

AGENDA CITY OF LAUREL CITY COUNCIL MEETING TUESDAY, JULY 14, 2020 6:30 PM COUNCIL CHAMBERS

NEXT RES. NO. R20-34

NEXT ORD. NO. O20-03

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 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 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 three minutes.

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

<u>1.</u> Approval of Minutes of June 23, 2020.

Correspondence

2. Judy Goldsby and Gavin Williams Reappointment Letters to the City/County Planning Board.

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 for the months of June 2020 and July 2020.
- 4. Approval of Payroll Register for PPE 6/28/2020 totaling \$227,342.91.

Ceremonial Calendar

Reports of Boards and Commissions

5. Budget/Finance Committee Minutes of June 23, 2020. Budget/Finance Committee Minutes of July 7, 2020. Park Board Minutes of June 18, 2020. Emergency Services Committee Minutes of June 22, 2020. Library Board Minutes of May 12, 2020. Public Works Committee Minutes of June 15, 2020.

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

- 6. Appointment of John Bartham to the Laurel Volunteer Fire Department.
- 7. Resolution No. R20-34: A Resolution To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel, Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.
- 8. Resolution No. R20-35: A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection
- 9. Resolution No. R20-36: A Resolution Authorizing The Renewal Of The Lease Agreement With Laurel Chamber Of Commerce For The Laurel Chamber Building For An Additional Five Year Term.
- 10. Resolution No. R20-37: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With True North Contracting For Asphalt And Concrete Replacement Work Related To The Construction On The 5th Avenue Railroad Crossing Within The City Of Laurel.
- 11. Resolution No. R20-38: A Resolution To Approve Property Owners' Request To File A Petition To Annex Their Property Located At 810 West 7th Street To The City Of Laurel, Montana.
- 12. Resolution No. R20-39: A Resolution Of The City Council Authorizing The Award Of Grants From The Tax Increment Financing District Funds Pursuant To The Lura Small Grant Request Program For Eligible Applicants And Improvements.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

DATES TO REMEMBER

File Attachments for Item:

Approval of Minutes of June 23, 2020.

MINUTES OF THE CITY COUNCIL OF LAUREL

JUNE 23, 2020

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:31 p.m. on June 23, 2020.

COUNCIL MEMBERS PRESENT:	Emelie Eaton Scot Stokes Richard Klose	Heidi Sparks Richard Herr Irv Wilke Don Nelson
COUNCIL MEMBERS ABSENT:	Bruce McGee	
OTHER STAFF PRESENT:	None	

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

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

MINUTES:

<u>Motion by Council Member Eaton</u> to approve the minutes of the regular meeting of June 9, 2020, as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CORRESPONDENCE:

- Laurel Chamber of Commerce 4th of July Correspondence.
- Ban On Open Burning & Stage 1 Fire Restrictions High Fire Danger Yellowstone County Correspondence.
- Laurel Airport Authority Minutes of May 26, 2020.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- Claims entered through June 19, 2020, in the amount of \$1,057,831.54. A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- Approval of Payroll Register for PPE 6/14/2020 totaling \$194,831.46.

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

<u>Motion by Council Member Eaton</u> to approve the consent items as presented, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of June 9, 2020.
- Tree Board Minutes of May 21, 2020.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

Council Minutes of June 23, 2020 SCHEDULED MATTERS:

• Appointment of Philip Swain and Michelle Grider to the Laurel Volunteer Ambulance Service.

Motion by Council Member Stokes to approve the Mayor's appointment of Phillip Swain and Michelle Grider to the Laurel Volunteer Ambulance Service, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

• Appointment of Wallace Hall to Cemetery Commission for a two-year term ending June 30, 2022.

<u>Motion by Council Member Nelson</u> to approve the Mayor's appointment of Wallace Hall to the Cemetery Commission for a two-year term ending June 30, 2022, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

• Appointment of Richard Herr to the Cemetery Commission for a two-year term ending June 30, 2022.

Motion by Council Member Klose to approve the Mayor's appointment of Richard Herr to the Cemetery Commission for a two-year term ending June 30, 2022, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

• Appointment of Richard Herr to the Tree Board for a three-year term ending June 30, 2023.

<u>Motion by Council Member Wilke</u> to approve the Mayor's appointment of Richard Herr to the Tree Board for a three-year term ending June 30, 2023, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

• Appointment of LuAnne Engh to the Tree Board for a three-year term ending June 30, 2023.

<u>Motion by Council Member Herr</u> to approve the Mayor's appointment of LuAnne Engh to the Tree Board for a three-year term ending June 30, 2023, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

• Appointment of Arthur Vogele to the Library Board for a five-year term ending June 30, 2025.

Motion by Council Member Sparks to approve the Mayor's appointment of Arthur Vogele to the Library Board for a five-year term ending June 30, 2025, seconded by Council Member Herr.

Arthur Vogle, 520 Date Avenue, thanked Council and Mayor for the opportunity to continue to serve on the Library Board.

There was no council discussion. A vote was taken on the motion. Council Member Sparks, Herr, Klose, Nelson, Stokes, and Eaton voted aye. Council Member Wilke voted nay. Motion carried 6-1.

Appointment of Shane Linse to the Airport Authority for a five-year term ending June 30, 2025.

<u>Motion by Council Member Sparks</u> to approve the Mayor's appointment of Shane Linse to the Airport Authority for a five-year term ending June 30, 2025, seconded by Council Member Herr. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0. Council Minutes of June 23, 2020

• Resolution No. R20-33: A Resolution Awarding A Three-Year Contract With Olness And Associates For Auditing Services Through Fiscal Year Ending 2022 And Authorizing The Mayor To Sign Said Contract For The City Of Laurel.

Motion by Council Member Eaton to approve Resolution No. R20-33, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

A Council Member stated that at the most recent Public Works Committee and Emergency Services Committee meetings, there had been discussion regarding the intersection at 5th Avenue and W. Main Street. It was requested the Council discuss the traffic situation at that intersection.

Hunter Education and Bow Education has been null and void this spring. There have been no classes or field classes. Fish Wildlife and Parks are offering an online curriculum for anyone that needs this education. All fees have been waived.

Park Board will have their next meeting on July 2, 2020, at 5:30 p.m. in Council Chambers.

MAYOR UPDATE:

Mayor Nelson stated he would have a statement regarding when the Yellowstone County DMV office will open back up again for both the City's website and Facebook page.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

<u>Motion by Council Member Stokes</u> to adjourn the council meeting, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 6:52 p.m.

Brittney Moorm n, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 14th day of July 2020.

Thomas C. Nelson, Mayor

Attest:

Bethany Langve, Clerk/Treasurer

File Attachments for Item:

2. Judy Goldsby and Gavin Williams Reappointment Letters to the City/County Planning Board.

Yellowstone County



COMMISSIONERS (406) 256-2701 (406) 256-2777 (FAX) P.O. Box 35000 Billings, MT 59107-5000 commission@co.yellowstone.mt.gov

June 23, 2020

Ms. Judy Goldsby 2741 Alpine View Dr. Laurel, MT 59044

RE: Re-appointment to Laurel City/County Planning Board

Dear Ms. Goldsby,

The Board of County Commissioners of Yellowstone County has re-appointed you to the abovenamed board. Your term by this appointment will be June 30, 2022.

We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chairman

Donald W. Jones, Member

John Ostlund, Member

BOCC/emw

c: Ms. Brittney Moorman, P.O. Box 10, Laurel, MT 59044 Board File - Clerk & Recorder

Yellowstone County



COMMISSIONERS (406) 256-2701 (406) 256-2777 (FAX) P.O. Box 35000 Billings, MT 59107-5000 commission@co.yellowstone.mt.gov

June 23, 2020

Mr. Gavin Williams 406 Fairway View Dr Laurel, MT 59044

RE: Re-appointment to Laurel City/County Planning Board

Dear Mr. Williams,

The Board of County Commissioners of Yellowstone County has re-appointed you to the abovenamed board. Your term by this appointment will be June 30, 2022.

We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS YELLOWSTONE COUNTY, MONTANA

Denis Pitman, Chairman

Donald W. Jones, Member

John Ostlund, Member

BOCC/emw

c: Ms. Brittney Moorman, P.O. Box 10, Laurel, MT 59044 Board File - Clerk & Recorder

File Attachments for Item:

5. Budget/Finance Committee Minutes of June 23, 2020.
Budget/Finance Committee Minutes of July 7, 2020.
Park Board Minutes of June 18, 2020.
Emergency Services Committee Minutes of June 22, 2020.
Library Board Minutes of May 12, 2020.
Public Works Committee Minutes of June 15, 2020.

Minutes of City of Laurel Budget/Finance Committee Tuesday, June 23, 2020

Members Present:	Emelie Eaton Scot Stokes	Richard Klose
Others Present:	Mayor Nelson	Bethany Langve

The Meeting was called to order by Chair Eaton at 5:31 pm.

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.

General Items

- Review and approve the minutes of the June 9, 2020 meeting. Richard Klose made a motion to approve the minutes of the June 9, 2020 Budget and Finance Committee meeting. Scot Stokes seconded the motion to approve the June 9, 2020 Budget and Finance Committee meeting minutes, all in favor, motion passed.
- Review and recommend approval to Council Claims entered through 06/19/2020. The Claims Detail reports and the Check Registers were reviewed for accuracy prior to the meeting by the Committee. Richard Klose made a motion to recommend approval to Council the claims entered through 06/19/2020. Emelie Eaton seconded the motion to recommend approval to Council the claims entered through 06/19/2020, all in favor, motion passed.
- Review and approve Payroll Register for pay period ending 06/14/2020 totaling \$194,831.46. The two-page summary was reviewed, signed, and dated. Richard Klose made a motion to approve the payroll register for pay period ending 06/14/2020 totaling \$194,831.46. Scot Stokes seconded the motion, all in favor, motion passed.

New Business - None

Old Business

- The Committee discussed the payments to the Fire Association. The Committee discussed having a resolution passed by Council for this monthly payment. This would create a clear record for any future Council Members, Mayor's, or Clerk Treasurer's to review. Having a resolution in place would remove any questions regarding how the payments began, the amount to be paid, and frequency of payments. This would also create a document for the Auditors to use to verify the approval of the payments by Council. The Committee asked if there are any receipts or payroll records submitted for the Drill Pay/Meal Pay. The Clerk Treasurer stated we do not receive receipts for meal, and the City never has. She also stated the Payroll Clerk receives a document from the Fire Department monthly, however the Clerk Treasurer does not know if it shows the Drill Pay attendance. She stated she will bring one of the reports to the next meeting. The Clerk Treasurer stated having a resolution in order would be great.
- The Committee also discussed the Fiscal Year 2021 Budget. They wanted to know the progress on the Budget and how the Fiscal Year is looking. The Clerk/Treasurer stated she

had received most of the Fiscal Year 2021 budget documents from the Department Heads. The Clerk/Treasurer stated General Fund is the main concern for the Fiscal Year 2021. She stated she was concerned about the SRO's going back to school, the Entitlement Share, Gambling Revenues, Property Tax Revenues and Business Licenses. The Committee asked if any local businesses have officially closed. The Mayor stated none of our local businesses have closed, that he is aware of. He does know that our small businesses are struggling, and any help they can receive is much needed. The Committee asked if any new business licenses have been applied for. The Clerk/Treasurer stated she would bring a report.

Other Items

- Review the Comp/OT report for pay period ending 06/14/2020. The Committee reviewed the report and had no questions or comments.
- Clerk/Treasurer Update The Clerk/Treasurer stated she had nothing at this time. She stated she would bring one of the Fire Department payroll documents, and a business license report.
- Update from the Mayor The Mayor stated he will be working with the Clerk/Treasurer to create a conservative budget document. The concerns over COVID-19 revenue losses is high. He stated the Unemployment Rate has gone up 10%, and there is concern this is only the beginning. The Committee asked if the City was going to receive any funding from the State for COVID-19 costs. The Mayor stated all costs associated with COVID-19 were being paid by the Emergency Fund. He stated the Emergency Fund had money in it that had to be expended prior to any State Funds being requested. The Committee asked how much money was left in the Emergency Fund. The Clerk/Treasurer stated she would bring that amount to the next meeting.

Announcements -

- The next Budget and Finance Meeting will be held on Tuesday July 14, 2020 at 5:30pm
- Scot Stokes will be reviewing claims for the next meeting
- The meeting was adjourned at 6:28pm

Respectfully submitted,

Bethany Langve Clerk/Treasurer

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

MINUTES CITY OF LAUREL PARK BOARD THURSDAY, JUNE 18, 2020

Members Present:

Scot Stokes – ChairRichard HerrJon RuttIrv WilkeAdvisory Member:Matt Wheeler – Public Works Superintendent

Evan Bruce Phyllis Bromgard (arrived late)

Public Input: - None

General Items

• Approve minutes of the March 5, 2020 Park Board meeting. Council Member Wilke made a motion to approve the minutes of the March 5, 2020 Park Board meeting. Jon Rutt seconded the motion to approve the minutes of the March 5, 2020 Park Board meeting, all in favor, motion carried 5-0.

New Business - None

Old Business

- Riverside Park Update The City has yet to receive a firm date regarding the state of construction. The Public Works Superintendent expects this work to begin any day now. All the necessary approvals have been given, and the contractor has received the notice to proceed. The Committee asked if it is possible the park will be open by the end of July. The Public Works Superintendent stated it would be highly likely, as the original date of completion was before July 4th.
- Riverside Park Camping Fees and Fee Collection The Committee discussed online ٠ reservations, and different kiosks for fee collection. The kiosks allow for credit card payment of fees. The kiosks are expensive though. The Committee discussed using online registration or the envelope method like the state does. The State will not allow the City to piggyback off their system. However, access to the site, Reserve America, is available for approximately \$1,000, plus \$99 a month maintenance fee and \$5 per reservation. This would allow for a list to be printed, and an officer could verify the space has been paid for. The \$1,000 fee gets a map put on their website, and the company takes care of all reservations. The Committee discussed fees for the different types of camping spots. The Committee discussed reviewing the fees next year, after they see how much the spaces are used. The Committee discussed signing up for online reservations this year versus next year, and where the money for the website was going to come from. The Committee does not believe Department of Justice funds can be used because this software is not part of the Riverside Park Master Plan, however the Committee is going to ask. The Committee asked how issues with Park reservations are handled. There is phone number to call, and the Police Department will most likely have to deal with it. The Committee is concerned about thefts if there is a locked box, at the campsite, for collecting fees. The Committee discussed having the City of Laurel website be able to accept reservations. The Committee discussed having a collection box for the first year, and then evaluating the amount of money received after this first year. The Committee discussed the fact the Laurel Police Department is very busy and may not be able to go down there nightly and check on payments. The Committee agrees that after the first year, getting on the Reserve America website, is a good plan. The Committee discussed having a City Staff Member go down to the park each morning at

7:30am and check for payment stubs. The Public Works Superintendent had concerns regarding City Staff confronting individuals about non-payment that early. The Public Works Superintendent feels more comfortable with law enforcement confronting individuals who are not paying. The City Staff could report the non-payment concerns to the Police Department. The Committee would like to see Facebook be used to spread the word regarding the park. Next year the Committee will look at the website and raising the fees.

• Jaycee Hall Lease Discussion – The City is looking into taking all the buildings over and have no additional leases in the Park. The Jaycee Hall lease terminates in six months. The City still needs to investigate the possibility of Asbestos in the caretaker's house before demolition. Jon Rutt made a motion to not approve any leases at Riverside Park. Council Member Herr seconded the motion to not approve any leases at Riverside Park, all in favor, motion carried 6-0. The Chair will check with the City Attorney regarding the proper way to notify any current lease holders their lease will not be extended.

Other Items -

- The City is having another meeting tomorrow regarding Lyon's Park. The two engineers need to meet and discuss the plans.
- The Committee discussed holding the next meeting on July 2nd or on July 9th. The Committee agreed to hold the next meeting on July 2nd.

Announcements

• The next Park Board meeting is scheduled for July 2, 2020 at 5:30pm.

MINUTES CITY OF LAUREL EMERGENCY SERVICES COMMITTEE MONDAY, FEBRUARY 24, 2020

An Emergency Services Committee Meeting was held in the Council Chambers and called to order by Committee Chair Bruce McGee at 6:00 p.m. on February 24, 2020.

COMMITTEE MEMBERS PRESENT:

- _x_Bruce McGee, Chair
- _x_ Irv Wilke
- _x_Pat Kimmet
- ____ Richard Dawes
- _x_Richard Klose _x_Heidi Sparks _x^Taryn Massa

OTHERS PRESENT:

Brent Peters, Fire Chief Levi Vandersloot, Ambulance Director Stan Langve, Chief of Police

Public Input: None.

General Items:

1. Review and approve the minutes of the Emergency Services Committee meeting of January 27, 2020.

Motion by Council Member Wilke to Approve the minutes of the Emergency Services Committee meeting of January 27, 2020, seconded by Council Member Klose, A vote was taken on the motion, and all six committee members present voted aye. Motion carried 6-0.

