decision is issued.

(c) A challenge in district court to a final land use decision of the governing body is limited to the issues raised by the challenger on administrative appeal.

(6) Every final land use decision made pursuant to this section must be based on the administrative record as a whole and must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.

(7) Nothing in [sections 1 through 38] is subject to any provision of Title 2, chapter 4.

Section 38. Enforcement and penalties. (1) A local government may, by ordinance, establish civil penalties for violations of any of the provisions of [sections 1 through 38] or of any ordinances adopted under the authority of [sections 1 through 38].

(2) Prior to seeking civil penalties against a property owner, a local government shall provide:

(a) written notice, by mail or hand delivery, of each ordinance violation to the address of the owner of record on file in the office of the county recorder;

(b) a reasonable opportunity to cure a noticed violation; and

(c) a schedule of the civil penalties that may be imposed on the owner for failure to cure the violation before expiration of a time certain.

(3) A local government may, in addition to other remedies provided by law, seek:

(a) an injunction, mandamus, abatement, or any other appropriate action provided for in law;

(b) proceedings to prevent, enjoin, abate, or remove an unlawful building, use, occupancy, or act;

or

(c) criminal prosecution for violation of any of the provisions of [sections 1 through 38] or of any ordinances adopted under the authority of [sections 1 through 38] as a misdemeanor punishable by a fine not to exceed \$500 per day for each violation.

(4) In any enforcement action taken under this section or remedy sought thereunder, the parties shall pay their own costs and attorney fees.

Section 39. Repealer. The following sections of the Montana Code Annotated are repealed:

7-21-1001. Legislative findings and purpose.

7-21-1002. Definitions.

7-21-1003. Local government regulations -- restrictions.

Section 40. Codification instruction. [Sections 1 through 38] are intended to be codified as an integral part of Title 76, and the provisions of Title 76 apply to [sections 1 through 38].

Section 41. Effective date. [This act] is effective on passage and approval.

Section 42. Applicability. [This act] applies to local governments that currently meet the population thresholds in [section 5].

- END -

I hereby certify that the within bill,
SB 382, originated in the Senate.

Secretary of the Senate

President of the Senate

Signed this _____ day
of _____, 2023.

Speaker of the House

Signed this _____ day
of _____, 2023.

SENATE BILL NO. 382

INTRODUCED BY F. MANDEVILLE, D. FERN, S. VINTON, M. BERTOGLIO, L. BREWSTER, M. HOPKINS, E.
BOLDMAN, G. HERTZ, C. FRIEDEL, J. KARLEN

AN ACT CREATING THE MONTANA LAND USE PLANNING ACT; REQUIRING CITIES THAT MEET CERTAIN POPULATION THRESHOLDS TO UTILIZE THE LAND USE PLAN, MAP, ZONING REGULATIONS, AND SUBDIVISION REGULATIONS PROVIDED IN THE ACT; ALLOWING OTHER LOCAL GOVERNMENTS THE OPTION TO UTILIZE THE PROVISIONS OF THE ACT; REQUIRING PUBLIC PARTICIPATION DURING THE DEVELOPMENT, ADOPTION, OR AMENDMENT OF A LAND USE PLAN, MAP, ZONING REGULATION, OR SUBDIVISION REGULATION; PROVIDING STRATEGIES TO MEET POPULATION PROJECTIONS; PROVIDING FOR CONSIDERATION OF FACTORS SUCH AS HOUSING, LOCAL FACILITIES, ECONOMIC DEVELOPMENT, NATURAL RESOURCES, ENVIRONMENT, AND NATURAL HAZARDS WHEN DEVELOPING A LAND USE PLAN, MAP, AND ZONING REGULATION; PROVIDING FOR A PROCEDURE TO REVIEW SUBDIVISIONS AND APPROVE FINAL PLATS; PROVIDING FOR A LOCAL GOVERNING BODY TO COLLECT FEES; PROVIDING AN APPEALS PROCESS, ENFORCEMENT MECHANISMS, AND PENALTIES; PROVIDING DEFINITIONS; REPEALING SECTIONS 7-21-1001, 7-21-1002, AND 7-21-1003, MCA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND AN APPLICABILITY DATE.

Montana Code Annotated 2023

TITLE 76. LAND RESOURCES AND USE

CHAPTER 1. PLANNING BOARDS

Part 4. Financial Administration

Tax Levy By County For Certain County Planning Districts Authorized

76-1-403. Tax levy by county for certain county planning districts authorized. When a county planning board has been established, the board of county commissioners may create a planning district that must include the property that lies outside the limits of the jurisdictional area, as established pursuant to **76-1-504** through **76-1-507** or as modified pursuant to **76-1-501** through **76-1-503** in counties where a city-county planning board has been established, as well as that property that lies outside the limits of any incorporated cities and towns. Subject to **15-10-420**, the board of county commissioners may levy a tax on the taxable value of all taxable property located within the planning district for planning board purposes, under procedures set forth in Title 7, chapter 6, part 40.

History: En. Sec. 25, Ch. 246, L. 1957; amd. Sec. 9, Ch. 247, L. 1963; amd. Sec. 7, Ch. 273, L. 1971; R.C.M. 1947, 11-3825(5); amd. Sec. 4, Ch. 266, L. 1979; amd. Sec. 138, Ch. 584, L. 1999; amd. Sec. 190, Ch. 574, L. 2001.

Montana Code Annotated 2023

TITLE 76. LAND RESOURCES AND USE

CHAPTER 1. PLANNING BOARDS

Part 4. Financial Administration

Tax Levy By County For City-County Planning Board Authorized

76-1-404. Tax levy by county for city-county planning board authorized. When a city-county planning board has been established, the board of county commissioners may create a planning district that must include the property within the jurisdictional areas as established pursuant to **76-1-504** through **76-1-507** that lies outside the limits of any incorporated cities and towns. Subject to **15-10-420**, the board of county commissioners may levy on the taxable value of all taxable property located within the planning district a tax for planning board purposes, under procedures set forth in Title 7, chapter 6, part 40.

History: En. Sec. 25, Ch. 246, L. 1957; amd. Sec. 9, Ch. 247, L. 1963; amd. Sec. 7, Ch. 273, L. 1971; R.C.M. 1947, 11-3825(4); amd. Sec. 139, Ch. 584, L. 1999; amd. Sec. 191, Ch. 574, L. 2001.