2. Removal of Richard Dawes from the Emergency Services Committee:

Chairman McGee stated that Richard Dawes has not been to a meeting in a very long time, and the process to remove a member, per the City Attorney, was to have a motion by the Committee. Council Member Klose made a motion to remove Richard Dawes from the Emergency Services Committee, effective immediately. Taryn Massa seconded the motion to remove Richard Dawes from the Emergency Services Committee. The Chairmen stated that the appointment to fill the vacancy is the authority of the Mayor. He stated that he would inform the Mayor of the vacancy, so a new member could be appointed. The Committee asked if the vacancy would be advertised, and the Chair stated there is always something posted regarding vacancies. The Chair stated that anyone interested in serving on the Emergency Services Committee needs to formalize a letter to the Mayor. The Chair stated if anyone interested in serving on the Committee members present voted any questions, he would be happy to answer them. All six Committee members present voted aye, motion carried 6-0.

3. Update from the Fire Chief, Brent Peters:

The Fire Chief stated that the report for January 2020, the Firefighters have responded to 42 calls totaling 495 hours. There were 2 hours of fire prevention, 203 hours of training, and 46 hours of maintenance for a grand total of 746 hours. The Chief stated that longtime retired Firefighter, Chuck Rogers passed away. He was a member of the Laurel Volunteer Fire Department for 27 years, and a Mayor of Laurel at one time. The Chief gave the details regarding Mr. Rogers funeral. The Chief wanted to follow-up on last month's conversation. The Chief had a correction that needed to be made in the minutes of the January 27, 2020 meeting. He had already told the Clerk/Treasurer, but

the number of gallons maintained is 3500. The Chief did some research regarding billing for services, and he has yet to find anything regarding billing in the State of Montana. The only items he has found to date are regarding negligent arson, or if someone does not live within the districts. He stated there are mixed reviews regarding Fire Department's billing for services. This is due to the fact that Cities receive tax money to fund these services. The Districts pay directly for the fire services so he is not sure if they can double bill for those services. He stated that in some states it is legal to bill for services and in some states it is not. The Chief is going to continue to research this question. The Chief stated if the City can bill for services, we need to be prepared for some angry citizens, because they are basically being double billed. The Chief compared it to the Safety Mill Levy because people are paying for services and then being asked to pay for it again. The Chief stated that the City Attorney may want to take a look at this. The Chair explained this discussion topic stemmed from him asking if the Fire Department was billing for services covered by insurances. The Chief stated again that he has not found the légal statutes that would allow for this billing. He has found blogs and forums talking about it but those can be filled with inaccurate information. The Chief stated that he could go talk to insurance agents regarding this and see what information they share with him. The Chief stated the Department can definitely bill if the individuals are not in the City or Fire Districts. The Chief stated that he is working with the Clerk/Treasurer and going forward any bills from the Fire Department will be generated by the Chief and sent to the Clerk/Treasurer. The Chair stated he agrees the City Attorney needs to weigh in on this, and he would like to take this to City Council and find out if they want to move forward with it or not. The Committee asked the Chief if this would be for people outside the City who do not pay taxes to the City, and the Chief confirmed this was correct. The Committee asked the Chief who would do the billing if the Fire Department and Ambulance Department worked on an accident involving out of state vehicles. The Chief stated he would bill them for the cost of the engine going to the scene. The Chief stated he read where one department out of North Carolina had billed out approximately \$78,000 and had received \$1,100 in payments. The Committee asked if the Fire Department would be billing the individual or the insurance company. The Chief explained he would bill the individual and they would take that bill to their insurance company. The Committee asked if this would require a resolution or ordinance passed by City Council. The Chief stated he already has the ability to bill for the Fire Department as it is in Laurel Municipal Code. The Committee asked if this was something the Ambulance billing company could do for the City. The Chief stated down the road this is something they could certainly do. In the past the Chief has not billed for these types of services, but if the City Council wants him to then the City Attorney would need to be involved, and possibly a collection agency. The Chief stated the City would need to look into tracking people down, possible liens on businesses, etc. if this is something, they want him to pursue. The Committee stated there are a lot of factors that must be looked at. The Chief stated when he responds to a call, billing someone is not on his mind, saving the individual is. The Clerk/Treasurer stated she will correct the minutes to reflect the correct number of gallons.

4. Update from Police Chief, Stan Langve:

The Police Chief stated that the month of February has been a busy month. The total calls for Police, Fire, and Ambulance, for the month to date were 507. He expects another 200 before the month of February is over. He stated there were 57 traffic stops, and some of the bigger cases have been worked. He stated there is an increase in assault calls, and felony assault calls. He stated there was one unattended death on the 10th of February that took a lot of manpower, and resources. Just the scene security involved took two days' worth of manpower. Suspicious activity and thefts are increasing. He stated that more transients are moving through town. There were 22 warrants served, which is good for the City. He stated that the detective has had approximately one sex assault a week. He stated he had a received a report on Officer Sedgwick, who is at the academy. He is doing very well and will graduate the first part of April. The Chief has started the hiring process to hire

two officers. The Department will be down an officer because one officer is moving to Helena, and another officer has already left the department. The Chief explained the next big project for the department is upgrading their radios. The repeater is also a high priority, and some site surveys need to be done so a better location for it can be found. He explained that the portable radios also need to be upgraded. Currently the department has hand-me-down radios that are 14-15 years old. He stated the current portable radios are no longer serviced, and this is another reason they need to be upgraded. The Committee asked what has caused the increase in warrants. The Chief explained that two of the big ones served were for the Taco Bell drive thru robbery. The Marshalls assisted with getting those two individuals served and through their attorneys they turned themselves in. The Chief explained that most of this is due to female's that have warrants. The jail has gotten the new female wing open so they will take the individual on the warrant. The Committee asked about the new jail being built in Carbon County. They wanted to know if this would be a location the City of Laurel would contact for taking individuals. The Chief stated that would be out of jurisdiction for the City of Laurel and if they did take anyone the City would have to pay for it. He stated this jail will open full because this jail is years behind being build. It was necessary years ago, but the levy did not pass for it. He does hope that when that jail opens it will allow for more room at the Yellowstone jail. The Chief stated the Yellowstone County jail is so full that inmates are being housed in Townsend. Officers must drive to Townsend to pick up inmates and then drive them back.

5. Update from the Ambulance Director, Levi Vandersloot;

The Ambulance Director stated the total number of patient contacts is 164, compared to last year was 118. The Department is a lot busier and is having a lot of overtime due to that. The Ambulance Director stated they need more people. He stated having a combined department would not sustain the call volume they currently have. He stated moving forward having full time employees on every day is the only solution. The transports are up, compared to last year. In January 2019, the department had 30 and this year they had 50. He stated this will help with revenue because now the department can respond to transports. He stated the department is still overwhelmed at this time. The Committee asked if the Director kept track of how many calls the department cannot make. The Director stated they do keep track of those calls. He stated in January 2020 the department missed 16 calls, however the Quick Response Unit or QRU went to 9 of those calls. The Committee asked how long the response is when the department misses a call. The Director stated sometimes it is quick, however sometimes it can take a long time. The Department missed a call at 4:00am this morning and there was no ambulance available until 8:00am. There was nobody available to respond to the call, and the full-time employees responded when they arrived. The Director stated this call was not life threatening and the individual was stable at a nursing home, however he has witnessed life threatening calls have to wait for long periods of time. The Committee asked how many full-time employees the department had now. The Director stated there were 5 full time employees and the Mayor has a job description for a director. The Committee asked how many of the volunteer became full time employees, and the Director state three of them did. The Committee asked if there was a plan in place to get more volunteers to replace those three. The Director stated the department is advertising for volunteers. He stated people do not want to volunteer for \$3.50 and hour. He stated the department is looking at adjusting the \$3.50 an hour.

New Business: None

Old Business:

6. Safety Mill Levy Discussion:

The Chair stated that the Ambulance Director had provided him with DA Davidson's contact information. They assist with bond levy projects. The Chair contacted DA Davidson and spoke with Bridgette Extrum. The Chair and her had a great conversation. Bridgette provided the Chair with some ideas regarding the levy. She stated Dorsey and Whitney may be a good source for help with the Safety Mill Levy. She also recommended contacting Montana League of Cities and Towns. The Clerk/Treasurer previously provided the number of days required to get a Safety Mill Levy on a ballot. It requires 85 days, after the order of resolution, to be placed on a ballot. The soonest this could be placed on a ballot is possibly June 2nd. Bridgette stated if the mill levy was in the amount of 20 mills, it would raise approximately \$160,000 a year for the Ambulance Department. This would increase the taxes on a \$100,000 home by \$4 a year. It would increase the taxes on a \$200,000 home by \$8 a year. These are loose figures, so the Committee needs to know how much money the Ambulance Department needs annually, and what those funds will be used for. The Committee also needs to know the length of time the levy is going to be for. If the levy is given a sunset date, it can be brought forward again to the voters prior to that sunset date to extend it. The Ambulance Director stated that five more employees would be needed for the department and this would cost approximately \$241,000. The Director stated there is an ambulance available for sale in Whitehall and it is \$120,000. He would like to try to purchase this ambulance for the department this fiscal year. He agrees this levy would need a sunset date, for review, and increase or decrease. The Ambulance Director has called County Commissioner Pitman regarding an Ambulance district. The County will need to assist with this funding. The Committee wants to make sure they have accurate and detailed information to provide to the public. The Ambulance Director is working hard to talk with the County regarding ambulance service. The Committee talked about the timing of the mill levy. The Committee wants to make sure the levy is given enough time to be prepared properly and thoroughly. The Committee does not understand why the information gathering process is taking as long as it is. The Committee agreed that the June 2nd date was going to be cutting it too close. The Ambulance Director stated this levy needs to move forward because his department is not getting by with the staff they have. The committee agreed that the November election is not a good time for this levy. The Ambulance Director stated in case this levy fails the first time, the City should not give up. Shepard did not pass their levy the first time, and they went back and tweaked the levy for a second time. The Committee requested to know what the future needs are of the Police and Fire Departments. The Committee wants to know this so when the Ambulance Department doing good financially, the focus can switch to the other two departments. The Committee requested a list of levies with sunset dates. They feel this information would be vital to provide to the community. The community may be more agreeable to pass this levy if other levies are sunsetting. One of the Committee members requested the levy be put on the June 2nd ballot for approval. The Chair stated he would request this be put on the March 3rd meeting agenda and see what the response is. The Committee will continue to discuss balancing the timeline versus giving the levy appropriate attention. The Chair stated the City could possibly pick a separate ballot date however the cost of ballots, etc. would have to be paid for the City. Putting this levy on with an already scheduled election cuts those costs. The Committee requested to know what the cost of a mail-in ballot would be, or special election. Chief Peters stated he agreed that the other two departments needed to be looked at for their needs. The Chief has a questionnaire that he would like to get out to the Council and the Community. It is a questionnaire asking what individuals want. He stated this questionnaire will help him and the department budget for future needs of the City.

Other Items: None

Announcements

Next Emergency Services meeting will be held on March, 2020, at 6:00pm

Motion by Committee Member Kimmet to adjourn, seconded by Council Member Klose. A vote was taken on the motion. All six Committee Members present voted aye. Motion carried 6-0.

The Emergency Services Committee adjourned at 7:07 p.m.

Respectfully submitted,

Bethany Langve Clerk/Treasurer

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

Brittnev Moorman



Bret Rutherford <brutherford@co.yellowstone.mt.gov> Wednesday, March 4, 2020 7:42 AM Bethany Langve RE: Special Election Costs

Without any knowing any details, roughly \$3,800 for mail ballot and \$5,700 for poll election.

From: Bethany Langve <cityclerk@laurei.mt.gov> Sent: Tuesday, March 3, 2020 8:38 PM To: Bret Rutherford <brutherford@co.yellowstone.mt.gov> Subject: Special Election Costs

Hello Bret,

How much would a special election cost approximately for the City of Laurel?

Bethany Langve Clerk/Treasurer City of Laurel, Montana (406) 628-7431 extension 2 4

MINUTES CITY OF LAUREL

Library Board

05/12/2020

06:08 PM

Laurel Library

COMMITTEE MEMBERS PRESENT:

X Dixie Feller, Board Chair X Bill Hanson, Vice-Chairman X Nancy Schmidt, Secretary Emilie Eaton

- X Arthur Vogele
- X Samantha Barnhart on phone
- X Clair Killebrew Foundation Liaison

OTHERS PRESENT:

1. Public Input

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

a. Arthur stated that he had been sent a letter from Mayor Nelson asking if he was interested in being reappointed to the Library Board for a second term. Arthur is currently the Chair for South Central Federation and would like to remain in his position.

2. General Items

- a. Arthur motioned the Library Board minutes for March 2020 and April 2020 be accepted as presented, Bill seconded the motion; motion passed.
- b. Ray Wells made a donation to the library in the amount of \$50.00. Eileen Burton also donated to the library in the amount of \$100.00 for the purchase of the rest of the books in the "Poldark" series.
- c. <u>Circulation Report</u> -Traffic: down 54%; circulation: all items circulated totaled 1,462 (including 570 eBooks), book circulation was down 17.3%, media circulation was down 919%, eBook checkouts for this month was 41% of total book circulation, we circulated 0 items to partners and 0 items from other libraries -- courier service has been siloed until further notice; <u>computers</u>: internet use was down 1900%, children's use was down 130%, wi-fi use : up <u>273</u>% (not a typo); <u>patron cards</u>: city registrations made up 60.1% of library users, county patrons 38% and non-resident registered patrons 1%. There were 0 official tech assists in May.

3. New Business

- a. Nancy has applied for e-rate funding this year (2020) to help offset internet and phone costs for the next fiscal year. We are waiting for approval to find out how much we will receive off our Spectrum bill.
- b. There hasn't been any information about the budget except a cc'd email from Mrs. Langve to Fire Chief Peters stating that Mayor Nelson has given her his instructions, but we needed to be patient about receiving our budgets from her. Dixie recommended that we work on the numbers and present what we have to the Council in June.
- c. The Summer Reading Program may be going digital this year. The Lego Guy that had arranged to participate this summer has cancelled his show because of COVID-19 restrictions.
- d. Montana Correction Enterprises has been asked to give a quote on new shelving in the library. The Foundation is looking at pursuing grants to update the shelving in the library along with the circulation desk and the conference table. Part of updates will be in honor of former librarian Margaret Freund. As soon as we have more information, we will share it with the Board.
- e. Bob Engel has been in to ask about the status of resuming library activities. Board members discussed plans to resume activities and decided that none should resume until the end of May or until Governor Bullock moves to Stage 3 reopening procedures. Arthur motioned that we follow the Governor's guidelines for reopening, Samantha seconded the motion; motion passed.

4. Old Business

- a. COVID-19 guidelines for the library will involve staying with limited hours until the end of May (or longer) and not resuming activities and programs as discussed in last topic.
- b. The School Lunch Program will continue for until the end of May as it is currently running 3 days a week with multiple meals being given at a time to each child. When school is dismissed for the summer there may be some changes made to how, and when, the meals are served. We will post new information on our website and Facebook page.
- c. The South Central Federation meeting was held twice this spring: Saturday, March 14th at the Laurel Public Library and online April 16th. There will be 2 sets of minutes to submit for approval at the next Federation meeting being held in Red Lodge on September 12, 2020.
- d. The Foundation is not able to hold its regular spring meeting this year due to COVID-19 guidelines. The suggestion was made that we set up the ability of patrons to make donations online in lieu of a book sale giving them a letter of receipt to use for taxes or as credit on the next book sale.

- e. Invoices for March and April 2020 were reviewed. There were no questions about the expenditures. Bill motioned that the invoices be accepted as presented for payment, Arthur seconded the motion; motion passed.
- f. The library received over \$500 in memorials from 12 donors in honor of Marilee Wold. These monies will be used toward expenses from MCE items.
- g. Montana Library Association was cancelled but the classes are being posted online as free webinars. Anyone that signs up through ASPeN can attend the webinars.
- h. Nancy attended the Network Advisory Council meeting online. The NAC members voted to authorize the State Library to use CARES money for library hot spots, MontanaLibrary2Go funding, and online reading program. Each public library will receive at least 2 hot spots to loan to patrons for a 14-day period. This will include the data contract to run the hot spots. MontanaLibrary2Go will receive over \$80,000 in funding to help purchase more electronic content for
- patrons. The program, ReadSquared, will be made available to public libraries that wish to participate for the Summer Reading Program. This will be all online and we will have access to it for 2 years – all year long.
- 5. Other Items
 - a. Arthur stated that it was time to address the non-attendance and lack of participation in library affairs of the Board members. To date, there is one Board member that has seeming stopped attending the board meetings and hasn't helped promote the library in any way over the last 12 months. The voting Board members further discussed the lack of said participation and unwillingness to attend trainings at length. Arthur motioned that the membership of Emelee Eaton be revoked and removed as a regular member of the Library Board of Trustees. Bill seconded the motion; motion passed.
 - b. Clair Killebrew expressed an interest in returning to the Board if we are unable to fill the open seat now vacated by Emelie Eaton.
 - c. Upcoming Items:

The library will be closed for the Memorial Day weekend Friday, May 22nd through Monday, May 25th. Staff will take vacation days or remaining personal hours for this weekend.

- 6. Announcements
 - a. Next regular meeting is Tuesday, June 9, 2020 at 6:00 pm in the Community Room of the Laurel Public Library.

Bill motioned to adjourn the meeting at 7:36 pm, Arthur seconded the motion; motion passed.