Employee/Volunteer Recognition 2024 (July to December)

Name	Years of Service	Department
Nancy Schmidt	29 years	Library
Susan Canape	29 years	Police
N.P. Nuernberger	22 years	WTP
Jessica McCartney	17 years	Police
Kevin Budget	17 years	City Shop
Matt Wheeler	15 years	Public Works
Mike Furman Jr.	15 years	Library
Jeremiah Johnson	13 years	Police
Justin Baker	12 years	City Shop
Fred Lyons	11 years	Library
Dylan Ceaser	11 years	WTP
Jay Hatton	11 years	City Shop
Thomas Henry	10 years	WWTP
Norm Stamper	8 years	City Shop
Kevin Hoffman	8 years	City Shop
Joshua Sawyer	8 years	WTP
Corey Nicholson	8 years	WWTP
Keith Guy	8 years	City Shop
Brittney Harakal	7 years	City Clerk
Amber Hatton	7 years	City Clerk
Steven Baumgartner	6 years	Police
Jackson Booth	6 years	Police
Julie Hust	5 years	Police
Brandon Gonzalez	5 years	City Shop
Lyndy Gurchiek	4 years	Ambulance
Eli Ritterpusch	3 years	Library
Samuel Waggoner	3 years	City Shop
Stacie Stocks	3 years	Library
Joel Barnhart	2 years	City Shop
Jill Folts	2 years	Court
Mariel Riley	2 years	Ambulance
Gabriel Seibert	2 years	Police
Troy Charbonneau	2 years	Ambulance
Thomas Worbal	2 years	WTP
Jason Gonzales	2 years	Building
Joel Sauter	2 years	Parking & Barking
Daniel Waggoner	2 years	WTP
Ryland Ratcliff	1 year	Police
Nathaniel LaFrombois	1 year	Police

Employee/Volunteer Recognition 2024 (July to December)

Name	Years of Service	Department
John Herr	17 years	Fire
JW Hopper	17 years	Fire
Zack Winchell	14 years	Fire
KC Bieber	12 years	Fire
Michael Jenkins	11 years	Fire
Jon DeRudder	10 years	Fire
Levi Jones	6 years	Fire
John Bartram	4 years	Fire
Lance Dollarhide	4 years	Ambulance
Travis Barchenger	3 years	Fire
Robert Peters	3 years	Fire
Jacob Vannoy	3 years	Fire
Julie Forsey	3 years	Ambulance
Eric Barbeau	3 years	Ambulance
Justin Harris	2 years	Fire
Sara Naylor	2 years	Fire
Bridger Fournier	2 years	Ambulance
Riley McIlvain	1 year	Fire
Mykal Kuchera	1 year	Fire
Kaleigh Olson	1 years	Ambulance
Edmund Orr	1 year	Ambulance

File Attachments for Item:

13. Budget/Finance Committee Minutes of June 25, 2024.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, June 25, 2024**

Members Present: Michelle Mize, Richard Klose, Heidi Sparks, Casey Wheeler

Others Present: Kelly Strecker

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

Public Input: There was no public comment.

General Items –

1. Review and approve June 11, 2024, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of June 11, 2024. Michelle Mize seconded the motion. With no objection, the minutes of June 11, 2024, were approved.
2. Review and approve purchase requisitions. Matt Wheeler, the Public Works director, had Kelly present a purchase requisition for fifty residential garbage containers. This is a yearly reoccurring purchase. Matt budgets every year for replacement cans. The purchase price for the fifty cans is \$5250.00. With no objection, the purchase requisition for the new cans was approved. There was no public comment or Committee discussion.
3. Review and recommend approval to Council; claims entered through June 21, 2024. Michelle Mize moved to approve the claims and check the register for claims entered through June 21, 2024. Heidi Sparks seconded the motion. With no objection, the claims and check register of June 21, 2024, were approved. There was no public comment or Committee discussion.
4. Review and approve Payroll Register for the pay period ending June 9, 2024, totaling \$250,145.31. Heidi Sparks motioned to approve the payroll register for the pay period ending June 9, 2024 totaling \$250,145.31. Casey Wheeler seconded the motion. With no objection, the payroll register ending June 9, 2024, was approved. There was no public comment or Committee discussion.

New Business –There were four invoices brought to the committee for approval, as the mayor was not comfortable signing. MES which was 5 gallons of soap for bunker gear in the amount of \$1,177.71. MT Ironworks for installation of the reader board on the support truck in the amount of \$2,018.25. Ace Hardware for chainsaws and batteries in the amount of \$1365.00 and another invoice to MES in the amount of \$4870.70 for wildland shirts. The committee agreed that these invoices were completed in violation of the Purchasing Policy. The Budget Finance Committee recommended that these invoices go before the council, for discussion.

Old Business – None

Other Items –

1. Review Comp/OT reports for the pay period ending June 9, 2024.
2. Mayor Update – The mayor was not present at the meeting.
3. Clerk/Treasurer Financial Update-Kelly stated that she is continuing to work on the budget.
4. Review the claim review schedule for the upcoming months. The committee asked to have this item moved to the next meeting.

Announcements –

5. The next Budget and Finance Committee meeting will be held on July 9, 2024, at 5:30 pm.
6. Richard Klose is scheduled to review claims for the next meeting.

Meeting Adjourned at 6:28 p.m.

Respectfully submitted,



Kelly Strecker
Clerk Treasurer

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

File Attachments for Item:

14. Budget/Finance Committee Minutes of July 9, 2024.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, July 09, 2024**

Members Present: Michelle Mize, Richard Klose, Heidi Sparks, Casey Wheeler

Others Present: Kelly Strecker, Mayor Dave Waggoner

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

Public Input: There was no public comment.

General Items –

1. Review and approve June 25, 2024, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of June 25, 2024. Casey Wheeler seconded the motion. With no objection, the minutes of June 25, 2024, were approved.
2. Review and approve purchase requisitions. There were none.
3. Review and recommend approval to Council; claims entered through July 5, 2024. Richard Klose moved to approve the claims and check the register for claims entered through July 5, 2024. Michelle Mize seconded the motion. With no objection, the claims and check register of July 5, 2024, were approved. There was no public comment or Committee discussion.
4. Review and approve Payroll Register for the pay period ending June 23, 2024, totaling \$230,773.04. Heidi Sparks motioned to approve the payroll register for the pay period ending June 23, 2024 totaling \$230,773.04. Casey Wheeler seconded the motion. With no objection, the payroll register ending June 23, 2024, was approved. There was no public comment or Committee discussion.
5. Review and approve Utility Billing Adjustment for June 2024. Heidi Sparks moved to approve the June 2024 Utility Billing Adjustments. Michelle Mize seconded the motion. With no objection, the June 2024 Utility Billing Adjustments were approved. There was no public comment or Committee discussion.

New Business –None

Old Business – There was discussion about the 2009 Sprinter transit bus. This bus broke down again and the parts are becoming harder to find. Richard Klose asked where the funds came from to fix the bus. Kelly stated that she applies for a grant through MDT every year to support the transit program. This year the city received a grant for a little over \$25,000.

Other Items –

1. Review Comp/OT reports for the pay period ending June 23, 2024.
2. Mayor Update – The mayor stated that the new city prosecutor started today, and we are very excited to have him on board. The mayor said that the 4th of July did not start very well. One of the patrol cars was parked on east side of the police department and the Weed Man reached down to grab his phone as he was turning the corner and hit the patrol car. He said he had not heard what the extent of the damage was but thought that they might total it out. Mayor said that the Splash Park has been very busy so far this summer and it looks like the kids are having fun.
3. Clerk/Treasurer Financial Update-Kelly stated that she is continuing to work on the budget. She has been preparing the quarterly reports, and liability reports for MMIA. Kelly said that the auditors were coming on Monday July 15th to answer a few questions she has.
4. Review the claim review schedule for the upcoming months. This was approved by all committee members.

Announcements –

5. The next Budget and Finance Committee meeting will be held on July 23, 2024, at 5:30 pm.
6. Heidi Sparks is scheduled to review claims for the next meeting.

Meeting Adjourned at 6:05 p.m.

Respectfully submitted,


Kelly Strecker
Clerk Treasurer

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

File Attachments for Item:

15. Cemetery Commission Minutes of April 16, 2024.

MINUTES
CITY OF LAUREL
CEMETERY COMMISSION
APRIL 16,2024

PUBLIC IMPUT; none

General Items;

1. Approve Minutes of April 16,2024 motion by Hall 2nd by Canape motion pass

OLD BUISNESS;

1. Eagle Scout Project; no report
2. 2. Cement Planter; moved to clean out and spray the weeds
3. 3. New cemetery map foe kiosk; still need a good map

NEW BUISNESS;

1. Extend cemetery to the east ; will talk to city staff
2. Extend irrigation to the east; will talk to city staff

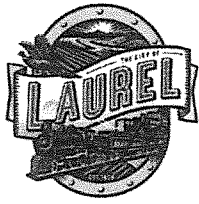
Meeting started at 5pm adjurned at 5:30pm motion by Canape 2nd by Hall

Members present; Yom Canape, Wally Hall, Dvid Gaslow, Richard Herr, Richard Klose

NEXT MEETING JULY 16,2024

File Attachments for Item:

16. Public Works Committee Minutes of June 17, 2024.



**AGENDA
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, JUNE 17 2024
6:00 PM
COUNCIL CHAMBERS**

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

Meeting called to order by Committee Chair, Heidi Sparks at 6 pm on Monday, June 17, 2024.

Members present: Heidi Sparks – Chari, Jodi Mackay – Vice-Chair, Irv Wilke, Jessica Banks, Emilie Eaton Eaton, Dennis Eaton

Others present: Matt Wheeler – Public Works Director, Shawn Mullaney- guest

General Items

1. Approval of the Minutes from May 20, 2024. Irv Wilke made a motion to approve the minutes. Motion was seconded by Jodi Mackay. Motion passed 4 - 0
2. Emergency Call Out Report
 - a. Only 3 calls since last meeting and all were water related
3. KLJ Report
 - a. 2022 Pavement Maintenance
 - i. Still have some warranty issues being dealt with. The grass in the boulevard is not coming in as expected. Will be reseeding this week.
 - ii. Looking at cameras in Russell Park. Received a price quote and that is more than expected. Looking into options, they need to be able to integrate into the police system.
 - iii. Most recent rainfall showed the new storm water system working very well. City needed to clean out the drainage, but once that was done the drainage worked very well. The constriction was on refinery property.
 - b. Laurel Water Tank
 - i. KLJ is still working on the grant writing for the project planning
 - ii. Matt stated with the new development taking place on the west end of town, the water tower should be on the west end of town
 - i. Jodi asked about timing and expectations on the grant writing since that started about 6 months ago and we have not seen anything.
 - iii. Irv stated there has been a “rumor” that a developer is looking at something north of the golf course and is willing to pay for the new water tower if annexed in. Matt stated that rumor is true, and the city has been approached. There are concerns about the amount of output the water plant can support. The development is approximately 800 homes.
 - c. 5th to 7th Sewer Line Replacement
 - i. Fiber optic line punched through a manhole and that was the root cause of the issue
 - ii. Change order will be coming before council. There is an issue with flooding in a house in that area. Need to redesign the drainage to eliminate this issue.
 - d. Splash Pad

- i. Water pressure issue has been resolved, but now need to turn down some of the features.
- ii. Requests for a Lost and Found, so Matt is looking into that.
- iii. Garbage cans need to be placed closer to the pad. There is a garbage by the building near the parking lot, but need some closer to the pad
- iv. Shawn asked about the building. Matt stated the city is using the 3 closets in the building and has entered an agreement with The Dodgers to lease the rest of the building. They are working on turning it into a clubhouse for the referees.

New Business

4. Matt stated that the council will have a rate adjustment for garbage at the council meeting tomorrow nigh. Billings has raised their rates at the landfill again, and Laurel needs to keep up with the additional expense

Old Business

Other Items

5. Upstream intake for the water plant is turned off due to the river conditions with spring run off. Currently running on the intake at the water plant
6. Shawn asked about the intersection of 1st and Main. The gutters are higher than the street area and water is not draining correctly. Matt stated he would take a look at the area and then talk with KLJ about potential solutions.

Announcements

7. Next meeting will be Monday, July 15, 2024 at 6:00pm in Council Chambers
8. Meeting adjourned at 6:44pm

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

Emergency Overtime Callout List

1/1/2024

TO

6/30/2024

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															
Shop Callout		1-6	1-6	1-7	1-13	1-13	1-14	1-15	1-16	28-Jan	28-Feb					
Brian Kline	406-794-8552	NA1	NA1						NA1	NA-1	NA1					
Kevin Budge	406-850-5224								9	8	7					
Jay Hatton	406 860 7525	NA2	2						NA2	NA2	NA2					
Keith Guy	406-850-5464	NA3	3						NA3	Y9	8					
Wade Spalinger	406-530-4084	NA4	4						NA4	3	NA3					
Brandon Gonzales	406-679-0334	NA5	5						NA5	4	NA4					
Aaron Fox	406-694-7456	NA6	6						NA6	5	Y9					
Troy Clifton	406-794-7689	NA7	7						NA7	6	5					
Joel Barnhardt	406-861-6408	Y8	8						Y8	7	6					
Water and Sewer Callout		5-7	5-17	5-18	6-5	6-7	6-9		1-16	1-28	1-28	2-4	2-4	3-12	4-16	4-24
Justin Baker	406-321-0208	1	1	1	1	1	1		3	Y3	2	NA2	1	Y4	3	2
Kevin Hoffman	406-861-7460	2	2	2	Y4	Y4	3		NA2	Y2	1	NA1	Y4	Y3	2	4
Daniel Nauman	406-530-4643	4	3	4	3	NA3	Y4		NA1	NA-1	Y4	Y4	3	2	1	1
Tom Burwell	406-850-5294	3	4	3	2	2	2		Y4	Y4	3	NA3	2	1	Y4	3

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

Wastewater Treatment Plant-628-6474 Autodailer- 628-4866

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding															
Employee	Telephone															
Thomas Henry	406-855-0831															
Cindy Caswell	406-591-9013															
Corey Nicholson	406-351-1876															
Norman Stamper	406-633-3291															

Water Treatment Plant 628-4410

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding															
Employee	Telephone															
HP Nuernberger	406-696-1008															
Dylan Ceaser	406-861-6620															
Josh Sawyer	406-591-3959															
Sam Waggoner	406-696-0249															
Joe Waggoner	406-633-1879															
TJ Worbet	406-861-7948															
Daniel Waggoner	406-697-7526															

CABLE TV down Tim Johnson 698-6254

Matt Wheeler	Cell# 208-1885	ε	One Call Locate - 1-800-424-5555 (City Job # 25663)
Kurt Markegard	Cell# 860-5785	Hm 208-2356	SCHESSLER 628-4221 HESTON 281-0811
			NW ENERGY 1-800-896-7862 LUMPY 406-860-7890
Advanced Pump	406-586-1700		Century Link 1-800-573-1311 Shop 628-7707 Jeff 694-9097
GORDAN ACE ELECTRIC	406-860-5464		NorthwestPipe 252-0142 - Larry E. 656-2856
MDU 1-800-638-3278 / MDT 252-4138			Pace Construction 252-5559 (sewer backups)
MDT Supervisor Tom 655-7903/Kyle 446-2622			SanitarySystemOverflows call DEQ withing 24 hours at406-444-3080