Respectfully submitted,

Nancy L Schmidt

Nancy L Schmidt Secretary for the Board

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

Minutes Public Works committee Monday, June 15, 2020 Council conference room

Present: Marvin Carter Richard Herr Dan Koch Heidi Sparks, Committee Chair Irv Wilke, Committee Vice-Chair Kurt Markegard, Public Works Director

Meeting was called to order at 6:00pm.

There was no public input.

General Items:

Committee last met in February due to social distancing requirements. Review and approved the February 19, 2020 minutes. Irv Wilke made a motion to approve minutes, this was seconded by Richard Herr. Motion carried.

Committee reviewed Emergency Call Outs since last meeting, which included March, April and May (attached).

New Business:

The committee discussed Community Outreach via the city's new website. Items to note:

- All city projects are now listed on the website and includes updates on project status, pictures of interest and progress, and scheduling of project
- Online payments now available for utilities bill on the website

There was also a brief mention of a possible Public Works branding project in the future. No further information at this time.

Old Business:

The committee reviewed the Engineering Report from KLI (attached).

Other Items:

 Dan Koch discussed concerns with the traffic issues at 5th and Main intersection. Would this be possible to convert to a 4-way stop to help with traffic issues. Committee determined this should go to Emergency Services committee as Public Works does not handle traffic issues. Irv Wilke and Heidi Sparks stated they would bring it to Emergency Services June committee meeting.

Announcements:

Next meeting is scheduled for Monday, July 20, 2020 6:00pm.

Meeting adjourned at 7:00pm

Respectfully submitted, Heidi Sparks, Public Works Chair Emergency Call-outs for Public Works June 15, 2020 PW meeting

- 3-29 Village lift station alarm
- 4-10 Elm lift Station alarm
- 4-30 Emergency Utilities locate
- 5-2 Water leak on Laurmac Lane
- 5-7 Clean Storm water siphon
- 6-10 Clean up glass on a street
- 6-13 Reported Ducks stuck in a storm sewer





WWTP Screw Press (KLJ #1804-00120)

Current Status:

• Warranty Inspection NLT August 2, 2020

Sanitary Sewer H₂S Remediation (KLJ #1804-00122)

Reason for Project: Buildup of H₂S within the WW collection system has led to deterioration of manholes and other system components.

Project Scope: Complete the design and construction administration for the proposed air injection/diffuser system to address H₂S build-up within the system.

Current Status:

- Chemical Treatment didn't really work
- Adding water to the lift station seems to reduce the amount of H₂S.
- This needs further analysis

On-Call Professional Services (KLJ #1804-00347)

Project Scope: Services may include engineering, surveying, planning or government relations.

Current Status:

None

East 6th Street Improvements (KLJ #1804-00121)

• Warranty Inspection NLT August 15, 2020

Data and Asset Management (KLJ # 1804-00461)

Reason for Project: Consolidate infrastructure information

Project Scope: Assemble city infrastructure data into a single source, which can be used to track and manage assets

Current Status:

• KLJ is progressing- Tentative Project completion July 1, 2020





East Downtown Infrastructure Improvements (KLJ #1804-01309)

Reason for Project: Reconstruction and rehabilitation of streets, utilities and various other infrastructure improvements including Washington Ave., Idaho Ave. and Ohio Ave. generally bound between E. Main Street and E. 1st Street, as well as E. 1st Street generally bound between Washington Ave. and Alder Ave.

Project Scope: Preliminary engineering, design, bidding and construction.

Current Status:

- Project is currently being constructed
- Sewer main construction is complete
- Water main and Storm Sewer is complete by June 1, 2020
- Construction on began on street 18 May
- Completion Date Sep 1

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

Reason for Project: Update old standards

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

Current Status:

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

2019 Pavement Maintenance (KLJ #1904-00230)

- Warranty Inspection NLT August 21, 2020
- One warranty issue identified in May and already repaired





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. KU will prepare staff reports, recommendations, and attend meetings upon request.

Current Status:

- <u>Floodplain Management</u> Joint Application for improvements at Riverside Park has been approved
- <u>Subdivision Review</u> Goldberg Sporting Estates- On hold
- <u>Growth Policy Update</u> This project is continuing with coordination between the Laurel City Planner and KLJ.

Riverside Park Campground (KLJ # 1904-00634)

Reason for Project: New campground in Riverside Park

Project Scope: Work consists of surveying and designing a new campground within Riverside Park.

Current Status:

- Bid opening May 13, 2020
- Weave Consulting apparent low bidder (\$245,057.00)
- Contract Executed 8 Jun 2029
- Tentative Notice to Proceed July 6

2020 Pavement Maintenance (KLJ #1904-01874)

Reason for Project: This continues the City's annual pavement maintenance.

Project Scope: This year's scope entails crack seal and chip seal on streets identified as a having a paser rating of 6. This excludes the MDT designated Urban Routes.

Milestones:

- Crack seal and overlays are complete
- Chip seal in 60 days (alloy crack seal to set)
- Substantial Completion-August 2020
- Final Completion- August 2020

Current Status: Construction On-Going





Other Notes and Information

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

Anticipated FY20 Projects

- 1. West Railroad Street Reconstruction- Proposal submitted
- 2. Water Storage Tank Recoat
- 3. Water System Planning
 - a. Master Plan Update (potentially update PER concurrently)
 - b. Booster station rehabilitation or replacement (task order forthcoming)
 - c. Water storage tank
- 4. Capital Improvement Plan (CIP) assistance pending further direction from the City.
- 5. Water Line/Yellowstone River Crossing
- 6. Sewer Main Repair of Elm Lifts station

Other Potential Future Projects

- 1. WWTP Archimedes Screw Rehabilitation
- 2. Examining engineer review of 3rd Party submittals to City
- 3. On-call government relations
- 4. West Side TIFF
- 5. School Lot

File Attachments for Item:

6. Appointment of John Bartham to the Laurel Volunteer Fire Department.





June 19, 2020

City of Laurel PO Box 10 Laurel, Mt. 59044

Mayor and Laurel City Council,

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

Firefighters. John Bartham

John has been selected unanimously by the Department and are seeking your appointment.

All personnel have been approved by the Chief of the Department.

BISIA

Brent Peters Fire Chief Laurel Volunteer Fire Department

File Attachments for Item:

7. Resolution No. R20-34: A Resolution To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel, Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.

RESOLUTION NO. R20-34

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on July 14, 2020, by Council Member

PASSED and APPROVED by the City Council of the City of Laurel this 14th day of July 2020.

APPROVED by the Mayor this 14th day of May 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

CITY OF LAUREL SCHEDULE OF FEES AND CHARGES As of TUESDAY, JULYNE __5, 201820 / RESOLUTION NO. R2019-__

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

Police Department Fees and Charges

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

Fire Department Fees and Charges

Incident Report (NFIRS Copy)	30.00
Photograph Copies – Color (35mm) PrintsCost of Processing + \$	25.00

Photograph Copies – EnlargementsCost of Process	sing + \$25.00
Photograph Copies – Digital (Copy of Disk)	
Fire Suppression Fees Charged to Non-Residents or for Code or Ordinance Violations	φφ
Base Rate for First Hour of Response for working fires, rescue operations, hazmat or	
large scale incidents	\$1.100.00
Base Rate for Service Assist Calls or Minor Calls	
For each Fireman	
Base Rate for Assist and Investigate	
Rates for Additional Hours after the First Hour of Any Response	¢200100,11001
(Time calculated from time of response to return to service.)	
Engine #1	\$250.00
Engine #2	
Engine #4	
Squad5	
Tender #1	
Tender #2	
Support #1	
Command 1	
Command 2	
Brush #1	•
Brush #2	
Brush #2	
Brush #5	
Business inspection within jurisdiction – marketing fireworks, firecrackers and other pyrotech	
False Fire Alarms (per year)	
First	Free
Second	
Third	
Fourth +	
Fire Extinguisher Training	
10 Students	\$150.00
-Additional per student	
	φ τοτ ο σ
Ambulance Service Fees	
Paramedic Base Rate	\$1, 24 00.00
Basic Base Rate	
Mileage with Patient (per mile)	
Other Charges	_
Treat Only	\$ <u>1</u> 80.00
Basic Disposable Supplies	\$1 2 70.00
Paramedic Disposable Supplies	
Defibrillator Supplies	
EKG Supplies	\$50.00
Wait Time	\$ <u>5</u> 45.00
Extra Attendant	\$ <u>7</u> 45.00
DOA Transport	\$ <u>20</u> 150.00
Stand-By Rate (per Hour)	\$ <u>10</u> 80.00
Nebulizer	\$ 20 <u>35</u> .00
Decontamination of Ambulance	\$70.00
IV Supplies	\$50.00
Glucometer	\$ <u>4</u> 20.00
PlusePulse Ox	\$20.00
Spinal Immobilization	
Splinting	\$25.00

Supraglottic Airway (BVM/King)	
Suction Kit	\$15.00
Intraosseous Kit (IO)	\$200.00
Wound Care	\$20.00
Pelvic Splint (any size)	\$100.00
Burn Kit	
Needle Decompression	
ET Intubation	
Capnography Monitoring	
Cricothyrotomy	
Medication Charges	φ130.00
Adenosine	\$ 25.00
Albuterol Neb 5mg	
Amiodarone	
Aspirin	
Atropine	
Benadryl Tab 25mg	
Calcium Gluconate	
D5W Solution	
D10W Solution per 1000 ml	
D10W Solution per 1000 mi	
Diphenhydramine Injectable 50 mg	
·	
Dopamine	
Epinephrine Injector Adult	
Epinephrine Injector Pediatric	
Epinephrine 1 mg/ml	
Epinephrine 1:1000	
Epinephrine 1:10000	
Fentanyl	\$ 30.00
Furosemide	\$ 10.00
Glucagon 1mg	\$4 <u>5</u> 00.00
Haloperidol	\$15.00
Humidified Oxygen	
Ipratropium Bromide Inhalant 2.5 ml	\$ 5.00
Ketamine	
Lidocaine	
Magnesium Sulphate	\$ 20.00
Midazolam	
Morphine Sulfate per 10 mg	
Narcan (Naloxone) per 2 mg.	
Nitro Tab	
Nitrous Oxide Administration	
Norepinephrine	
NS Solution 500 cc	
NS Solution 1000 cc	
Ondansetron (Zolfran) Injectable 4 mg	
Ondansetron (Zolfran) Oral 4 mg	
-	
•	
Thiamine 200 mg	\$ 25.00
Tranexamic Acid (TXA)	
Oral Glucose 30 g Oxygen Sodium Bicarbonate Solu-Cortef 100 mg Solu-Medrol 125 mg Thiamine 200 mg	\$ 15. \$ 80. \$ 50. \$ 75. \$ 20.

Oral Glucose 30g\$15.00	
Morphine Sulfate per 10 mg\$30.00	
Narcan (Naloxone) per 2 mg\$55.00	
NS Solution 500cc \$30.00	
NS Solution 1000cc	
Humidified Oxygen	
Ondansetron (Zolfran) oral per 4 mg	
Solu-Medrol 125 mg	
Thiamine 200 mg	
Diphenhydramine Injectable 50 mg\$10.00	
Impratropium Bromide Inhalant 2.5 ml	
Solu-Cortef 100 mg	\$
80.00	Ψ
EMT Class (plus the cost of books and testing)	
Advanced EMT Class (plus the cost of books and testing)	

Water Rates & Charges

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

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

System Development Fees (Based on Line Size):

³ / ₄ Inch	\$1,500.00
1 Inch	\$2,685.00
1¼ Inch	\$4,170.00
1½ Inch	\$6.000.00
2 Inch	\$10,710.00
3 Inch	\$24,000,00
4 Inch	\$42,855.00

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

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

Utility Hook-Up Fees:

Water Tapping – Two Inches or Less	\$2 <u>5</u> 0 0.00
Water Tapping – Greater Than Two Inches	Fee x 1.25
Labor/Operator Rate Per Hour	
Heavy Equipment Rate Per Hour	
5 1 1	

Other Fees for Repairs, etc.:

Frozen or Damaged Meter	Replacement meter or meter parts cost plus 25%
-	\$40.00
*	
Hydrant meter rental	\$476.00/month prorated plus the total usage

Utility Billing Fees and Deposits:

New Accounts or Re-Establishing an Account	\$25.00
Restoring Service to a Delinquent Account	\$50.00

Deposit for New Meter Accounts, No Service in Previous Year	\$150.00
Charge for check returned by bank as unpaid	\$30.00

Wastewater Rates & Charges

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

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

System Development Fees

System Development Fees (Based on Line Size) – Sewer	
Residential	
Each housing unit	\$1,000.00
Duplex = 2 units; Triplex = 3 units; Four-plex = 4 units; Etc.	

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

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

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

Solid Waste Fees and Charges

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

(Resolution No. R15-101) (4) <u>Multiple Containers</u>. Non-residential users who use multiple containers shall be assigned a volume of use variable for each container used.

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

Non-Residential Garbage Disposal Rate Schedule

See current resolution.

Park and Recreation Fees and Charges

Shelter Reservation	\$40.00
Special Events in Parks	\$50.00/one day
Youth Sports in Parks	

Riverside Park Camping Fees	
With water and electricity	\$20.00 per night
With no water	\$15.00 per night
Tent camping	\$12.00 per night

Library

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

Cemetery Fees

(Discussive Comparison constaling must be gradent at all intermediate)	
(Please Note: Cemetery caretaker must be present at all interments.)	
(Please Note: Burials are not permitted on Sundays, holidays or Saturday afternoons.)	
City Residents	
Full Grave	\$350.00
Baby Grave	\$200.00
Non-Residents	
Full Grave	\$500.00
Baby Grave	\$250.00
Opening and Closing	
Full Grave	\$280.00
Full Grave on Saturday mornings	\$380.00
Baby Grave	\$200.00
Baby Grave on Saturday mornings	\$250.00
Cremation	
Cremation on Saturday mornings	
Two Cremations on single plot	\$225.00
Two Cremations on single plot on Saturdays	\$ 300.00
Set Cremation Urn at existing Headstones	
Private Sale of any plot (transfer processing fee)	\$25.00
Disinterment fee for a full burial	\$300.00
Disinterment fee for cremains	\$225.00

Planning Fees

Zone Change	\$1,100.00 + \$25.00/acre
Site Plan Review Fee (Residential)	\$ 100.00
Site Pan Review Fee (Commercial)	
Zone Change	\$ 1,100 + \$25.00/acre
Residential	

All Zone Change Applications resubmitted within 1 year

	\$550.00
of a withdrawal request made after the legal advertising	
Conditional Use Application (Residential)	
Conditional Use Application (Commercial)	
Special Review (Residential)	
Special Review (Commercial)	\$ 550.00
All Special Review Applications resubmitted within one year	
of a withdrawal request made after the legal advertising	\$550.00
Annexation into the City of Laurel (80 acres or less)	
Annexation into the City of Laurel (81 acres or more)	\$300.00 + \$35.00/acre
Home Occupations	
Planned Unit Development (PUD) Concept Plan	\$550.00
Planned Unit Development (PUD) Preliminary Plan	
Planned Unit Development (PUD) Final Plan	
Temporary Use Permit	
Vacation of Street or Alley	\$1 <u>5</u> 1 0.00
Variance (Residential)	\$ 500.00
Variance (Commercial)	
Variance Residential	\$500.00
All Variance Applications resubmitted within one year	
of a withdrawal request made after the legal advertising	\$500.00
Zoning Map Amendment	\$ 1,100.00 + \$ 25.00/acre
Staff Research	
Cash in Lieu of Parking Spaces Except in the Central Business District	
Outdoor Seating	
Floodplain Permit	
Review of Buildings for Lease or Rent	\$ 200.00
Zoning Compliance Fee	
• •	· · · · · · · · · · · · · · · · · · ·

Subdivision Application Fees

Suburysion repriction 1 ces	
Pre-Application Meeting	
Preliminary Plat (Major)	\$1,375.00 + \$50.00/Lot
Major Subdivision	\$1,375.00 + \$50.00/Lot
Preliminary Plat (Mir	nor <u>)-Subdivision</u> \$600.00
+ \$50.00/Lot	
Final Plat (Major-or Minor)	\$ <u>7</u> 5 50.00 + \$25.00/Lot
Final Plat (Minor)	
Planned Unit Development (PDU) Concept Plan	\$550.00
Planned Unit Development (PDU) Preliminary Plan	\$1,100.00 + \$25.00/Lot
Planned Unit Development (PDU) Final Plan	\$550.00
Subdivision for Rent or Lease Preliminary Plan	\$1,375.00
Subdivision for Rent or Lease Final Plan	\$550.00
Corrections or Vacations or Recorded Final Subdivision	
Plats or Supporting Documents	\$220.00
Corrections or Adjustments to Plats, Conditions, and	
Supporting Documents after Preliminary Plat Approval:	
Minor Adjustments	
Major Subdivisions affecting:	
6 to 40 lots	 \$1,100.00
41 to 200 lots	 \$3,300.00
Over 200 lots	 \$4,400.00
Minor Subdivisions	 \$440.00
Exempt Subdivision	
Corrections or Vacation of Recorded Final Subdivision Plats or Supporting Documents .	\$250.00