Call Out - Date and Incident Location

1-7 Sanding Streets	1-6 Water leak	1-28 Water Break more help
1-28 Water Break Main Street	1-6 Emergency Locate	2-4 NO WATER RUSSÉL
5-7 ELM LIFT FAIL	1-13 Structure Fire	2-4 MORE HELP
5-17 H2O TURNON	1-13 Elm Lift Station Alarm	2-26 SANDING
5-18 TURNOFF LEAK	1-14 H2O shut off	3-12 SEWER MAIN BACKUP
6-5 H2O TURNOFF 801 E MAIN	1-15 H2O shut off	4-16 H2O TURN ON
6-7 H2O TURNOFF THOMPSON	1-16 Emergency Locate	4-25 MURRAY BOOSTER
6-9 H2O TURNOFF FIRE	1-28 Water Break Main Street	5-7 EMERGENCY LOCATE



**2022 Pavement Maintenance Project (4th Street Reconstruction)
(KLJ #2104-00862)**

Reason for Project: To provide yearly maintenance and improvements to the City of Laurel Roads Network.

Project Scope: Miscellaneous annual pavement maintenance design, bidding and construction in locations throughout the City of laurel

Current Status:

- Substantial Completion reached Date is 10/11/23
- Final Completion date was 11/16/23
- Closeout/Reconciliation Change Order approved by Council on 1/9/24
- Warranty walkthrough of Russell Park retention area on Friday 5/3/24
- Contractor recommended giving it another month of growth prior to reseeding.
- Contractor to reseed parts of the park this month.

**Laurel Water Tank Funding Project
(KLJ # 2304-01608)**

Reason for Project: Existing City water Tank needs to be recoated on the inside and can't happen until City has a backup storage supply. They also have needs for upgrades to their upper pressure zones. See previously approved Water System PER and City of Laurel CIP. This project looks at funding opportunities and provides grant writing services from multiple sources

Project Scope: To research funding alternatives, create packages for submittal, and assist City in finding monies for completing the future water tank and upper pressure zone improvements for the City of Laurel

Current Status:

- Task Order Signed by City on 12/13/23
- Met with EDA to discuss Funding on 1/9/24
- Letter of Support from CHS Received
- Letter of Support from Wood's Powergrip
- Submittal to EDA to occur in July.

**5th to 7th Sewer Line Replacement
(KLJ # 2304-01231)**

Reason for Project: Refurbishment of an 8" sewer line between 7th Avenue and 6th Avenue



and a 10" sewer line between 6th Avenue and 5th Avenue in the alley way between 1st Street and Main Street in Laurel, Montana. The existing sewer line experienced several collapses last year.

Project Scope: To replace approximately 363 lineal feet of 8" and 383 lineal feet of 10" and will include the update of 3 manholes and associated surface replacement.

Current Status:

- Work Order Signed by City in September 2023
- Survey scheduled for week of October 16th, 2023
- Base Drawing created and Working on preliminary design
- Preliminary Plans and EEOC sent to City on 12.14.23
- DEQ Approval received on 2.20.24
- Project began advertising on 3/14/24 and bid open will be 3.28.24
- Project awarded to Western Municipal Construction
- Construction started on June 10th 2024

Splash Park Installation
(KLJ #2204-01898)

Reason for Project: To Replace the existing pool with a splash pad recreation area.

Project Scope: To Construct a splash Pad at the site of the existing City pool.

Current Status:

- Work Order Signed by City in January 2023
- DPHHS Approved Permit on 5.25.2023
- Preconstruction Meeting held on 9.15.2023
- Construction to start on Monday 9.18.2023
- Change order sent to Contractor on 10.30.2023
- Change Order Executed on 1.02.2024
- Construction to restart midweek 3.18.2024
- Construction is in complete
- Contractor looking at improving flows to features
- Improvement completed.

Laurel Planning Services (KLJ #1804-00554)

Reason for Project: KLJ has been retained to provide City of Laurel planning services as needed.

Project Scope: Planning services may include; subdivision, zoning, development, floodplain hazard management, miscellaneous reviews and other related work. KLJ will prepare staff reports, recommendations, and attend meetings upon request.



*City of Laurel Project Status Update
June 17th, 2024*



Current Status:

- Zoning Regulations Update.
 - Draft regulations sent to City April 11th, 2023
 - Zoning Map approved by Commission on August 16th, 2023
 - Staff Recommendation to Zoning Commission to occur on December 20th, 2023
 - Back to Planning Board Meeting on 1/17/23
 - City to publish advertisement for Public Hearing
 - To be presented at Workshop on 5/7/24
 - Adoption occurred at Council on 5/14/24
 - 2nd Reading and Public Hearing on 5/28/24.
 - Regulations adopted by Council. Minor wording and numbering corrections needed.
- Downtown Parking Study. – On hold per City Instructions
- City-County Grown Policy Update was requested at the August 16th meeting
 - Weekly meetings occurring in October.
 - KLJ updating maps as requested by City Planner
 - Back to Planning board meeting on 1.17.24
 - Work Session occurred on 1.31.24
 - Public Hearing at Planning Board completed
 - Public Hearing at County Commission completed
 - Resolution to adopt updated Growth Policy before Council on 5/28/24
 - Project completed and closed out
- Mogan Elementary School Property Annexation
 - Application package submitted 1/17/24
 - Recommendation letter send 1/24/24
 - 2nd Application package submitted 2/23/24
 - 2nd Application package recommendation letter sent 3/26/24
 - Annexation approved by Council on 5/14/24
 - Submittal Package received by City 6/4/24
- Lance Hull Annexation
 - Plans approved and capacity to serve letter issued 2/7/24
 - Construction began 4/15/24
 - Floodplain Permit issued 5/9/24
 - City Utility and Street Extension is in progress
- Love's Annexation
 - Annexation Application received 3/25/24
 - Revised Package received by City on 5/2/24



City of Laurel Project Status Update
June 17th, 2024



Other Notes and Information

Other potential projects have been identified during recent conversations between City staff and KLJ. City Public Works staff and KLJ task leaders meet monthly to discuss current and future projects. As these are tentative, the timing and extent of KLJ's services are TBD, unless noted otherwise.

Anticipated FY24 Projects

- Bulk Water Sales Station
 - Pushed back to a 2025 project
- West 7th Street Water and Valve Replacement
 - Pushed back until West Railroad Street is completed.