Minor Adjustments	\$250.00
Major Adjustments:	
Major Subdivisions affecting:	
6 to 40 Lots	\$1,100.00
41 to 200 Lots	\$3,300.00
Over 200 Lots	\$4,400.00
Minor Subdivisions	
All Appeals the	Same as Application Fee
Zoning Map Amendment	
Staff Research	
Cash in Lieu of Parking spaces except in the Central Business District	\$1,000.00
Outdoor Seating	
Floodplain Permit	
Review of Buildings for Lease or Rent	
Subdivision for Rent or Lease Preliminary Plan	
Subdivision for Rent or Lease Final Plan	
Zoning Compliance Fee	
Building Permit Fees	
Building Permits	See Appendix A
Fence Permits	\$50.00
Plan Review	35% of Building Permit Fee
Demolition Permits	<u>See Appendix A</u> \$45.00
Re-Inspection	\$50.00
Moving Permit	
Mobile Home Inspection (Blocking permit includes two meter inspections)	\$50.00
Mobile Home Water Meter Inspection	\$25.00 per additional inspection
Permit to Work in the Right-of-Way – Gravel Surface	\$75.00
Permit to Work in the Right-of-Way – Paved Surface	
Encroachment Permit (per Year)	
Approach, Sidewalk, Curb, and Gutter	
Residential Roofing Permit	
Commercial Rooting Permit	See Appendix A
Commercial Roofing Permit	

Residential Roofing Permit	
Commercial Roofing Permit	
Sign PermitSee Appendix A	
Temporary Sign Portable and Banner Sign PPermit	
Fire Inspection (Initial and One Follow-Up)\$35.00	
Fire Inspection (per additional inspection)	
Re-Inspection \$45.00	
Moving Permit	
Mobile Home Inspection (Blocking permit includes two meter inspections)	
Mobile Home Water Meter Inspection	ction
Mobile Home Water Meter Inspection	ction
Mobile Home Water Meter Inspection	etion
Mobile Home Water Meter Inspection \$25.00 per additional inspect Permit to Work in the Right of Way Gravel Surface Permit to Work in the Right of Way Paved Surface Permit to Work in the Right of Way Paved Surface State \$45.00 Encroachment Permit (per Year) \$50.00	etion
Mobile Home Water Meter Inspection	ction
Mobile Home Water Meter Inspection \$25.00 per additional inspect Permit to Work in the Right of Way Gravel Surface \$25.00 Permit to Work in the Right of Way Paved Surface \$45.00 Encroachment Permit (per Year) \$50.00 \$50.00 Approach, Sidewalk, Curb, and Gutter \$55.00 Residential Roofing Permit \$50.00	ction
Mobile Home Water Meter Inspection \$25.00 per additional inspect Permit to Work in the Right of Way Gravel Surface \$25.00 Permit to Work in the Right of Way Paved Surface \$45.00 Encroachment Permit (per Year) \$50.00 \$50.00 Approach, Sidewalk, Curb, and Gutter \$55.00 Residential Roofing Permit \$50.00 Commercial Roofing Permit \$50.00	ction
Mobile Home Water Meter Inspection \$25.00 per additional inspect Permit to Work in the Right of Way Gravel Surface \$25.00 Permit to Work in the Right of Way Paved Surface \$45.00 Encroachment Permit (per Year) \$50.00 \$50.00 Approach, Sidewalk, Curb, and Gutter \$55.00 Residential Roofing Permit \$50.00	ction

APPENDIX A: BUILDING PERMIT FEES

Building Permit Fees are determined by the **Total Valuation** of the project. For **new construction and additions** the total valuation is determined by the most recent <u>Valuation Data as published by the International Code Council.square foot</u> <u>construction costs</u> as <u>published in the Building Safety Journal</u>. For **remodel projects**, the total valuation is based on the <u>documented project cost</u>.

Total Project Cost	Permit	Total Project Cost	Permit	Total Project Cost	Permit
From To	Fee	From To	Fee	From To	Fee
\$1 \$500	\$24	\$24,001 \$25,000	\$391	\$62,001 \$63,000	\$735
\$501 \$600	\$27	\$25,001 \$26,000	\$401	\$63,001 \$64,000	\$742
\$601 \$700	\$30	\$26,001 \$27,000	\$411	\$64,001 \$65,000	\$749
\$701 \$800	\$33	\$27,001 \$28,000	\$422	\$65,001 \$66,000	\$756
\$801 \$900	\$36	\$28,001 \$29,000	\$432	\$66,001 \$67,000	\$763
\$901 \$1,000	\$39	\$29,001 \$30,000	\$442	\$67,001 \$68,000	\$770
\$1,001 \$1,100	\$42	\$30,001 \$31,000	\$452	\$68,001 \$69,000	\$777
\$1,101 \$1,200	\$45	\$31,001 \$32,000	\$462	\$69,001 \$70,000	\$784
\$1,201 \$1,300	\$48	\$32,001 \$33,000	\$472	\$70,001 \$71,000	\$791
\$1,301 \$1,400	\$51	\$33,001 \$34,000	\$482	\$71,001 \$72,000	\$798
\$1,401 \$1,500	\$54	\$34,001 \$35,000	\$492	\$72,001 \$73,000	\$805
\$1,501 \$1,600	\$57	\$35,001 \$36,000	\$502	\$73,001 \$74,000	\$812
\$1,601 \$1,700	\$60	\$36,001 \$37,000	\$512	\$74,001 \$75,000	\$819
\$1,701 \$1,800	\$63	\$37,001 \$38,000	\$523	\$75,001 \$76,000	\$826
\$1,801 \$1,900	\$66	\$38,001 \$39,000	\$533	\$76,001 \$77,000	\$833
\$1,901 \$2,000	\$69	\$39,001 \$40,000	\$543	\$77,001 \$78,000	\$840
\$2,001 \$3,000	\$83	\$40,001 \$41,000	\$553	\$78,001 \$79,000	\$847
\$3,001 \$4,000	\$97	\$41,001 \$42,000	\$563	\$79,001 \$80,000	\$854
\$4,001 \$5,000	\$111	\$42,001 \$43,000	\$573	\$80,001 \$81,000	\$861
\$5,001 \$6,000	\$125	\$43,001 \$44,000	\$583	\$81,001 \$82,000	\$868
\$6,001 \$7,000	\$139	\$44,001 \$45,000	\$593	\$82,001 \$83,000	\$875
\$7,001 \$8,000	\$153	\$45,001 \$46,000	\$603	\$83,001 \$84,000	\$882
\$8,001 \$9,000	\$167	\$46,001 \$47,000	\$613	\$84,001 \$85,000	\$889
\$9,001 \$10,000	\$181	\$47,001 \$48,000	\$623	\$85,001 \$86,000	\$896
\$10,001 \$11,000	\$195	\$48,001 \$49,000	\$633	\$86,001 \$87,000	\$903
\$11,001 \$12,000	\$209	\$49,001 \$50,000	\$643	\$87,001 \$88,000	\$910
\$12,001 \$13,000	\$223	\$50,001 \$51,000	\$651	\$88,001 \$89,000	\$917
\$13,001 \$14,000	\$237	\$51,001 \$52,000	\$658	\$89,001 \$90,000	\$924
\$14,001 \$15,000	\$251	\$52,001 \$53,000	\$665	\$90,001 \$91,000	\$931
\$15,001 \$16,000	\$265	\$53,001 \$54,000	\$672	\$91,001 \$92,000	\$938
\$16,001 \$17,000	\$279	\$54,001 \$55,000	\$679	\$92,001 \$93,000	\$945
\$17,001 \$18,000	\$293	\$55,001 \$56,000	\$686	\$93,001 \$94,000	\$952
\$18,001 \$19,000	\$307	\$56,001 \$57,000	\$693	\$94,001 \$95,000	\$959
\$19,001 \$20,000	\$321	\$57,001 \$58,000	\$700	\$95,001 \$96,000	\$966
\$20,001 \$21,000		\$58,001 \$59,000	\$707	\$96,001 \$97,000	\$973
\$21,001 \$22,000	\$349	\$59,001 \$60,000	\$714	\$97,001 \$98,000	\$980
\$22,001 \$23,000	\$363	\$60,001 \$61,000	\$721	\$98,001 \$99,000	\$987
\$23,001 \$24,000	\$377	\$61,001 \$62,000	\$728	\$99,001\$100,000	\$994

Building Permit Fees for projects with total values of \$100,001 to \$500,000 are \$994 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof up to and including \$500,000. Building Permit Fees for project with total values of \$500,001 to \$1,000,000 are \$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof up to and including \$1,000,000. Building Permit Fees for projects with total values of \$1,000,000 or fraction thereof. **F** and **F** and

File Attachments for Item:

8. Resolution No. R20-35: A Resolution Approving The Agreement Between The City Of Laurel And The Laurel Airport Authority, Said Agreement Relating To Fire Protection

RESOLUTION NO. R20-35

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF LAUREL AND THE LAUREL AIRPORT AUTHORITY, SAID AGREEMENT RELATING TO FIRE PROTECTION

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

Section 1: <u>Approval</u>. The Agreement between the City of Laurel and the Laurel Airport Authority, relating to fire protection for the fiscal year 2020-2021, a copy attached hereto, is hereby approved.

Section 2: <u>Execution</u>. The Mayor and the City Clerk/Treasurer of the City of Laurel are hereby given authority to execute said agreement on behalf of the City.

Introduced at a meeting of the City Council on July 14, 2020, by Council Member _____.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 14th day of July 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



LAUREL, FIRE/ENS 215 West 1st Street • Laurel, MT • 59044 OFFICE 406.628.4911 • Fax 406.628.2185

May 4, 2020

Laurel Airport Authority PO Box 242 Laurel, Mt. 59044

Dear Laurel Airport Authority Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire district contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer contract with a 2% increase from last year contract. The increase is due to the rising inflation cost of expenses associated to the fire service. Such increases are for fire apparatus, both new equipment and the maintenance and repair of existing apparatus, personal protective equipment, rising fuel costs and equipment purchases to maintain a highly effective service to our districts.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease				Annual Payment
2020-2021	\$4895.08	X	.02	\$97.90	+	\$4895.08	H	\$4992.98

If your Board of Directors accepts this contract amount, the City of Laurel and the Laurel Fire Department are requesting that the new contracts will be finalized and ready to be presented to the City of Laurel Council by first the Council Workshop in June. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor please contact me and arrange a date and time at your convenience to meet.

Enclosed you will find the contract for the next year of service. Please sign and return to the following by May 27, 2020.

Brittney Moorman Council Secretary PO Box 10 Laurel, Mt. 59044

Thank you for your support. If there is anything we can do to help support the Fire District of the Laurel Airport Authority please don't hesitate to call us. Feel free to contact me with any questions or concerns.

1/1/1

Brent S. Peters Fire Chief, Laurel Fire Department bpeters@laurel.mt.gov 406-628-4911

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2020, by and between the CITY OF LAUREL, a municipal corporation, Yellowstone County, Montana, hereinafter referred to as "City", and LAUREL AIRPORT AUTHORITY, hereinafter referred to as "Airport Authority".

WHEREAS, the said Airport Authority has requested the City to provide fire protection to the said district and the said City is agreeable to provide said fire protection.

NOW, THEREFORE, for the mutual benefit and advantage of each, it is herewith agreed as follows:

I.

That the City, in consideration of the covenants and agreements of the Airport Authority hereafter agrees as follows:

- 1. To dispatch the City fire equipment and personnel to fight fires, explosions, or any other emergency call to endangered property within the said Airport Authority district upon notification of the City.
- 2. It is expressly agreed and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.
- 3. It is further mutually covenanted, agreed and understood that in the event fire or explosion or emergency calls shall occur simultaneously in the Airport Authority district and within the City's municipal boundaries that the City shall have the preference to use its equipment and manpower in protecting the City property first, and that protection of City inhabitants and property shall have preference and priority over any call, demand of the Airport Authority.
- 4. The Chief of the City of Laurel Fire Department shall make the investigation of all fires within the organized fire district or explosions and attempting to determine the cause, origin, and circumstances of same.

II.

The Airport Authority district in consideration of the covenants and agreements of the City, as herein stated, agrees as follows:

- 1. To pay to the City the total sum of <u>four thousand nine hundred ninety two dollars</u> <u>and ninety eight cents</u> (\$4,992.98). One-half of the said fees shall be paid on or before December 31, 2020 and the remaining one-half shall be paid on or before June 30, 2021.
- 2. In the event that the Airport Authority district is enlarged or additional buildings built therein that the City may adjust the compensation upwards as required for the additional protection;

3. The Airport Authority agrees to cooperate with the City and the City Fire Department in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by the Fire Department personnel and/or the City Fire Inspector.

III.

It is mutually covenanted, agreed, and understood that the term of this agreement shall be for one (1) year, commencing on July 1, 2020 and expiring on June 30, 2021 subject to the extension provision below.

IV.

Prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new annual agreement. The parties may extend the agreement in writing that is accepted and signed by both the City's Mayor and the Airport Authority's Chairman.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

AIRPORT_AUTHORITY

Randy Smith, Chairman 1413/VP

File Attachments for Item:

9. Resolution No. R20-36: A Resolution Authorizing The Renewal Of The Lease Agreement With Laurel Chamber Of Commerce For The Laurel Chamber Building For An Additional Five Year Term.

RESOLUTION NO. R20-36

A RESOLUTION AUTHORIZING THE RENEWAL OF THE LEASE AGREEMENT WITH LAUREL CHAMBER OF COMMERCE FOR THE LAUREL CHAMBER BUILDING FOR AN ADDITIONAL FIVE YEAR TERM.

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

Section 1: <u>Approval.</u> The existing Lease Agreement between the City of Laurel and the Laurel Chamber of Commerce for leasing of the Laurel Chamber Building is hereby renewed and approved for an additional five-year term. A copy is attached hereto for convenience.

Section 2: <u>Terms and Conditions.</u> All terms and conditions of the existing Lease Agreement are affirmed by the Parties and shall remain binding, in effect, and unchanged.

Section 3: <u>Effective date</u>. The effective date for the Lease Agreement is the date approved by the City Council.

Introduced at a regular meeting of the City Council on July14, 2020 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 14th day of July 2020.

APPROVED by the Mayor this 14th day of July 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

LEASE AGREEMENT

This Lease Agreement is entered into this 14th day of July, 2020, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" (Lessee) and the Laurel Chamber of Commerce, whose business address is 108 E. Main Street, Laurel, Montana 59044.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

ARTICLE I

Purpose of Lease

The purpose of this Agreement is to lease Lessee certain and specific City facilities or property in order that Lessee may conduct its Chamber activities, including but not limited to, meetings, after hour events, and other community events, so long as such activity is not prohibited by City ordinance, resolution or regulation.

ARTICLE II

Property Leased

The City hereby leases and permits the use to Lessee and Lessee hereby leases from the City the following-described property and improvements located in the City of Laurel including the Laurel Chamber Building hereinafter referred to as "the premises" as specifically shown on Exhibit A and attached hereto and part of this Lease Agreement.

ARTICLE III

Parties

City: Office of the Mayor (City Clerk) PO Box 10 Laurel, Montana 59044 Phone: (406) 628-8456 Fax: (406) 628-2289 Lessee: Laurel Chamber of Commerce 108 E. Main Street Laurel, MT 59044 Phone: (406) 628-8105

ARTICLE IV Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during either 5-year term, the City agrees that Lessee may remove from the premises all equipment, materials and products owned and utilized by Lessee.

ARTICLE V

Lessee Obligations and Covenants

Lessee hereby covenants and agrees with the City that Lessee shall:

- Use and occupy the premises in a careful and proper manner and not commit any waste therein;
- Not use or occupy the premises for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
- 3. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessee and shall not unreasonably withhold such approval;
- 4. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
- 5. Lessee shall make no alterations, changes or revamping, remodeling or capital

improvement in or to the premises, without prior written permission approved by the Public Works Director and in addition thereto, Lessee shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessee or the work may proceed the same as if such approval was received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Chamber inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

- Provide the City copies of receipts for improvements and/or maintenance completed by the club or organization by December 31st to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;
- 7. Lessee and the City's Maintenance Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease anniversary date and an exit inspection at the end of the lease; Lessee must contact the City to arrange for the inspections; Lessee must also Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
- 8. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessee, their members, agents or employees. For such purpose, each Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product liability, in a reliable company or companies with minimum policy limit

3

\$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before July 1 of each year. The City and Lessee hereby grant to each other, on behalf of any insurance company providing insurance under this agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy;

- Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;
- 10. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Making sure to inspect the facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist;
- 11. Provide for necessary janitorial and maintenance services and supplies to insure the inside of the building is kept clean;
- 12. Be responsible for all damage (excepting reasonable wear and tear and not including acts of God) to property, public or private, that may be caused by this operation in the performance of this lease;
- 13. All signs and banners must comply with the LMC 15.40;
- 14. Lessee must provide a proper fire extinguisher;
- 15. Lessee must provide material safety data sheets (MSDS) for all cleaning chemicals or products that may contain hazardous materials in an approved MSDS booklet;
- 16. Extension cords may not be used, as they are against fire code;

- 17. Lessee shall allow participation in their organization for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;
- 18. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;
- 19. Lessee must provide contact information to the City of next year's board prior to the end of the season.

ARTICLE VI

Rent

- Lessee shall pay the City rent in the amount of \$100.00 per year as consideration for the use of the premises. Lessee shall pay annually on or before the anniversary date of their respective signatures on the lease.
- 2. Rent includes the following: Use and lawful possession of the premises.