File Attachments for Item:

17. Emergency Services Committee Minutes of June 24, 2024.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, JUNE 24, 2024**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, June 24, 2024, by Chair- Heidi Sparks

Members Present: Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Jodi Mackay, Richard Klose, Bruce McGee

Others Present: Fire Chief JW Hopper, Fire Maintenance Captain Bridger Fournier, Police Captain Jared Anglin, Ambulance Director Lyndy Gurchiek, Troy Charbonneau- Ambulance

Public Input:

General Items:

1. Approval of Emergency Services Committee minutes of May 20, 2024. Irv moved to approve the minutes; Richard seconded- Motion carried 5-0.
2. Update from Emergency Departments
 - a. Fire Chief JW Hopper- Report attached
 - i. Current members are 30- 2 additional are being presented to City Council this week for approval and 1 additional is going through the application process. If approved that will bring department to 33
 - ii. New truck- Chief Hopper has been working on the research the council has requested
 - iii. DNRC Staff- anticipating to start staffing by this weekend, Columbus and Broadview have both had fires recently
 - iv. Jodi asked about changes for the 4th of July including signage. Chief Hopper stated that signage is in the works. This is the first change, but additional changes may be coming based on potential changes the school district is contemplating
 - b. Ambulance Director Lyndy Gurchiek- Report attached
 - i. Calls down for May, which has been making training difficult
 - ii. Mutual Aid calls were primarily Joliet and Park City
 - iii. EMT trainee has been cut loose and on own. Troy has completed training and is officially a paramedic!
 - iv. Interviewing for full-time volunteers- of the candidates will most likely be bringing on 2. Also looking at bringing on some summer volunteers as well for the summer. With levy money looking at hiring an additional 3, which will cover staff shortages due to sick and vacation leave
 - v. Care 2 is currently out of service due to issues with the lift

- vi. Jodi asked about the billing for Ward 5 calls. Lyndy stated that it is \$150 per call and so far no issues with the billing. Also have stated billing \$25 per call for lift assists
- c. Police Captain Jared Anglin- Report attached
 - i. Calls for service are down compared to last year
 - ii. We are reaching DUI season and have seen an increase in DUIs. Calls for fraud have also increased
 - iii. Police department is still technically down 5 positions. 2 officers are graduating the academy tomorrow. Received 2 resignations from the reserve program so down to 7 in the reserves
 - iv. This week is the annual certification for K9s and that is taking place at Laurel Middle School
 - v. Next Gen 911 is a digital system, which will also allow for text messaging to 911 as well. Current 911 system is analog. POST is also moving to a portal-based system, which will improve training, record management, etc.
 - vi. Jodi mentioned that she had run into some of the trainers in town. She gave a shout out to Sgt Booth- the individuals spoke very highly of Sgt Booth and Colt. She did ask if Colt was an apprehension dog. Captain Anglin stated that additional training is needed as well as an update to policy to use Colt as an apprehension dog. It is a use of force, and requirements are higher. Currently, Colt is utilized for tracking and narcotics.
 - vii. Richard asked what the years of service is for the K9 unit. Captain Anglin stated usually retire the dog at 8 or 9, depending on the dog.

New Business:

Old Business:

Other Items:

Announcements:

- 3. Next Meeting will be Monday, July 22, 2024, at 6:00pm in Council Chambers

Meeting adjourned at 6:31pm

File Attachments for Item:

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

From: [City Mayor](#)
To: [Brittney Harakal](#)
Subject: Fwd: Open Library Board Position
Date: Monday, July 1, 2024 10:00:49 AM

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Nancy Schmidt <laurelpl@mtlib.org>
Sent: Monday, July 1, 2024 9:23:06 AM
To: City Mayor <citymayor@laurel.mt.gov>
Subject: Re: Open Library Board Position

Mayor Waggoner,
I find this applicant acceptable. She, and her family, are regular library users so she has had ample opportunity to see how the library is run and where she may suggest changes to better serve the community.
I look forward to working with her.
Nancy Schmidt

On Thu, Jun 27, 2024, 2:44 PM City Mayor <citymayor@laurel.mt.gov> wrote:

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Paige Farmer <paigefarmer1992@gmail.com>
Sent: Thursday, June 27, 2024 2:42:13 PM
To: City Mayor <citymayor@laurel.mt.gov>
Subject: Open Library Board Position

Hello Mayor Waggoner,

My name is Paige Farmer. I'm writing in regards to the open Library Board position. If that position is still available, I'd love the opportunity to apply. The Library has been a treasure to my family and I'd greatly appreciate the chance to offer new ideas and learn more about my community. If there is anything else I need to complete or do, please let me know!

Thank you!
Paige Farmer
1328 5th Avenue

File Attachments for Item:

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

RESOLUTION NO. R24-51

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH ACE ELECTRIC, INC.

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and Ace Electric, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Ace Electric, Inc on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of July, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of July, 2024.

APPROVED by the Mayor the 23rd day of July, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 23rd day of July, 2024, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Ace Electric, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 808 W. Main Street, Laurel, MT 59044, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated October 23, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor seventeen thousand five hundred eighty-five dollars and no cents (\$17,585.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**SECTION FIVE
INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third-party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 23rd DAY OF JULY 2024.

CITY OF LAUREL

CONTRACTOR

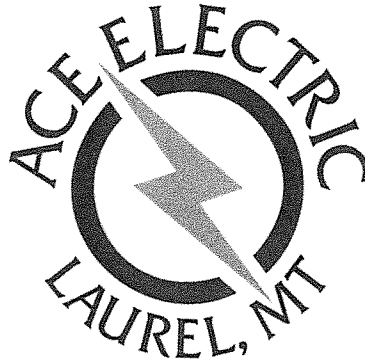
Dave Waggoner, Mayor

Ace Electric, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



To: CITY OF LAUREL
Reference: SE 4TH STREET – TRACTOR SUPPLY-CROSSWALK REPLACEMENT
Date: 10/10/2023
Proposal#: 5673

WE PROPOSE TO FURNISH ALL LABOR AND MATERIAL FOR A COMPLETE WORK INSTALLATION TO: REPLACE ONE SIGNAL/FLASHER CROSSWALK POLE, EQUIPMENT AND SIGNS AT THE WALKWAY BETWEEN TRACTOR SUPPLY AND CVS WITH SYSTEM TO MATCH EXISTING. REPLACE YELLOW HANDRAILINGS.

CROSSWALK EQUIPMENT:	\$8,925
HAND RAILINGS:	\$4,500
LABOR:	\$4,160
TOTAL PROPOSED PRICE:	\$17,585

Small Service Agreement

1. THIS PROPOSAL IS FIRM FOR 30 DAYS
2. INSTALLATION IS GUARANTEED FOR ONE YEAR

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature

Date

Travis Tabbert | Ace Electric, Inc
808 W Main Street | P.O. Box 520 | Laurel, MT 59044
Office: 406-628-8886 | Cell: 406-850-0612 | ttabbert@aceelectricmt.com

File Attachments for Item:

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

RESOLUTION NO. R24-52

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE RETAIL SALES AGREEMENT WITH AVI SYSTEMS, INC.

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

Section 1: Approval. The Retail Sales Agreement by and between the City of Laurel (hereinafter “the City”) and Avi Systems, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Retail Sales Agreement with Avi Systems, Inc. on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of July, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of July, 2024.

APPROVED by the Mayor the 23rd day of July, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Retail Sales Agreement



Reference Number: 1255118

Prepared For: City of Laurel

Attn: Brittney Harakal

Prepared By: Mark Hunt

Phone: (406)969-3336

Email: mark.hunt@avisystems.com

Date: July 02, 2024

City of Laurel - Mic & FTR Addition for the Court

Project:

Project Number:

AVI Systems Inc.