ARTICLE VII

Repairs and Maintenance

City's obligations under this lease include mowing the lawn outside the Chamber Building and plowing snow in the parking lot and sidewalk when necessary and time allows. In addition, the City is responsible for major repairs defined as non-recurring structural, electrical, plumbing and mechanical repair. Lessee is responsible for all other maintenance and upkeep of all premises. The City's obligation to undertake major repairs does not include major repairs necessitated by any acts of Lessee, their agents, employees, officers, invitees.

ARTICLE VIII

Condition

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by the Lessee by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessee shall be conclusive evidence that Lessee accept the same "as is" and that the property was and is in similar or same condition at the time possession was accepted, under this Lease.

ARTICLE IX

<u>Right to Inspect Premises</u>

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessee have complied with its obligations hereunder with respect to the care and maintenance of the premises, and the repair or rebuilding of the improvements therein when necessary. This right of inspection may only be exercised after 24 hours' notice to Lessee of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessee will be available to accompany City's representative at the time of inspection.

ARTICLE X

Assignment/Cancellation/Termination/Negotiation

- 1. Assignment. Neither City nor Lessee may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
- 2. Cancellation. In the event the premises leased hereunder or any portion thereof is not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessee hereby waive any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.
- 3. Termination. City may terminate this lease if the Lessee fail to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified

mail, as noted.

4. Lessee may rent or sublet the premises for periods not to exceed 72 consecutive hours. However, lessee and/or the renter/subletor must obtain and provide liability insurance that names the City as an additional insured on the policy during the event. If alcohol is available or sold, the Lessee must obtain a special event permit for the event.

ARTICLE XI

Compliance With Ordinances and Regulations

Lessee, at their respective expenses, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which imposes any duty upon Lessee or the City with respect to the leased premises. Lessee, at their respective sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join with Lessee in applying for all such permits or licenses.

ARTICLE XII

Liability Insurance

Lessee shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessee as their respective interest may appear, comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessee shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessee shall be specifically named as insured under said policy.

ARTICLE XIII

Indemnification

Lessee hereby agrees to indemnify and to hold the City free and harmless from and against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessee or the failure of the Lessee to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessee or its agents, employees, patrons, invitees, suppliers or licensees, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessee free and harmless from any and all actions caused by the sole negligence of the City.

ARTICLE XIV

Use/Right of Entry and Inspection/Damage/Repairs

- Use. Lessee shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
- 2. Right of Entry and Inspection. Lessee shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all reasonable times for the purpose of inspection.
- Damage. It is specifically understood that any damage caused by Lessee or their guests to the premises during the term of this Lease shall be promptly corrected or replaced at the Lessee' expense.
- 4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessee.

ARTICLE XV

Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

ARTICLE XVI

Mortgages and Subleases

Lessee may not assign their rights under this lease or assign or encumber the premises without the prior written consent of the City.

ARTICLE XVII

Surrender Upon Termination

Upon the termination or cancellation of this lease Lessee, at their expense, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a similar or an improved condition as when received. There shall not be any holding-over by Lessee beyond the termination or cancellation of this lease. Any such holdingover by Lessee shall incur to the City a penalty fee of \$100.00 per day.

ARTICLE XVIII

Entire Agreement

This lease and attached Exhibit A shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

ARTICLE XIX

Partial Invalidity

In the event any provision of this Lease or part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE XX

Notices/Demands

Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

CITY OF LAUREL

LESSEE:

By:_

Mayor

By__

Chamber of Commerce

By___

City Clerk/Treasurer

To the City Council Members From the Laurel Parks Board

During the Park Board meeting of February 6, 2020, the board voted in favor to renew the lease with the Chamber of Commerce involving their building. There is no change to the lease from the previous lease.

Board Members; Irv Wilke, Evan Bruce, Jon Rutt, Richard Herr, Scot Stokes, and Phyllis Bromgard

File Attachments for Item:

10. Resolution No. R20-37: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With True North Contracting For Asphalt And Concrete Replacement Work Related To The Construction On The 5th Avenue Railroad Crossing Within The City Of Laurel.

RESOLUTION NO. R20-37

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH TRUE NORTH CONTRACTING FOR ASPHALT AND CONCRETE REPLACEMENT WORK RELATED TO THE CONSTRUCTION ON THE 5TH AVENUE RAILROAD CROSSING WITHIN THE CITY OF LAUREL.

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

Section 1: <u>Approval</u>. The contract between the City of Laurel and True North Contracting relating to asphalt and concrete work on the 5th Avenue Railroad Crossing Project, copy attached hereto, is hereby approved.

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

Introduced at a regular meeting of the City Council on July 14, 2020, by Council Member ______.

PASSED and APPROVED by the City Council of the City of Laurel this 14th day of July 2020.

APPROVED by the Mayor this 14th day of July 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 14th day of July 2020, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and True North Contracting, a contractor licensed to conduct business in the State of Montana, whose address is 911 1st Avenue, 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 June 25, 2020, 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 twelve thousand two hundred eighty two dollars and no cents (\$12,282.00) 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 14th DAY OF JULY 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

CONTRACTOR

True North Contracting

Employer Identification Number

Bethany Langve, Clerk/Treasurer

Exhibit A

-

911 1st. Ave Laurel, MT 59044 jb.tnc@aol.com 406-850-8745



PROPOSAL

Date Estimate # 6/25/2020

7-92

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

5th Ave

Description	Total		
Cut 4 curbs to be removed by MRL Cut 2 side walk sections to be removed by MRL Cut road for MRL to remove in a straight line Restore 1,476 Sq ft of 7" thick asphalt in 4 areas on either side of tracks Restore 25 LF of curb and gutter in 4 corners of crossing Restore 70 sq ft of sidewalk in 2 areas on North East and south East side	of tracks		500.00 10,332.00 725.00 725.00
1.Bid does not include price for bond or traffic control.		Total	\$12,282.00
 2. The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party. 3. Thank you for the opportunity to earn your business 		E OF PROPOSAL	
	DATE OF AC	CEPTANCE	

File Attachments for Item:

11. Resolution No. R20-38: A Resolution To Approve Property Owners' Request To File A Petition To Annex Their Property Located At 810 West 7th Street To The City Of Laurel, Montana.

RESOLUTION NO. R20-38

A RESOLUTION TO APPROVE PROPERTY OWNERS' REQUEST TO FILE A PETITION TO ANNEX THEIR PROPERTY LOCATED AT 810 WEST 7TH STREET TO THE CITY OF LAUREL, MONTANA.

WHEREAS, property owners Scott and Amy Slothower submitted the attached letter to the City seeking permission to annex their property into the City of Laurel; and

WHEREAS, the property at issue is located at 810 West 7th Street and is less than one city block in size and pursuant to city policy, requires City Council approval of the request to annex before the property owners can file their petition to annex; and

WHEREAS City Staff provided the property owners a copy of the City's Annexation Policy containing the process, terms, and conditions of annexation and the property owners decided it is in their best interest and desire to begin the process of annexation as indicated in their attached letter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby approves and authorizes Scott and Amy Slothower to file a Petition to annex their property located at 810 West 7th Street pursuant to the City's Annexation Policy and annexation procedures.

Introduced at a regular meeting of the City Council on July 14, 2020, by Council Member

PASSED and APPROVED by the City Council of the City of Laurel this 14th day of July 2020.

APPROVED by the Mayor this 14th day of July 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

June 22nd, 2020

The City of Laurel PO Box 10 Laurel, MT 59044

To the Laurel City Council,

My husband Scott and I purchased our home at 810 W. 7th St., in Laurel, about 4 years ago. The house is on both septic and cistern. We started having septic issues about the 2 years ago and have been trying to resolve the issue ever since with many techniques. The latest attempt to salvage the system was on June 12th, 2020. Heston Schessler with Schesslers Septic (406) 281-0811, came out and tried jetting out the leech field, by forcing water through the lines. Once he dug up the system however, he found that the roots from the nearby trees had encased and matted the legs of the leech field system, which made it impossible to jet it out. Given the size of the backyard and proximity to the existing watering ditch and wells that run along and to the south side of the property line (the side that our leach field is on), he said that replacing the leach field would not be an option.

Since we cannot fix or replace our leach field, our only remaining option would be to tie into the city services. Immediately adjacent to the east of our property, there are two town houses that are in the city limits and on city services. We believe it may be possible to tie into the same lines that are run to the town houses, but we may need to go all the way back to 8th street.

We have been in contact with Nick Altonaga and he shared the City's annexation policy packet. Our lot is smaller than one city block, so we are writing to state our wish to be annexed. Please consider allowing our home to be annexed into the city of Laurel.

Sincerely

Scott and Amy Slothower 810 W. 7th St. Laurel, MT. 59044 (406) 696-6401 amylslothower@yahoo.com

File Attachments for Item:

12. Resolution No. R20-39: A Resolution Of The City Council Authorizing The Award Of Grants From The Tax Increment Financing District Funds Pursuant To The Lura Small Grant Request Program For Eligible Applicants And Improvements.

RESOLUTION NO. R20-39

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE AWARD OF GRANTS FROM THE TAX INCREMENT FINANCING DISTRICT FUNDS PURSUANT TO THE LURA SMALL GRANT REQUEST PROGRAM FOR ELIGIBLE APPLICANTS AND IMPROVEMENTS.

WHEREAS, the City of Laurel approved a Small Grant Request Program proposed by the Laurel Urban Renewal Agency (LURA) through Resolution No. R19-42; and

WHEREAS, a number of property owners prepared and submitted applications seeking grant funding through the Small Grant Request Program for their respective projects; and

WHERAS, the LURA Board reviewed and considered all of the applications submitted and recommends the City Council's approval and award of small grants to the Applicants, for the amounts and purposes, attached hereto:

a.	Ron Seder, 119 West Main Street:	\$10,914
b.	Brian White, Mountain Land Rehabilitation:	\$9,270
c.	Shaun Jones, 101 W. Main Street:	\$6,000

WHEREAS, all the applicants, applications and projects are eligible for grant assistance and LURA recommends approval and funding of the same in the amounts provided herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Applicants listed herein are hereby approved for the grants pursuant to the Small Grant Request Program in the amounts provided herein to be paid from the City's Small Grant Request Program, Tax Increment Financing District Fund.

Introduced at a regular meeting of the City Council on July 14, 2020 by Council Member

PASSED and APPROVED by the City Council of the City of Laurel this 14th day of July 2020.

APPROVED by the Mayor this 14th day of July 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

LURA Small Grants Requiring Council final review and approval: Initial LURA Review and Approval on 6/22/2020

Ron Seder – 119 W. Main St.

- Technical Assistance: \$1,914.00
- Façade Grant: \$9,000
- Total Project Request: \$10,914

Brian White – Mountain Land Rehabilitation

- Technical Assistance: \$2,400
- Façade Grant: \$3,345
- Sign Grant: \$2,540
- General Small Grant: \$985.00
- Total Project Request: \$\$9,270

Shaun Jones - 101 W Main St.

- Façade Grant: \$6,000
- Total Project Request: \$6,000

LURA REVIEW	DATE
PLANNER REVIEW	DATE
CITY COUNCIL	DATE
AWARD	DATE
NOTIFICATION	DATE
INSPECTION	DATE
PAYMENT	DATE

Control No. 19-0311-085514



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LAUREL URBAN RENEWAL AGENCY (LURA)

Grant Application (choose Small or Large Grants) Fees

Small Grants Technical Assistance Grant Façade Grant Sign Grant Large Grant

\$300.00

\$300.00

Application fees are non-refundable.

Applicant Name (Last, First Middle)		Applicant Phone
Seder Ron Lee		406-8545,5050
Applicant Mailing Address (Street, City, State Zip)		Applicant E-Mail Address
48 whitehorse S. Rd	Laurel, MT	15912590 amail Con
Business Name		Laurel Business License Number
Business Physical Address (Street, City, State Zip)		Business Phone
119 W. Main Laure	1. MT 59044	() -
Business Activities (i.e. retail, office, etc.)	ice	
Business Owner Name (Last, First Middle)	Same as Applicant	Business Owner Phone
		() -
Business Owner Mailing Address (Street, City, Sta	te Zip)	Business Owner E-Mail Address
Building Frontage (building length along a public	Building Height (number of stories defined by	Historical District Building
street) 30 Pt W. main	current code)	Date Approv
feet 80 Ft 2nd ave.	feet stories ((Yes) No 8 10 2010
Property Legal Description (i.e. assessor parcel nu	imber)	
Property Legal Owner and Contact Information		

TOTAL:	\$1,200. \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Committed \$,. \$,. \$,. \$,. \$,. \$,. \$,. \$,. \$,. \$,.
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	\$26,730,-	\$,.
	LURA Funds Requested	Applicant Fund
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-

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program for a period of two years.

Date (MM/DD/YYY) Applicant Signature 011120 INCOMPLETE APPLICATIONSReturn Completed Applications To: Laurel Urban Renewal Agency (LURA) SHALL BE REJECTED ATTN: City Planner PO Box 10 Application processing time is a Laurel, MT 59044 minimum of 60 business days. (406) 628-7431 Approved Previous Applications (if any) Date Control No. Small 2018 Yes) No Yes 11 No 11 Yes No 11 Yes No 11 Yes No Brief Description of Type of Business and Services Provided by Applicant. to REAL-Don Ellington Restoration of Building and Store Hount Brief Description of Project. Brief Description of Project Time Line. will be done by July 1st 20 Explain how the project will support and/or improve the down town district. The New siding and Stone Wint will greatly gour Laund and neur look and add traffic to old sown Jown What type(s) of development and/or physical improvements are being considered? Name and Address of Technical Assistance Fir Name and Address of Contractor that will complete the work.

YELLOWSTONE COUNTY PROPERTY TAX STATEMENT

TAX CODE: B00025

1

LEGAL DESCRIPTION

SECTION 09, TOWN 02 S, RANGE 24 E LOT:9 BLOCK:1 EAST LAUREL ORIGINAL TOWNSITE EAST LAUREL ORIGINAL TOWNSITE, S09, T02 S, R24 E, BLOCK 1, Lot 9 - 10 Acres: .18

TAX YEAR 2019

BILLING DATE 10/31/2019

DISTRICT(s): 7 TI LAUREL URBAN RENEWA TAX I

SEDER, RON 1515 CENTRAL AVE BILLINGS MT 59102-5137

	117 W MA		тауары		DELINQUENT TAXE YEAR	S AMOUNT
ASSESSED VALUATION	MAR VAL	UE	TAXABLE VALUE			
Real Property Buildings and Improvements Personal Property		8,358 4,570 0	914 1,031 0		TOTAL Interest computed thr	ough
TOTAL ASSESSED VALUATION Yellowstone County Treasurer PC		2,928 ngs, MT 59107-5010 (406	1,945	wstone.mt.gov/treasurer/	Payments on another will affect amount due Call (406) 256-2802 for an exact amount	
Tellowstone County Treasurer PC	D DOX 33010 Dilli	igs, wit 39107-3010 (400		wstone.mt.gowneasurer		
Ϋ́	RRENT /EAR _EVY	1ST HALF DUE	2ND HALF DUE	CURRENT YEAR'S AMOUNT	LAST YEAR'S AMOUNT	AMOUNT CHANGE
Levy District: 7 TI LAUREL UR Permissive Medical Levy School Tax State Tax (Education) County Tax City Tax Big Sky Economic Development County Weed Tax TOTAL GENERAL TAXES	11.840 192.660 102.500 110.740 175.120	WA TAX I 5.93 96.52 51.35 55.49 87.74 1.62 0.46 299.11	5.93 96.52 51.35 55.49 87.74 1.62 0.46 299.11	11.86 193.04 102.70 110.98 175.48 3.24 0.92 598.22	10.66 246.64 94.00 103.44 166.44 3.02 0.72 624.92	1.20 -53.60 8.70 7.54 9.04 0.22 0.20 -26.70
TOTAL GENERAL TAXES	001.020	255.11	200.11	550.22	024.92	-20.70
OTHER CHARGES	District					
LAUREL URBAN RENEWAL A LAUREL LIGHT DIST #3 LSM LAUREL STREET MAINT LAUREL SWEEPING NUTTING DRAIN DISTRI SOIL CONSERVATION TID - UNIVERSITY MILLAGE	7TI1 LL#3 LSM LSWP NUDD SOIL TIDU	278.67 53.06 156.00 74.10 5.00 0.39 2.83	278.66 53.06 156.00 74.10 5.00 0.39 2.83	557.33 106.12 312.00 148.20 10.00 0.78 5.66	545.79 112.86 177.75 144.89 10.00 0.76 4.85	11.54 -6.74 134.25 3.31 0.00 0.02 0.81

TOTAL AMOUNT DUE	869.16	869.15	1,738.31	1,621.82	116.49
Due Date	14/20/2010	05/04/0000		Compariso	n Only
	11/30/2019	05/31/2020	L		

CONSTRUCTION PERMIT AND APPLICATION

CITY OF LAUREL, MONTANA

PERMIT No.

241

Job Address 19 TM Morin Owner Ron Sedar	Telephone $406-255-5050$
ContractorAddress	Subdivision Lot Type: Addition Fence MH Install
City License	New Structure Remodel Valuation of Project \$ 100,000
Occupancy Type of Construction Number of	Description of Work: <u>Kemand</u> Units Total Square Feet Rated Walls

-

BUILDING Approved To Issue By

_Date<u>2/17/</u>

80

THE FOLLOWING	INSPECTIONS ARE REQUIR	ED AND MUST BE RECORDED ON THIS CARD:
- 		-711 00
Footings	Inspector	Date Approved
Foundation	Inspector	Date Approved
Damp-proofing	Inspector	Date Approved
Ground Inspection	Inspector	Date Approved
Plumbing DVW	Inspector	Date Approved
XFraming	Inspector	Date ApprovedE <u>B_1_8_2020</u>
Roofing	Inspector	Date Approved
\times Insulation	Inspector	Date Approved OF LAUS
✓ Gypsum/Drywall	Inspector	Date Approved
Óther	Inspector	Date Approved

FINAL INSPECTIONS

Plumbing	Inspector	Date Approved
Fire	Inspector	Date Approved
XBuilding	Inspector	Date Approved
Site Improvements	Inspector	Date Approved

Call 628-4796 = 24 hours in advance to schedule inspections.

Do not cover or conceal any work before the required inspection has been approved.

This card and one set of approved plans must be available to the inspector at the job site during all inspections.

Smith Walls, Inc.

3350 Magenta Rd. Bozeman, MT 59718

Invoice

Date	Invoice #
5/29/2020	2035

Bill To	
RON SEDER rls91259@gmail.com	

		P.O. No.	Terms	F	Project
		DOWNTOWN RE			
Quantity	Description	<u> </u>	Rate		Amount
1	DRYWALL HANG & TAPE W/MATERIALS AND HE PAINTING W/MATERIALS pointing (.	AT) hall Repo		3,228.00	3,228.00 2,450.00
		· ·		ŝ	
			Total	đ	\$5,678.00



536 Moore Lane - P.O. Box 80385 - Billings, MT 59108-0385

(406) 252-8990 Fax (406) 252-0051 Toll Free 888-837-5107

January 9, 2019

Ron Seder 119 W. Main St. Laurel, MT Ph# 855-5050

Re: Aluminum Storefront

Quote -

1 -Kawneer medium stile aluminum door w/ 10" bottom rail Kawneer aluminum door frame w/ transom Maximum security lock w/ push/pulls LCN 4041 door closer 1 ½ pair of butt hinges Weather-stripping, sweep, threshold

Kawneer aluminum storefront windows

- 2 -Approx. 84" x 84"
- 2 -Approx. 108" x 84"
- 1 -Approx. 228" x 48"

Dark bronze anodized finish

1" clear low E insulated glass (tempered where required)

Supply and Install -\$17,970.00

Note: 50% down payment required prior to ordering materials Lead time on materials is approx. 4 weeks

Should you have any questions concerning the above, please feel free to telephone me at 406-252-8990 or on my cell phone at 406-698-4940.

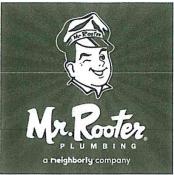
Jeremy M. Hein - Vice President Dale & Jax Door and Glass, Inc.

50% Down Payment \$8985.00 50% Due upon completion



INVOICE

P.O. # :							Invoice n	umber:	18-524
Project nun	nber:	18255						Date:	5/21/2020
Project nan		119 West Ma	in				Pav	ment Due	Upon Receipt
E	Bill To: Attn:	Seders Applia 48 Whitehor Laurel, MT 59 Ron	ance Heatin se South F		tual				
EMPLOYEE		SERVICE		STrac	-1441				AMOUNT
Sam		Inspection, Repor	t. & Design	6	F				\$1,200.00
		, , ,	,	Desig	ntee	2			
				~				Visa Payment	t -\$1,200.00
								voice total	
- All goods ren		perty of Krivonen	Associates un	til paid in full			Prev	ious Billing Discounts	
- Late payments								Received	
Account Histor	v	ה				Tot	al Accoun	t Balance:	
	Date	Amount	Payment	Received	Check #	Remainder	כ		
KEEP UPPE	R PORTIC	IN FOR YOUR F	RECORDS.		ion i cati i ca la bina di		-		
To ensure p	roper cred	it, please CUT A	T DOTTED L	INE AND RETUR	RN LOWER POP	RTION WITH	YOUR PAYM	EN1	
DATE:		5/21/2020		REMIT	TANCE	1			
PROJECT NUM		18255		IL IVII I	TANCL		INVOICE N	D:	18-524
PROJECT NAM CLIENT:	VIE:	119 West Main Seders Applian		Cooling		TOTAL	ACCOUNT B	ALANCE:	
							TOTAL ENC		
Please select	t card typ	The second se	VE	AMER					II in this portion
MasterCard	sterCard	VISA Visa	NOIVUS	Discover	RESS L	n Express			
Card numbe	r:				Exp. Date:		Signature	Code:	Amount:
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Signature:	Liated with	the card) includi	ing zip code:			P	You can also	call in your i	nformation
						1		The second states of the	ipe your card.
Make check o	or money o	order payable to	:					U FOR YOUR	BUSINESSI
Krivonen Asso			and the second second second second	n St, 3rd Floor		Billings, MT	59101	(406) 259-12	184



Billing Address Seder's Heating & Cooling 1515 Central Avenue Billings, MT 59102 USA Mr. Rooter Plumbing of Billings PO Box 81327 Billings, MT 59108

> 406-652-4777 Office 406-656-9107 Fax

Invoice 63413685 Invoice Date 4/13/2020 Completed Date 4/10/2020 Technicians Joe Foster Matt Ponce

Customer PO

Job Address Seder Commercial Building 119 West Main Street Laurel, MT 59044 USA

Description of Work

Task # C5040	Description COMMERCIAL HYDRO SCRUB ON MAIN SEWER LINE / STORM DRAIN THROUGH ACCESSIBLE CLEAN OUT OR ACCESS. Hydro scrub line in basement got line draining recommended not to tie in new sewer line because sewer line is back graded the first 30 feet no warranty city man is approximately 105 feet out	Quantity 1.00	Your Price \$1,000.00	Your Tota \$1,000.00
			Sub-Total Tax	\$1,000.00 \$0.00
			Total Due	\$1,000.00
			Balance Du	e \$1,000.00
Mr. Root	**BALANCE IS DUE UPON RECEIPT** er Plumbing is a FLAT RATE PRICING company. All materials, labor, etc. are figured into estimate pricing pricing breakdowns for this reason. Mr. Rooter Plumbing is Licensed, Bonded, and Insured in accordance to Montar ** Member Pricing is figured into estimates and no further discount will be given from o	na Law.	-	s not provide

Mr. Rooter Plumbing appreciates your business! Thank you!!!

Important Notice:

You and your contractor are responsible for meeting the terms and conditions of this contract. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. I agree that initial price quoted prior to start of work does not include any additional or unforeseen tasks nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and agree to all agreement conditions as displayed on the face and reverse sides of this document and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise



4/10/2020

Acceptance of work performed: I find the service and materials performed and installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due

4/6

4/10/2020

DI: -I	. D.				luca							2.82	1658		ler No:1658
NICKS	5 BU		g S	upply,	liana 46307.						Order Status:	10	uote	59	
					x: 219-663-					ł	Date:	05/22/2020			
Email: jo	ohn4d	oors@ya	ahoo.d	com						1	Sales:		ohnj		
											Reference PO'	TRACKS AND			
Cust. N	Cust. Name Ron Seder Sample Sending Address B							Billing	No.C. Same	iress	Shippin	g Address			
Cust. E	mail			Contraction in the local division of the	man.com	485 white Laurel, Mo					485 whiteho Laurel, Mon			119 w main Laurel, Mor	า าtana - 59044.
Phone	-		and the second second	6) 855-5	Contraction of the second s	USA					USA			USA	STEMANIE PO DO DO LONINO DO
Item#	Qty	St	yle-v	vood	Handing	B	lore	Glass	Jan	nb	Hinge	1	Unit	Price	Total Price
Exterio	r											-			
	1	10-L PA KN0	ITES (NEL D DTTY /	DOOR OVER 1 DOOR, ALDER 2 1/4"	OUTSWING \$75.00	G DC	DUBLE	N-10 LIT CLEAR BEVELEI GLASS		GLE	OIL RUB BRONZE			\$1854.00	\$1854.00
	1	Door S	taining	g	Disclaimer :	This is no	ot an oro	ler until stai	n color is con	nfirme	d			\$592.00	\$592.00
	1	Loc	(1			WAS		ANDLESET W	/ KNOB			1		¢210.00	¢210.00
					OUTCHING	4072		\$219.00 Door		CTAD		-		\$219.00	\$219.00
		Thres			OUTSWING	IG 4973 Sweep STAPLE ON			+50.00	+50.00					
	1	1 Upcharge1 Quart of stain \$50.00								\$50.00					
			Jnit S 1/2 x 9	i ize 98 1/2	Rough Opening 44 1/2 x 99				Maso Open 46 1/4	ning	Jamb Size 4 9/16				\$2715.00
	*******		F	OUTSIDE											n Line Carlon an an ann
î		11120010- <u></u>					And the second second					CONTRACTOR OF THE OWNER	WE BALLOOM NO CHINE	Total	\$2715.00
								- 1			Sales Tax:			% 0.00	\$0.00
								e: Freight		elive	y Charge:			\$ 599.00	\$599.00
					Мос	le of Payn	nent: Cr	edit Card	Conve	nieno	e Charge:		_		\$82.85
											I	-	G	rand Total	\$3396.85

Please check your selection carefully!

We custom build the frame and prep the door to your specifications.

Order is made to-order and is non-cancellable, non-returnable and non-refundable.

		Control No. 20	0-0507-125234		
LAUREL URE AGENCY (LU	OFFICE	JSE ONLY			
Grant Application	-	LURA REVIEW	DATE		
Small Grant (up to \$20,000)		PLANNER REVIEW	DATE		
X Technical Assistance Grant					
Façade Grant		CITY COUNCIL	DATE		
X Sign Grant		AWARD	DATE		
Large Grant (Greater than \$20,000)) –	NOTIFICATION	DATE		
Application face are a		INSPECTION	DATE		
Application fees are n	on-relundable.	PAYMENT	DATE		
Applicant Name (Last, First Middle)	Applicant Phone				
White, Brian L.		()	869 - 1212		
Applicant Mailing Address (Street, City, State Zip	,	Applicant E-Mail Address			
6180 S. Tarrega Lane, Meridian, Idaho Business Name	83642	brian@mlrehab.com Laurel Business License Number			
Mountain Land Rehabilitation, Inc.		#161			
Business Physical Address (Street, City, State Zi	(q	Business Phone			
204 East Main, Laurel, Montana 5904	• •	(406) 633 - 4620			
Business Activities (i.e. retail, office, etc.)	•				
Healthcare – Physical Therapy					
Business Owner Name (Last, First Middle)	X Same as Applicant	Business Owner Phone			
		(208) 869 - 1212			
Business Owner Mailing Address (Street, City, S	tate Zip)	Business Owner E-Mail Address			
	brian@mlrehab.com				
Building Frontage (building length along a public street)	Building Height (number of stories defined by current code)	y Historical District Building	g Date Approved		
<u>85</u> feet	feet <u>1</u> story	☐ Yes X	No 00 / 00 / 00		
Property Legal Description (i.e. assessor parcel number)					
Township 2 South, Range 24 East, of the Pr	incipal Montana Meridian, in Yellowstone	e County, Montana Sect	ion 9: S1/2SE1/4		
Property Legal Owner and Contact Information					
Montana Rail Link	ax 406.523.1493 toll	free 800.338.4750			
Post Office Box 16390					
101 International Drive					
Missoula, Montana 59808					

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature	Date (MM/DD/YYY)
Brian White	
	3/ 18 / 20

INCOMPLETE APPLICATIONS

Return Completed Applications To: Laurel Urban Renewal Agency (LURA)

Applicant Initials

Page 1 of 7

BW

SHALL BE RETURNED

Application processing time is a minimum of 60 business days.

ATTN: City Planner PO Box 10 Laurel, MT 59044 (406) 628-7431

Previous Applications (if any)	Date	Control No.	Approved
Small Project Grant	5 / 10 / 19	19-0514-091405	X Yes No
	/ /		🗌 Yes 🗌 No
	/ /		🗌 Yes 🗌 No
	/ /		🗌 Yes 🗌 No
	/ /		🗌 Yes 🗌 No
Brief Description of Type of Business and Services Provided b	by Applicant.		
Physical Therapy: Mountain Land operated a phy 2015 through February 21, 2020. Jeremy Hansen manual physical therapy services. We work with	, PT, DPT is the Clinic D	Director. We provide out	patient orthopedic and

manual physical therapy services. We work with all insurances, Medicare, Medicaid, worker compensation, auto accident, and private pay patients. Referrals are received from all of the local and regional physicians, nurse practitioners, PA's etc. However, we do have some patients who access our services directly, without referral. Our practice has grown to 3 providers and multiple support staff due to the growing need in Laurel and as a tribute to the high quality of care that Jeremy and his team have provided to the community.

Brief Description of Project.

Mountain Land purchased the existing building at 204 East Main, which is on leased property owned by Montana Rail Link. Alpha Omega Disaster Restoration, the previous owner, designed the tenant improvements and Cucancic Construction, Inc. was the general contractor. There was moderate remodeling of the current offices and substantial remodeling to turn the "garage" area into a physical therapy gym. The physical therapy clinic occupies 2,400 sq. ft. of the 4,300 sq. ft. building. We plan to find a tenant that is interested in all of part of the remaining space. We removed the two garage doors on the east front of the building and had an exterior wall with large windows looking out of the gym. We eliminated the former parking directly in front of the east front and will landscape with a walkway to the entrance, which will remain in the same place. We are working on plans for the exterior to make it look like medical office space rather than a converted shop.

Brief Description of Project Time Line.

Closing date for the purchase of the building occurred in June 2019. Due to escalating construction expenses we had a difficult time making it through the bidding process and finding a builder who was both affordable and available. Our original timeline had us moving in by September or October of 2019. In reality, building began in late November or early December and we received our certificate of occupancy on 2/21/20. We saw our last patients at 405 East Main on 2/21/20, moved the clinic over the next two days and began seeing patients at 204 East Main on 2/24/20.

Explain how the project will support and/or improve the down town district.

The community of Laurel has already embraced our unaffiliated, independent physical therapy service on Main Street. We have had a wonderful and accommodating landlord in Ken Miller at 405 East Main but the space and the parking are already inadequate and will not support the growth that we currently have and anticipate will continue with this new location. Being on the busier portion of Main Street will make our clinic much easier to find for our patients and the

parking will be more abundant and convenient. With this property being on the east side of the Laurel Chamber of Commerce building that has park-like landscaping, we want our building to look congruent and equal in quality. These are the only two business on the south side of Main east of the railroad underpass.

What type(s) of development and/or physical improvements are being considered? Beautifying the front of the building exterior, plus landscaping, and creating a parking lot.