655 E 54th Street North, Sioux Falls, SD 57104

Phone: (605)782-4141

Fax: (605)782-4142

INVOICE TO

Attn: Brittney Harakal

City of Laurel

PO Box 10

Laurel, MT 59044

Phone: (406)628-7431

Email: bharakal@laurel.mt.gov

Customer Number: COL0045

SITE

Attn: Brittney Harakal

City of Laurel

PO Box 10

Laurel, MT 59044

Phone: (406)628-7431

Email: bharakal@laurel.mt.gov

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$6,869.36
Integration	\$3,731.40
PRO Support	\$0.00
Shipping & Handling	\$293.00
Tax	\$0.00
Grand Total	\$10,893.76

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
_____ Company	_____ Company
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
		City of Laurel Court Mic Addition			
MX418D/C	SHURE	Gooseneck Microphone, attached desktop base, cardioid, length 45 cm (18), with programmable button a	4	\$300.00	\$1,200.00

DB-XLR3F	RDL -	XLR 3-PIN FEMALE JACK ON D PLATE -	4	\$22.00	\$88.00
SQ-XLRM-F-25	RADIO DE	SOLDER TYPE - B			
	LIBERTY	MIC CBL XLR M-F 3C 25' BLK	2	\$46.00	\$92.00
SAS430G	AV				
	SAFCORD	Cord and Cable Protector, Hooks to carpet, 4" x 30	1	\$156.00	\$156.00

Sub-Total: City of Laurel Court Mic Addition \$1,536.00

City of Laurel Court FTR Addition

AMS-SCAR-18I203G	FOCUSRITE	Focusrite Scarlett 18i20 (3rd Gen) USB Audio	1	\$698.00	\$698.00
	E	Interface			
FTRGRS7.7	FTR	FTR Gold Recording Suite 7.7	1	\$3,695.00	\$3,695.00
PWS60699GS10ZN	FTR	FTR 1 Year Support includes telephone and remote support and software assurance which will entitle t	1	\$800.00	\$800.00
OFE	OWNER	Laptop	1	\$0.00	\$0.00
22-2P-PINDSH-BLK-500	LIBERTY	COMMERCIAL 22/2P INDSH CMP BLK	1	\$122.13	\$122.13
	AV				
NC3FXX	NEUTRIK	NEUTRIK XLR F 3P CBL NKL	1	\$3.71	\$3.71
CG28832	C2G	6ft USB MALE C TO A MALE 3.2 GEN 1 3A	1	\$14.52	\$14.52

Sub-Total: City of Laurel Court FTR Addition \$5,333.36

City of Laurel - Mic Addition for the Court

Engineering & Drawings	\$516.39
Project Management	\$595.00
Programming	\$688.52
On Site Integration	\$1,814.82
Integration Cables & Connectors	\$116.67

Sub-Total: City of Laurel - Mic Addition for the Court \$3,731.40

Sub-Total: \$0.00

Total: \$10,600.76

SERVICES TO BE PROVIDED

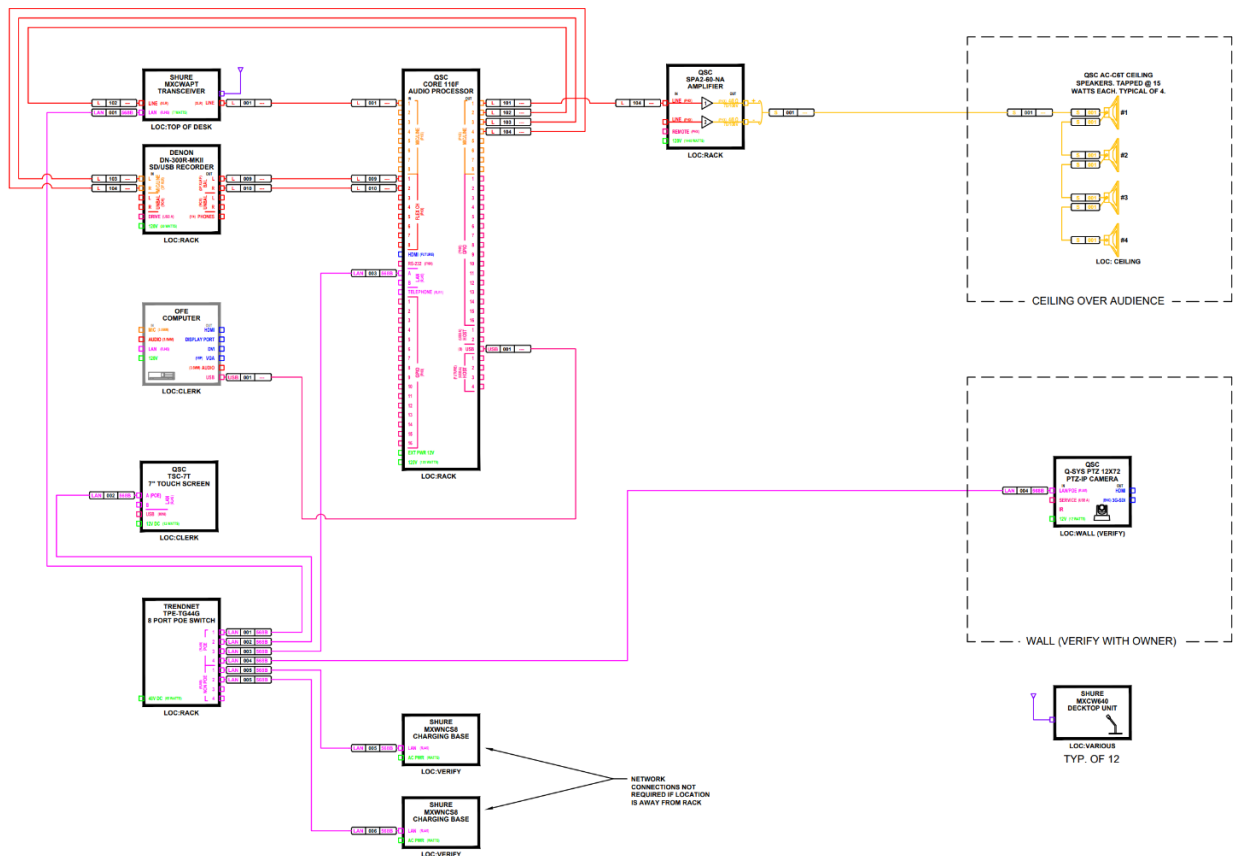
INTEGRATION SERVICES INTEGRATION SCOPE OF WORK

A. SUMMARY: City of Laurel would like to add 4 wired mics for the courtroom scenario. Judge, Witness, and two attorneys. Most likely where we can't hide the audio cable, we will put down Velcro strips. The Core will need to be programmed accordingly for that application. The system will be able to record with their existing recorder as a mix of the audio. Client is responsible for loading and setting up the FTR software on their laptop.

B. SYSTEM DESCRIPTION:

Functionality Description: This set up is to be able to record the court proceedings. FTR will be added to the system as well as the microphones for the court. The current audio recorder will still be available to record if needed.

- **Displays:**
 - NA
- **Source Devices:**
 - Existing Owner Furnished Computer
- **Audio:**
 - Existing Owner Furnished Core110F DSP and SPA Amp
 - Existing Owner Furnished Denon Audio Recorder
- **Conferencing:**
 - NA
- **Switching:**
 - Existing Owner Furnished Core110F
- **Controls:**
 - Existing Owner Furnished QSC TSC-7T
- **Equipment Location:**
 - Up at the Dais



C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling

- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation

- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

File Attachments for Item:

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

RESOLUTION NO. R24-53

A RESOLUTION OF INTENT OF THE CITY COUNCIL TO APPROVE STREET VACATION PETITION AND SET PUBLIC HEARING.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City will conduct a public hearing on July 23, 2024 at 6:30 p.m., in City Council Chambers, regarding the Street Vacation Petition.

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

1. The City Council hereby adopts this Resolution of Intent to approve the Street Vacation Petition;
2. The City will conduct a public hearing on August 13, 2024 at 6:30 p.m., in City Council Chambers, regarding the Street Vacation Petition; and
3. Notice of the passage of this Resolution of Intent shall be published in a newspaper of record not less than twice before the Public Hearing.

BE IT FURTHER RESOLVED that after publication, City Council will consider approving the Street Vacation Petition.

Introduced at a regular meeting of the City Council on the 23rd day of July 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of July 2024.

APPROVED by the Mayor the 23rd day of July 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

STREET VACATION PETITION

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

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

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

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

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

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

The street is presently classified as an undeveloped public road.

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

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

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

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

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

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

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

There are no covenants or deed restrictions affecting the street.

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


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

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

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

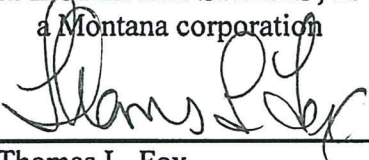
(Signature of Petitioners on Following Page)

MCDONALD LAND HOLDINGS LLC
a Nevada series limited liability company



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

FOX LUMBER SALES, INC.
a Montana corporation



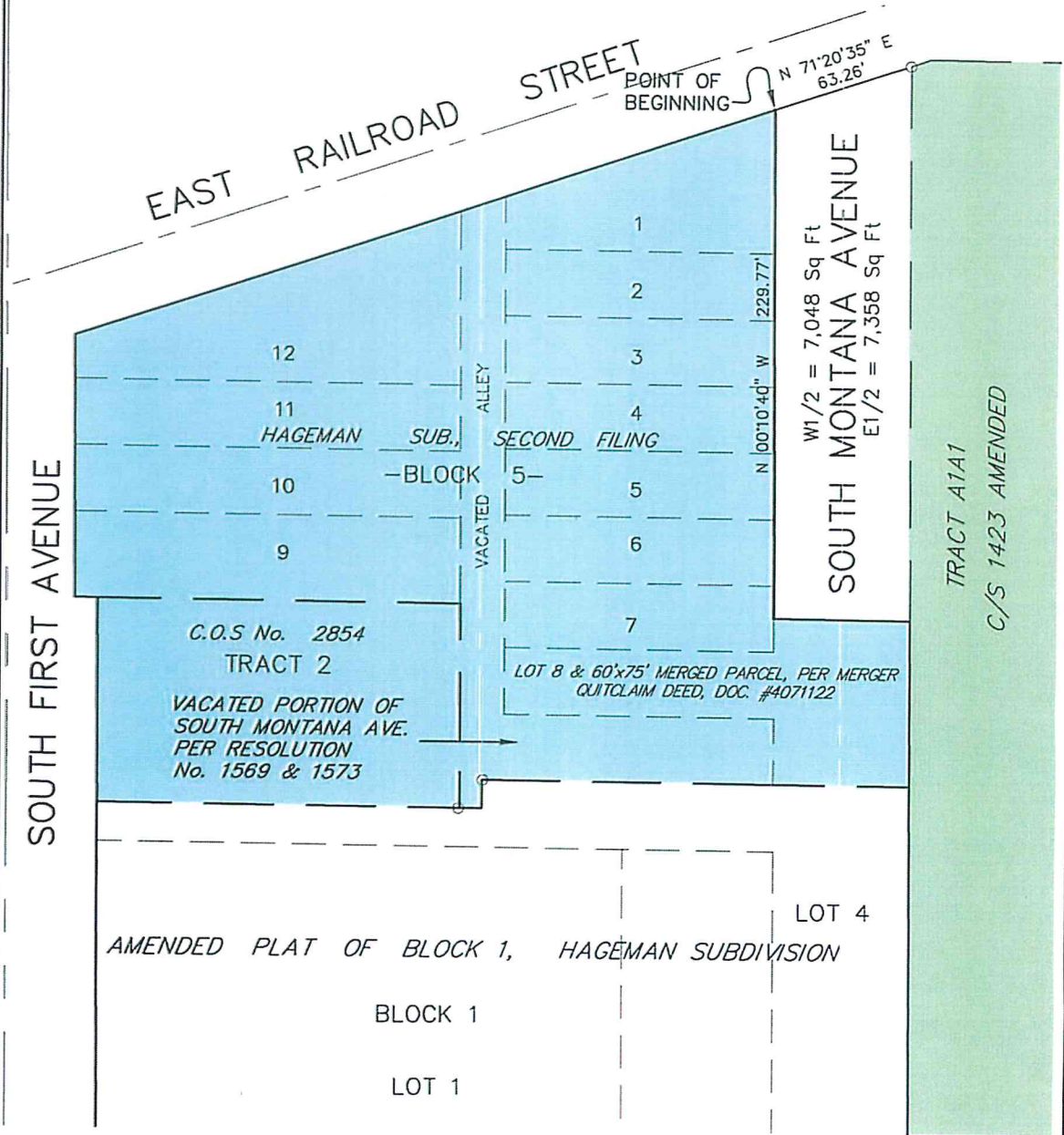
By: Thomas L. Fox
Its: President
Date: 5/31/2024

EXHIBIT A

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

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

MAY 2024
BILLINGS, MONTANA

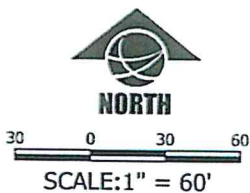


Adjacent Ownership:

McDonald Land Holdings LLC
Fox Lumber Sales, Inc.

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

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



Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

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

Procedure To Discontinue Streets

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

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

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

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

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

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

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

Discontinuance Of Street Not To Affect Utility Easements

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

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

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 1. GENERAL PROVISIONS

Part 41. Municipalities

Publication Of Notice -- Content -- Proof

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

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

(3) The newspaper must:

(a) be of general circulation;

(b) be published at least once a week;

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

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

(i) circulation for the prior 12 months;

(ii) a statement of net distribution;

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

(iv) the method of distribution.