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
Alpha-Omega Disaster Restoration	Cucancic Construction, Inc.
PO Box 1108	7310 Entryway Drive
Laurel, MT 59044	Billings, MT 59108-0307
	Phone: (406) 215-1545
	(406) 294-2441

		Control No.	20-0507-125234
What type of general Small Grant is needed?		LURA Funds	Applicant Funds
	MCA	Requested	Committed
Demolition/Abatement of Structure for	7-15-4288(2)	\$ <u></u>	\$
Removal of Blight			
Sidewalks, Curbs, Gutters	7-15-4288(2)	\$	\$
Public Utilities			
Water, Wastewater, Storm Water	7-15-4288(4)	\$	\$
Electrical, Natural Gas, Fiberoptic,	7-15-4288(4)	\$	\$
Telecommunications			
Intersection Signals & HAWK Crossing	7-15-4288(4)	\$	\$
Street & Alley Surface Improvements	7-15-4288(4)	\$	\$
Crosswalks	7-15-4288(4)	\$	\$
Green Space & Water Ways	7-15-4288(4)	\$	\$
Improvement of Pedestrian Areas	7-15-4288(4)	\$	\$
Historical Restorations	7-15-4288(4)	\$	\$
Off Street Parking for Public Use	7-15-4288(4)	\$ <u>1,970.00</u>	\$ <u>1,970.00</u>
Bridges & Walkways	7-15-4288(4)	\$	\$
Pollution Reduction	7-15-4288(12)	\$	\$
Structural Repair			
Flooring		\$	\$
Walls (interior)		\$	\$
Roof, Ceiling		\$	\$
Energy Efficiency Improvements			
LED Lighting (interior)		\$	\$
Insulation		\$	\$
Programmable Thermostats		\$	\$
Solar Panels and Systems		\$	\$
	TOTAL:	\$ <u>1</u> ,97 <u>0.00</u>	\$1,97 <u>0.00</u>

Wha	at type of Small Grant is needed?			
		Hours	LURA Funds	Applicant Funds
	Technical Assistance	(up to 30 total)	Requested	Committed
	Architectural/Design Fees		\$3,500. <u>00</u>	\$3,5 <u>00.00</u>
	Landscape/Hardscape Design Fees		\$	\$
	Feasibility Study Fees		\$	\$
	Building Permit Fees		\$	\$
	Facade Grant			
	Water Cleaning		\$	\$
	Prepping and Painting		\$	\$
	Window Replacement/Repair		\$ 3.440. <u>00</u>	\$ 3.440. <u>00</u>
	Door Replacement/Repair		\$ 1,800.00	\$ 1,800. <u>00</u>
	Entry Foyer Repairs		\$ <u>1,450</u> . <u>00</u>	\$ 1,450. <u>00</u>
	Exterior Lighting		\$	\$
	Façade Restoration/Rehabilitation		\$	\$
	Landscape/Hardscape Improvements		\$	\$
	Signage and Awning Grant			
	Signage		\$5, <u>080.00</u>	\$ <u>5,080.00</u>
	Awning		\$	\$
		TOTAL:	\$15,270.00	\$15, 270.00

		Control No.	20-0507-125234
What type of Large Grant is needed?		LURA Funds	Applicant Funds
	MCA	Requested	Committed
Demolition/Abatement of Structure for	7-15-4288(2)	\$	\$
Removal of Blight			
Sidewalks, Curbs, Gutters	7-15-4288(2)	\$	\$
Public Utilities			
Water, Wastewater, Storm Water	7-15-4288(4)	\$	\$ <u></u>
Electrical, Natural Gas, Fiberoptic,	7-15-4288(4)	\$	\$
Telecommunications			
Intersection Signals & HAWK Crossing	7-15-4288(4)	\$	\$ <u></u>
Street & Alley Surface Improvements	7-15-4288(4)	\$	\$
Crosswalks	7-15-4288(4)	\$	\$
Green Space & Water Ways	7-15-4288(4)	\$	\$
Improvement of Pedestrian Areas	7-15-4288(4)	\$	\$
Historical Restorations	7-15-4288(4)	\$	\$
Off Street Parking for Public Use	7-15-4288(4)	\$	\$
Bridges & Walkways	7-15-4288(4)	\$	\$
Pollution Reduction	7-15-4288(12)	\$	\$
Structural Repair			
		\$	\$
Walls (interior)		\$,	\$,
Roof, Ceiling		\$,	\$,
Energy Efficiency Improvements			
LED Lighting (interior)		\$,	\$,
☐ Insulation		\$	\$
Programmable Thermostats		\$, .	\$
Solar Panels and Systems		\$	\$
		+,	*;·
	TOTAL:	\$	\$,
		*;·	¥;
Application Checklist			
Application			
Copy of Laurel Business License Copy of Historical Building Varification for	rm from Vollowatana Ca	untu Historia Drosonus	stion Office
 Copy of Historical Building Verification for Copy of Estimates or Paid Invoices from a 			
property owner, or employee shall not be	accepted for any grant		, , ,
 Copy of Plans and Sketches (hand drawn Copy of Supporting Documentation 	n will not be accepted)		
 Photos (Before and After) 			
Project Description			
Project Time Line			



Fiscal Year July 1, 2019 to June 30, 2020

HAVING PAID THE SUM SHOWN BELOW TO THE CITY OF LAUREL IN ACCORDANCE WITH THE CITY LICENSE ORDINANCE, YOU ARE HEREBY LICENSED TO PERFORM THE BUSINESS OR OCCUPATION LISTED HEREON:

License Number:1611Fiscal Year:2019-20

License granted to:

MOUNTAIN LAND REHABILITATION, INC 405 E MAIN STREET LAUREL MT 59044

GENERAL BUSINESS LICENSE

75.00

Fee Total:

Signature

75.00

Date Issued: <u>7/1/19</u>

Proposal	
AAA STRIPING SERVICE, INC.	DATE 1-30-2020
138 ORCHARD LANE	1 10 - 2020
BILLINGS, MT 59101	SALES REP Bob Ballar
(406) 248-5539 Office~(406) 248-4662 Fax	
Submitted to: Mountain Ford	Job Name/Project:
Address: 204 E Main St	Job Location:
City, State & ZIP: Faunel MT 59044	Job City, State & ZIP:
Contact Person: Amarila Brian White	Job Phone:
Phone: (208) 869-1212	Job Contact:
Fax:	
We hereby submit specifications and estimates for:	
Parky Tot String	410
3	
2 Signa installed Drop of	4 0.75 m 150
7 Parking Blocks Crubber) e 90 % (30 00
2 Handing Paintof	Coren 6000
2 Amars	@20° 40°
1 No Parkij	@20 ²² 20 ²²
1 Drop Off	C20 202
2 Pale + Hartico Din	C400 24 1600
2 Removable Handricap Signs	C 325 2 650 00
We propose hereby to furnish material and labor - complete One Thomsonyd nine hundred and se	in accordance with above specifications, for the sum of:
The thousand with hundred and se	Verty 19/100
Huckhoney Une Herdy County or	dollar \$ 3/20
All material is guaranteed to be as specified. All work to be Signature: completed in a workmapilike mamor according to standard practices. Any alteration or deviation form above specifications involving extra costs will be executed only upon written orders, and will become an	24 \$197000
extra charg over and above the estimate. All agreements comingent upon strikes, accidents or delays beyond our control. Overer to	Mar .
	be withdrawn by us if not accepted within $\underline{30}$ days.
ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are s specified. Payment will be made as outlined.	atisfactory and are hereby accepted. You are authorized to do the work as
R. Inie	11
Signauture: Duan White.	Date: 2/3/2020
	1-1

ALPHA OMEG/ ALPHA OMEGA DISTASTER RES' 0000121667 4/12/2019

Our Reference Number	Your Invoice Number	Invoice Date	Invoice Amount	Amount Paid	Discount	Net Amount
0000121667	4634	4/10/2019	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
			\$3,500.00	\$3,500.00	\$0.00	\$3,500.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • PADLOCK ICON DISAPPEARS WITH HEAT • FLUORESCENT FIBERS AND OTHER SECURITY FEATURES



WELLS FARGO BANK, N.A. SALT LAKE CITY, UTAH 84121 31-297/1240

1952 EAST 7000 SOUTH, SUITE 100	
SALT LAKE CITY, UTAH 84121	

	ACCOUNTS PAYABLE	
DATE	CHECK #	AMOUNT
4/12/2019	342371	\$3,500.00

342371

PAY

Three Thousand Five Hundred Dollars and 00 Cents

TO THE ORDER OF

ALPHA OMEGA DISTASTER RESTORATION P O BOX 1108 LAUREL MT 59044

Marga Culture

#342371# #124002971#0890010630#

MOUNTAIN LAND REHABILITATION, INC. - Salt Lake City, Utah 84121 ALPHA OMEC ALPHA OMEGA DISTASTER REST 0000121667

4/12/2019 342371

342371

Our Reference Number	Your Invoice Number	Invoice Date	Invoice Amount	Amount Paid	Discount	Net Amount
0000121667	4634	4/10/2019	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
			\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
						Г

3,500.00 \$3,500.00 Due Upon Receipt Amount Due Invoice # 4/10/2019 Terms Date 4634 Down payment required to begin design phase of reconstruction project Thank you for your business. Invoice Balance Due Description Mountain Land Physical Therapy Attn: Brian White PO Box 711185 Salt Lake City, UT 84171 Bill To APR 11 REC'D Job Site Description: 204 E Main Street Laurel, MT 59044 PHA-OMEGA Disaster Restoration Phone: 406/628-0178 Fax: 866/448-4730 PO Box 1108 Laurel, MT 59044

M329344-19

Two Thousand Dollars and 00 Cents

Mountain Land.

TO THE ORDER OF

PAY

ALPHA OMEGA DISTASTER RESTORATION P O BOX 1108 LAUREL MT 59044

#345257# #124002971

MOUNTAIN LAND REHABILITATION, INC. - Salt Lake City, Utah 84121

ALPHA OMEC ALPHA OMEGA DISTASTER REST 0000

WELLS FARGO BANK, N.A. SALT LAKE CITY, UTAH 84121 31-297/1240

ACCOUNTS PAYABLE

DATE	CHECK #	AMOUNT
9/20/2019	345257	\$2,000.00

345257

Our Reference Number	Your Invoice Number	Invoice Date	Invoice Amount	Amount Paid	Discount	Net Amount
0000124686	4989	9/18/2019	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
			CO 000 CO	¢2,000,00	0.00	¢0,000,00
			\$2,000.00	\$2,000.00	\$0.00	\$2,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • PADLOCK ICON DISAPPEARS WITH HEAT • FLUORESCENT FIBERS AND OTHER SECURITY FEATURES

REHABILITATION

1952 EAST 7000 SOUTH, SUITE 100 SALT LAKE CITY, UTAH 84121

			MP DISAPPEARS	
108900	010630⊪			
0124686	9/20/2019	345257	345257	

Our Reference Your Invoice Invoice Invoice Amount Paid Discount Net Amount Number Number Date Amount \$2,000.00 0000124686 4989 9/18/2019 \$2,000.00 \$0.00 \$2,000.00

\$2,000.00

ADVANTAGE BUSINESS SYSTEMS INC. SLC 487-1500 TOLL FREE 1-800-852-5565

\$2,000.00



\$0.00

\$2,000.00

97



Invoice

Bill To Mountain Land Physical Therapy Nick Wooley

Invoice #	
4989	
Date	
9/18/2019	

T	er	ms	5

Due Upon Receipt

Description		Amount Due
Fluorescent back lighted exterior signs \$1,000 each	n (Quantity 2)	2,000.00
		E G I D D E SEP 1.9 RECO
	Amount Due	\$2,000.00

Thank you for your business.

UUNIAIN LAND REMABILITATION, INC. - Salt Lake City, Utah 84121 345257 ALPHA OMEG/ ALPHA OMEGA DISTASTER RES 0000124686 9/20/2019

345257

Your Invoice Number	Invoice Date	Invoice Amount	Amount Paid	Discount	Net Amount
4989	9/18/2019	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
		\$2,000.00	4 4 \$2,000.00	4162 11610 \$0.00	\$2,000.00
	4989	Number Date 4989 9/18/2019	Date Amount 4989 9/18/2019 \$2,000.00	Amount Amount Amount 4989 9/18/2019 \$2,000.00 \$2,000.00 4989 9/18/2019 \$2,000.00 \$2,000.00	Amount Amount<

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • PADLOCK ICON DISAPPEARS WITH HEAT • FLUORESCENT FIBERS AND OTHER SECURITY FEATURES 345257 WELLS EARGO BANK N.A.



1952 EAST 7000 SOUTH, SUITE 100 SALT LAKE CITY, UTAH 84121

WELLS I ANGO BAILING INT
SALT LAKE CITY, UTAH 84121
31-297/1240

ACCOUNTS PAYABLE

DATE	CHECK #	AMOUNT
9/20/2019	345257	\$2,000.00

PAY

OF

Two Thousand Dollars and 00 Cents

TO THE ALPHA OMEGA DISTASTER RESTORATION ORDER P O BOX 1108 LAUREL MT 59044

AUS FEL ٨٨

#345257# #124002971#0890010630#

MOUNTAIN LAND REHABILITATION, INC. - Salt Lake City, Utah 84121 ALPHA OMEC ALPHA OMEGA DISTASTER REST 0000124686

9/20/2019

345257

Invoice Discount Net Amount Your Invoice Invoice Amount Paid Our Reference Amount Number Date Number \$2,000.00 \$0.00 \$2,000.00 \$2,000.00 9/18/2019 4989 0000124686 \$2,000.00 \$0.00 \$2,000.00 \$2,000.00



F

Invoice

Bill To

Mountain Land Physical Therapy Nick Wooley

		AL-0.00
1	nvoice	#

4989

Date 9/18/2019

Due Upon Receipt

Description		Amount Due
Fluorescent back lighted exterior signs \$1,000 each (Quantity 2)	2,000.00
47 1610		SEP 19 RECO April -
	Amount Due	\$2,000.00

Thank you for your business.

TO (OMMED), 2024 F Main Street		Application and Certification for Payment	ment ion for Payment	Page 1 of 2
TO (OWNER): 2024 E Main Street Laurel, MT 59044			APPLICATION NO: 4 PERIOD TO:2/29/2020	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Cucancic Construction,Inc. P.O. Box 80307 7310 Entryway Drive Billings, MT 59108-0307	istruction,Inc. 37 y Drive 9108-0307	VIA (ARCHITECT): AT Arc 848 M St #7 Billing	AT Architecture ARCHITECT'S 848 Main Street PROJECT NO: St #7 Billings, MT 59105	
CONTRACT FOR: Remodel Rehabilitation 19-38	on 19-38		CONTRACT DATE: 11/11/2019	
CONTRACTOR'S APPLICATION FOR PAYMEN Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.	LICATION FOR with below, in connection with t is attached.	PAYMENT the Contract.	The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that	wledge, information and d in accordance with the Work for which previous sr, and that
1. ORIGINAL CONTRACT SUM	\$	148,041.00	current payment snown nerent is now que.	
2. Net Change by Change Orders	\$	17,099.27	CONTRACTOR: Cucancic Construction, Inc.	
3. CONTRACT SUM TO DATE (Line 1 + 2)	+ 2)\$	165,140.27	P.O. Box 60307 / 310 Entryway Drive Billings, MT 59108-0307	
4. TOTAL COMPLETED AND STORED TO DATE	0 TO DATE\$	165,140.27	By: Naw Whith Date: 2-2	0202-9
5. RETAINAGE:			/ Writesel	
a. <u>5.00</u> % of Completed Work	¢	8,257.02	A.S.	JILL L BUTCHER NOTARY PUBLIC for the
b. <u>0.00</u> % of Stored Material	\$	0.00	to before me this 264 [* SEday $\sqrt{3}$	State of Montana Reployed BR0nge, Montana
Total retainage (Line 5a + 5b)	\$	8,257.02	Notary Public: WI Dut do Martin Martin	My Commission Expires May 15, 2021
6. TOTAL EARNED LESS RETAINAGE . (Line 4 less Line 5 Total)	\$	156,883.25	CE	ENT
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	OR PAYMENT	126,262.41	In Accordance with the Contract Documents, based on on-site observations and the data com- prising the above application, the Architect certifies to owner that to the best of the Architect's	s and the data com- st of the Architect's
8. CURRENT PAYMENT DUE	\$	30,620.84	knowredge, information and benefit the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the	e quality of the work ed to payment of the
9. BALANCE TO FINISH, INCLUDING RETAINAGE	RETAINAGE		AMOUNT CERTIFIED.	
(Line 3 less Line 6)	\$8,25	<u>8,257.02</u>	AMOUNT CERTIFIED	
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)	al all figures on this he amount certified.)
Total changes approved in previous months by Owner	15,334.37	0.00	ARCHITECT: By: Date:	
Total approved this Month	1,764.90	0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor	y to the Contractor
TOTALS	17,099.27	0.00	rights of the Owner or Contractor under this Contract.	prejuance to any
CHANGES by Change Order	17,099.27			

			AIA Ty _i Application and C	AIA Type Document Application and Certification for Payment	nent				Page 2 of 2
TO (OWNER	TO (OWNER): 2024 E Main Street Laurel, MT 59044		PROJECT: Mounta 204 E I Laurel,	Mountain Land 204 E Main Street Laurel, MT 59044		APPLICATION NO: 4 PERIOD TO: 2/29/2020	4 020		DISTRIBUTION TO: OWNER ORCHITECT
FROM (CON	FROM (CONTRACTOR): Cucancic Construction,Inc. P.O. Box 80307 7310 Entryway Drive Billings, MT 59108-0307		VIA (ARCHITECT):	: AT Architecture 848 Main Street St #7 Billings, MT 59105		ARCHITECT'S PROJECT NO:		5	
CONTRACT	CONTRACT FOR: Remodel Rehabilitation 19-38					CONTRACT DATE: 11/11/2019	11/11/2019		
ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
-	Insurance	1,669.00	1,669.00	0.00	0.00	1,669.00	100.00	0.00	83.45
2	General Conditions	33,648.00	31,500.00	2,148.00	0.00	33,648.00	100.00	00.0	1,682.40
ю	SiteWork	5,760.00	5,760.00	0.00	0.00	5,760.00	100.00	00.0	288.00
4	Concrete	2,268.00	2,268.00	0.00	0.00	2,268.00	100.00	00.0	113.40
5	Metals	3,168.00	3,168.00	0.00	0.00	3,168.00	100.00	0.00	158.40
Q	Carpentry	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00	00.0	975.00
7	Moisture-Thermal	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	00.0	150.00
8	Doors, Window, Glass	8,832.00	8,832.00	0.00	0.00	8,832.00	100.00	00.0	441.60
6	Finishes	44,960.00	34,960.00	10,000.00	0.00	44,960.00	100.00	0.00	2,248.00
10	Specialties	1,236.00	0.00	1,236.00	0.00	1,236.00	100.00	00.0	61.80
11	Mechanical	14,400.00	11,500.00	2,900.00	0.00	14,400.00	100.00	0.00	720.00
12	Electrical	9,600.00	9,600.00	0.00	0.00	9,600.00	100.00	00.0	480.00
13	COP#1 Permits	1,150.80	1,150.80	0.00	0.00	1,150.80	100.00	0.00	57.54
14	COP#2 Electrical	6,650.00	0.00	6,650.00	0.00	6,650.00	100.00	0.00	332.50
15	COP#3 Casework	7,533.57	0.00	7,533.57	0.00	7,533.57	100.00	0.00	376.68
16	COP#4 Electrical Extras	1,764.90	0.00	1,764.90	00.0	1,764.90	100.00	0.00	88.25
	REPORT TOTALS	\$165,140.27	\$132,907.80	\$32,232.47	\$0.00	\$165,140.27	100.00	\$0.00	\$8,257.02

Cucancic Construction, Inc.

P.O. Box 80307 ♦ Billings, MT 59108-0307 ♦ USA Phone (406) 294-2440 ♦ Fax (406) 294-2444 ♦ www.cucancic-construction.com

LIEN WAIVER

In consideration of **\$30,620.84** and upon receipt and adequacy of which is hereby acknowledged, the undersigned hereby waives and relinquishes any liens or rights to liens for all labor, work, material, machinery or fixtures provided by the undersigned prior to the date hereof for use at:

Mountain Land

IT IS THE INTENTION OF THE UNDERSIGNED THAT THIS INSTRUMENT IS AN ABSOLUTE WAIVER AND RELEASE OF ALL LIENS AND RIGHTS TO LIENS OF THE UNDERSIGNED FOR ALL LABOR, WORK, MATERIAL, MACHINERY OR FIXTURES PROVIDED PRIOR TO THIS DATE, IS NOT LIMITED IN ANY MANNER AS A WAIVER AND RELEASE OF LIENS OR RIGHTS TO LIENS BY THE EXTENT OF THE CONSIDERATION RECEIVED.

Further, the undersigned acknowledges and intends that not only the contractor and owner but others, including lenders, will rely upon this instrument as a full and complete waiver and release in the normal course of their transactions.

The undersigned certifies that the sum mentioned above has been expended to the payment of labor, work, material, machinery or fixtures furnished for this project and no other.

THIS AGREEMENT SUPERSEDES ALL AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, RELATING TO LIEN RIGHTS.

Dated as of: 2/29/2020

Jaime Writesel Owner 02/26/2020

Cucancic Construction, Inc.

P.O. Box 80307 ♦ Billings, MT 59108-0307 ♦ USA Phone (406) 294-2440 ♦ Fax (406) 294-2444 ♦ www.cucancic-construction.com

March 19,2020

Mountain Land Rehabilitation 405 E Main Street Laurel, MT 59044

RE: Mountain Land Laurel -204 E Main Street - Cost Detail

ATTN: Brian White

Removing 2 Garage Doors	\$ 1,800.00
New Windows & Installation	<u>\$ 3,440.00</u>
Total Costs:	<u>\$ 5,240.00</u>

We have been paid for these costs

Thank You,

Jaime Writesel, *Vice President* Cucancic Construction Inc. 7310 Entryway Drive Billings, MT 59101 406 294-2440 Office 406 294-2444 Fax 406 861-0186 Cell <u>field@cucancic.com</u> Sign Products, Inc. P.O. Box 20955 1425 Monad Road Billings, MT 59104 (406) 252-6348 (406) 252-6654

Invoice:

6908

Sold to	Mountain Land Rehat P.O. Box 711185 Salt Lake City, UT 84			204 Eas	in Land Physcia st Main MT 59044	al Therapy	
<u>Account</u> MOULAND					<u>Terms</u> Net 0		oice <u>Date Page</u> 020 1
Order: 359 Description	: Mfg & install one		nvert to LED.Obtain permit				
Service Tec		II sign from 4	105 E Main and re-install at r	new address	204 E Main		
		Quantita	Deseriation			Unit	Extended
<u>Equipment</u>	<u>Item</u>	<u>Quantity</u> 1	<u>Description</u> Labor & Material			<u>Price</u> 3,080.00	<u>Price</u> \$3080.00*



10-20-8420-1610-08 OK Rec JR

Subtotal

3,080.00

* means item is non-taxable

Total

\$3,080.00

Cucancic Construction, Inc.

P.O. Box 80307 ♦ Billings, MT 59108-0307 ♦ USA Phone (406) 294-2440 ♦ Fax (406) 294-2444 ♦ www.cucancic-construction.com

March 19,2020

Mountain Land Rehabilitation 405 E Main Street Laurel, MT 59044

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Jaime Writesel, *Vice President* Cucancic Construction Inc. 7310 Entryway Drive Billings, MT 59101 406 294-2440 Office 406 294-2444 Fax 406 861-0186 Cell <u>field@cucancic.com</u>

MOUNTAIN LAND REHABILITATION, INC. - Salt Lake City, Utah 84121

SPI SIGN PRODUCTS, INC. 0000126514 1/24/2020

347082

347082

347082

Our Reference Number	Your Invoice Number	Invoice Date	Invoice Amount	Amount Paid	Discount	Net Amount
0000126514	69087	1/13/2020	\$3,080.00	\$3,080.00	\$0.00	\$3,080.00
			\$3,080.00	\$3,080.00	\$0.00	\$3,080.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • PADLOCK ICON DISAPPEARS WITH HEAT • FLUORESCENT FIBERS AND OTHER SECURITY FEATURES

Mountain Land. REHABILITATION

1952 EAST 7000 SOUTH, SUITE 100 SALT LAKE CITY, UTAH 84121

WEL	LS FA	ARGO	BANK	, N.A.
SALT	LAKE	CITY,	UTAH	84121
	31	-297/1	240	

ACCOUNTS PAYABLE

DATE	CHECK #	AMOUNT
1/24/2020	347082	\$3,080.00

347082

PAY

Three Thousand Eighty Dollars and 00 Cents

TO THE ORDER OF

SIGN PRODUCTS, INC. PO BOX 20955 BILLINGS MT 59104

"347082" IL124002971IL0890010630"

MOUNTAIN LAND REHABILITATION, INC. - Salt Lake City, Utah 84121SPISIGN PRODUCTS, INC.0000126514

4 1/24/2020

347082

MP DISAPPEARS

Your Invoice Number	Invoice Date	Invoice Amount	Amount Paid	Discount	Net Amount
69087	1/13/2020	\$3,080.00	\$3,080.00	\$0.00	\$3,080.00
		\$0.000.00	# 2,000,00	\$0.00	\$3,080.00
			69087 1/13/2020 \$3,080.00		69087 1/13/2020 \$3,080.00 \$3,080.00 \$0.00



Control No. 19-0311-085514

OFFICE US	IVEN
LURA REVIEW	DATE
PLANNER REVIEW	DATE
CITY COUNCIL	DATE
AWARD	DATE
NOTIFICATION	DATE
INSPECTION	DATE
PAYMENT	DATE

108

LAUREL URBAN RENEWAL AGENCY (LURA)

Grant Application (choose Small or Large Grants)

Small Grants

- □ Technical Assistance Grant
- 🕱 Façade Grant
- □ Sign Grant
- Large Grant

\$300.00

Fees

\$300.00

Application fees are non-refundable.

	Applicant Phone
Applicant Name (Last, First Middle)	
JONES SHANN ALAN	(406) 860 0741
Applicant Mailing Address (Street, City, State Zip)	Applicant E-Mail Address
Applicant Mailing Address (Street, City, State Zip) Billing, MCT 2938 ARNOLD PALMER DR. 57106	mishaun bos Endmal. (4)
Business Name	Laurel Business License Number
WOD inc.	923
Business Physical Address (Street, City, State Zip)	Business Phone
101 westmain	(406)860-074(
Business Activities (i.e. retail, office, etc.)	
retail Apertments	
Business Owner Name (Last, First Middle)	Business Owner Phone
Tones Shawn ALAN	(404) 800-0741
Business Owner Mailing Address (Street, City, State Zip) BUNGS MT	Business Owner E-Mail Address
2738 ARNOLD PALMER Dr. 59126	mrsham bres Chotmail.ion
Building Frontage (building length along a public Building Height (number of stories defined by	Historical District Building
street) 230 (current code) 2 5	Date Approved
	Applicant Initials Page 1 of 5

			Control N	lo. 19-0311-	085514
feet	feet	stories	□ Yes	□ No	1 1
Property Legal Description (i.e. assessor parcel	number)				
Section 09 Town 02 S	Range ZUE	LOT: 1 B	lock! 1	LOTI-2	61 8 ² X 20 -6 21151
Property Legal Owner and Contact Information	(
Shawn Jones	(406) 860-	0741			

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program for a period of two years.

Applicant Signature		Date (MM/DD/YYY)
Aceen	Afonos	06 106 12020

INCOMPLETE A PELICATIONS SHALL BE REJECTED

Laurel Urban Renewal Agency (LURA) ATTN: City Planner PO Box 10 Laurel, MT 59044 (406) 628-7431

Return Completed Applications To:

Application processing time is a minimum of 60 business days.

Previous Applications (if any)	Date	Control No.	Approved
	1 1	2.5	□ Yes □ No
	1 1		🗆 Yes 🗆 No
and a second	1 1		🗆 Yes 🗆 No
	1 1		🗆 Yes 🗆 No
	1 1	ę k	🗆 Yes 🗆 No

Brief Description of Type of Business and Services Provided by Applicant.

store on main lare Multi Use brit-1 Brief Description of Project. Remove & Replace windows on second story of building (foort, Side, rear) Repair advising & rerout, Remove and replace awning Air Conditioning with. Remove Brief Description of Project Time Line. 4-7 Week) 1.5 months / Explain how the project will support and/or improve the down town district. reducer Applicant Initials Page 2 of 5 109

6/7/2020

Mail - Shaun Jones - Outlook

Roof bid awning

RE: FACADE GRANT

Shaun Jones <joness@billingsschools.org> Sun 6/7/2020 3:59 PM

To: Daddy Shaun <mrshaunjones@hotmail.com>

12:46 🗟 74 83% Date 09/24/2019 D & S ROOFING LLC **ROOFING ESTIMATE** 101 West Main Laurel MT 59044 Total Price for sq. **Quantity** Description 6,000 \$ 300 20 sq. TPO Tear off Repair of rotted Structure 2x6 flaming and sheeting where needed frame a wooden sloped roof at 2/12 pitch to aid in run off and eliminate ponding.

https://outlook.live.com/mail/0/inbox/id/AQQkADAwATEyNDY4LTVmNGUtNTEzZC0wMAltMDAKABAAB2%2F1CBUIsESV2jpyxplsfQ%3D%3D

Materials

1/2

6,000

Control No. 19-0311-085514 Physical improvements indude removal of old windows and replaced with a modern high efficient metal cled window Frank Mandes also include the reconstruction and replaced with platedones of a child at type(s) of development and/or physical improvements are being windows. Remove Replace Replace 2nd story windows Pepain, revolt accounts quening I Remove I neplace A(C units (xz) 31 Name and Address of Contractor that will complete the work. Name and Address of Technical Assistance Firm.

What type of Small Grant is needed?			
	Hours	LURA Funds	Applicant Funds
Technical Assistance	(up to 30 total)	Requested	Committed
Architectural/Design Fees		\$	\$
□ Landscape/Hardscape Design Fees		\$	\$
Feasibility Study Fees		\$	\$
Building Permit Fees		\$	\$
		J.	
□ Facade Grant		*	a a <u>a an a a a a</u> a a
Water Cleaning		\$	\$
Prepping and Painting		\$	\$
□ Window Replacement/Repair		\$	\$
Door Replacement/Repair		\$	\$
Entry Foyer Repairs		\$	\$
Exterior Lighting		\$	\$
☐ Façade Restoration/Rehabilitation		\$ <u>6,000.00</u>	\$ <u>12,000.0</u> 0
Landscape/Hardscape Improvements		\$	\$
and the second sec			n ∦ran n arsan aran
Signage and Awning Grant			15 ⁹ - а бань -
□ Signage		\$	\$
□ Awning		\$	\$
and a second sec			ан сар

Applicant Initials

Page 3 of 5

		Control No.	19-0311-085514
	TOTAL:	\$	\$ <u></u>
What type of Large Grant is needed?	-	LURA Funds	Applicant Funds
n linnan na haran ar C 4.	MCA	Requested	Committed
Demolition/Abatement of Structure for	7-15-4288(2)	\$	\$ <u></u>
Removal of Blight			
□ Sidewalks, Curbs, Gutters	7-15-4288(2)	\$	\$
Public Utilities		b	
Water, Wastewater, Storm Water	7-15-4288(4)	\$	\$
Electrical, Natural Gas, Fiberoptic,	7-15-4288(4)	\$	\$
Telecommunications			
Intersection Signals & HAWK Crossing	7-15-4288(4)	\$	\$
□ Street & Alley Surface Improvements	7-15-4288(4)	\$	\$
Crosswalks	7-15-4288(4)	\$	\$ \$
□ Green Space & Water Ways	7-15-4288(4)	\$	\$\$
□ Improvement of Pedestrian Areas	7-15-4288(4)	\$;`	\$; \$
n a name in the or the later of the second	7-15-4288(4)	\$	\$ <u></u> , \$
(and a street of (a) (a) (a) being a street of a street of (a) (b) (b) (b) (b) (b) (b) (b) (b) (b) (b	7-15-4288(4)	Ψ <u>,</u>	\$`
Off Street Parking for Public Use	7-15-4288(4)	Ψ <u>,</u>	\$; \$
□ Bridges & Walkways		Ψ <u>, </u>	¢;
	7-15-4288(12)	Φ	Φ
□ Structural Repair		C	¢
		\$	\$,
□ Walls (interior)		\$	⊅ <u>,</u>
Roof, Ceiling	·· · · ·	\$	\$
Energy Efficiency Improvements		-	
LED Lighting (interior)		\$ <u></u>	\$ <u></u>
 Insulation Programmable Thermostats (HVAC Solar Papels and Systems 	(JV)	\$ <u>,</u> , <u></u> , <u></u> , <u></u> , <u></u> ,	\$ <u>,</u> ,
Programmable Thermostats	21-3	\$ <u>6,623.00</u>	<u>\$3,230.00</u>
☐ Solar Panels and Systems	P	4\$ <u></u>	# 27 500 00
I other windows, Herring,	ALC -> Ø	28,730,00	ATT. 200.00
A GUERT COMPTON HOURS	TOTAL:	\$	\$
Application Checklist		\$45.375.00	\$90,750.0
 Application Application Fee of \$300.00 		HD ,	
 Copy of Laurel Business License 			
 Copy of Current Tax Statement for the Pr Copy of Historical Building Verification for 	roperty rm from Yellowstone Co	untv Historic Preserva	tion Office
Copy of Estimates or Paid Invoices from	Applicant's Vendor (Wor	rk performed by the ap	plicant, business owne
 property owner, or employee shall not be Copy of Plans and Sketches (hand drawn 	accepted for any grant will not be accepted)	project.)	
 Copy of Supporting Documentation 		- - 2 - 3	
Photos (Before and After)			
		Applicant Initi	ials Page 4 c
			a second of
an a			S I I O A XIB - B I DAS

Project Description Project Time Line •

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COMFORT HEATING AND AIR CONDITIONING, LLC 9934 S. FRONTAGE ROAD BILLINGS, MT 59101 656-5157 652-7160 FAX

PROPOSAL

Date Estimate #

EAST MAIN

Proposal Presented To:

S & F Holdings Shaun Jones 2938 Arnold Palmer Dr Billings, MT 59106 Website: www.comfortheatingbillings.com EMAIL: jeff@comfortheatingbillings.com www.facebook.com/comfortheatingandairconditioning

6/20/2017

PROUDLY SERVING BILLINGS AND SURROUNDING AREAS FOR 30 YEARS!!!

MANY FINANCING OPTIONS AVAILABLE

	Job Address	Terms	Rep	Phone Number
	101 East Main	Due 10th of Month	JTS	860-0741
Item		Description		Cost
AC Replacement	disposal of the refrigerant. minor ductwork. Includes new copper line set and dr unit is not included. This	osal of the existing components. Includ Includes supply and install of an air har supply and install of new condenser. W ain materials. Electrical to the air handle will be a 5 ton 13 SEER (R-410A) syste PRICE IS PER EACH. TOTAL FOR	ndler. Includes ve will supply a er and outdoor em. Includes	6,625.00
	rent a lift to get the ones of granted by city to possibly	d exterior units are old and very heavy. If the roof. Parking must be cleared and block a lane for a small amount of time. and the bottom of the units to work safel	permission Interior we	
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			-	
	an a			

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. We reserve the right to file a mechanical lien, we will provide appropriate notification if doing so. By accepting this proposal you have selected the choices and costs associated with those choices. Payment in full to be made according to terms presented in proposal. Proposal may be withdrawn if not accepted within 30 days.

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COMFORT ADVISOR:	2 ²		8	10 A.			
Signature of Accepting Pa	rtv			к 22			
Signature of Accepting r a	- ILY			 			

Johnson's Fine Carpentry And Building LLC 420 Pennsylvania Ave. Laurel, MT 59044 (406) 696-4202 darrelljj_fj@yahoo.com www.johnsonsfinecarpentry.com

Estimate

ADDRESS

Shaun Jones 101 W Main St. Laurel, MT 59044 USA



ESTIMATE # 1214 DATE 06/02/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Remove 25 existing windows at 101 W Main St. Laurel, MT. Install and trim out 25 new windows. Window package via 406 Window Co. will be Gienow brand windows with black aluminum clad exterior and white vinyl interior frame. Top 40" will be a blacked out panel. Price includes all materials and labor, as well as all permits, city fees, lift rental, and temporary window storage. Estimated		77,500.00	77,500.00
		project time of 3.5 weeks.		\$77	7,500.00
				φ.,	,000.00

Accepted By

Accepted Date

Signing and accepting this estimate constitutes a contract for the job as described. This does not include material price increases since time of estimate, or additional labor and materials which may be required should unforeseen problems arise after the work has started.