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

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

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

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

(8) The published notice must contain:

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

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

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

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

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

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

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

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

4077909 EASE

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

eRecorded For Yellowstone County, MT

Jeff Martin, Clerk & Recorder

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

RECIPROCAL ACCESS AGREEMENT

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

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

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

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

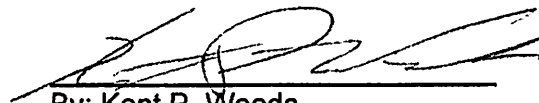
This Reciprocal Access Agreement is created for the benefit of the owners of Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 5, Hageman Subdivision, Second Filing, all in the City of Laurel, Yellowstone County, Montana.

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

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

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

MCDONALD LAND HOLDINGS LLC
A Nevada series limited liability company



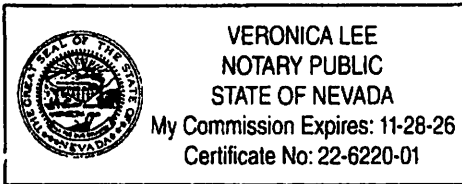
By: Kent P. Woods
Its: Manager

Date: 7/5/2024

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

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

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



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

File Attachments for Item:

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

RESOLUTION NO. R24-54

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE AGREEMENT FOR *PRO TEM* JUDGE SERVICES.

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

Section 1: Approval. The Independent Contractor Service Agreement by and between the City of Laurel (hereinafter “the City”) and Judge He Does It, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Agreement with Judge He Does It on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of July, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of July, 2024.

APPROVED by the Mayor the 23rd day of July, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**INDEPENDENT CONTRACTOR SERVICE AGREEMENT
WITH *PRO TEM* CITY COURT JUDGE**

This Agreement by and between the City of Laurel, a City within the State of Montana, hereinafter referred to as “the City,” and Judge Raphael J. He Does It, hereinafter referred to as the “*Pro Tem* City Court Judge” or “the Judge,” is as follows:

WHEREAS, Laurel City Court Judge Jean Kerr has appointed Judge Raphael J. He Does It to serve as *Pro Tem* City Court Judge of the City’s City Court through an Independent Contractor Service Agreement and not as a City employee; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and the Judge agree as follows:

1. INDEPENDENT CONTRACTOR STATUS:

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other person or organization.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

2. **TERM OF APPOINTMENT:**

The Judge has accepted the appointment of *Pro Tem* City Court Judge for the City of Laurel, commencing on or around January 1, 2024 and continuing thereafter, until terminated by either party as described herein. The Judge must comply with all requirements for service as a *Pro Tem* City Court Judge, including but not limited to complying with all training requirements imposed by the State of Montana.

3. **SCOPE OF SERVICES:**

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted City Court according to the requirements of the Montana Constitution, the Official Code of Montana, the Code of Judicial Conduct, the Uniform Rules, City Courts of the State of Montana and such other rules as may be prescribed by the Supreme Court of the State of Montana. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings as agreed upon by and between the sitting City Court Judge for the City of Laurel and Judge He Does It. The Judge also shall perform the duties described in section 4.

4. **JUDICIAL INDEPENDENCE AND ADMINISTRATION:**

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the Judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

5. **COMPENSATION:**

The Judge's compensation for Services is set forth below:

- Hourly Rate for Services: \$35.00 per hour (includes travel time)
- Mileage at GSA mileage rates for travel to City Court

The Judge shall invoice the City on a monthly basis, or as soon as practicable following the signing of this Agreement.

6. **METHOD OF PAYMENT:**

The Judge shall provide invoices directly to the City, which the City will pay in

accordance with its Purchasing and Procurement policies and procedures.

7. CONTRACT ADMINISTRATION:

This Agreement shall be administered by the City Mayor and/or designee on behalf of the City and by the Judge on his own behalf.

8. TERMINATION OF AGREEMENT:

This Agreement may be terminated by either party at any time within ten (10) days written notice, unless otherwise mutually agreed by the parties.

9. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Montana, and any dispute regarding this Agreement shall be resolved in Yellowstone County, State of Montana.

10. SEVERABILITY

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

(Signatures on next page)

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF LAUREL

PRO TEM CITY COURT JUDGE

By: _____

By: _____

Mayor Dave Waggoner

Judge Raphael J. He Does It

Date: _____

Date: _____

File Attachments for Item:

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

RESOLUTION NO. R24-55

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH DR. JEDEDIAH WALKER FOR THE MEDICAL DIRECTOR POSITION FOR THE LAUREL AMBULANCE SERVICE.

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

Section 1: Approval. The Independent Contractor Service Contract between the City of Laurel and Dr. Jedediah Walker for the Medical Director position with the Laurel Ambulance Service, a copy attached hereto, is hereby approved.

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

Introduced at a regular meeting of the City Council on July 23, 2024, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 23rd day of July, 2024.

APPROVED by the Mayor this 23rd day of July, 2024.

CITY OF LAUREL

David Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk/Treasurer

Approved as to form:

Michelle Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 23rd day of July, 2024, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Dr. Jedediah Walker, whose address is 6287 Canyonwoods Drive, Billings, MT 59106, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform medical director duties for City as described by the State of Montana Board of Medical Examiners.

B. Effective Date and Term. The term of this contract is for one year. The contract will automatically renew for one year periods upon expiration unless either party terminates the contract pursuant to the provisions of Section Nine herein.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) per quarter to provide medical director services to the City. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing.

SECTION THREE CITY’S RESPONSIBILITIES

The City shall pay Contractor the quarterly sum pursuant to Section Two by the 15th of every fourth month. City shall pay Contractor the full quarterly cost, plus any additional work or services beyond those services in Section One, if agreed upon in writing by both parties.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct

the work to the best of his/her ability.

**SECTION FIVE
INDEMNITY, INSURANCE AND PERFORMANCE BOND**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract contains the entire agreement and understanding of the parties and supersedes any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEEN
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 23rd DAY OF JULY, 2024.

CITY OF LAUREL

CONTRACTOR

David Waggoner, Mayor

Dr. Jedediah Walker

ATTEST:

Kelly Strecker, City Clerk/Treasurer

File Attachments for Item:

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

RESOLUTION NO. R24-56

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH RIVER RIDGE LANDSCAPING CO.

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and River Ridge Landscaping Co., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with River Ridge Landscaping Co. on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of July, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of July, 2024.

APPROVED by the Mayor the 23rd day of July, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 23rd day of July, 2024, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and River Ridge Landscaping Co, a contractor licensed to conduct business in the State of Montana, whose address is 3223 River Road, Laurel, Montana 59044, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated February 13, 2024, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor seventy-nine thousand five hundred dollars and no cents (\$79,500.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the

results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**SECTION FIVE
INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third-party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 23rd DAY OF JULY 2024.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

River Ridge Landscaping

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



Date: February 13, 2024

From: Steve Lehenbauer
River Ridge Landscape Company

To: City of Laurel

Re: Kiwanis Park

Here is our bid for the Kiwanis Park irrigation system on Mountain View Ln in Laurel, Montana.

Our price is based on a similar system as used at Russel Park. Same materials will be used. A plan will be provided once proposal is accepted. Pricing includes all the labor and materials. The city of Laurel to provide water source and power for controller. Similar to the Russel Park. Pricing does not include Davis Bacon wages.

Construction will be in 2024

Total for Irrigation System: \$79,500.00

Please let me know if I can answer any further questions.

Sincerely,

Steve Lehenbauer
steve@riverridgelandscape.com
406-628-7317