



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JULY 16, 2024
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.

General Items

1. Library Board Appointment

Executive Review

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric, Inc.
3. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Retail Sales Agreement With AVI Systems
4. Resolution - Intent to Vacate
5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Agreement For Pro Tem Judge Services.
6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Dr. Jedediah Walker For The Medical Director Position For The Laurel Ambulance Service.

Council Issues

7. Street Maintenance Cap Discussion

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

File Attachments for Item:

1. Library Board Appointment

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

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

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

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

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

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

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

Hello Mayor Waggoner,

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

Thank you!
Paige Farmer
1328 5th Avenue

File Attachments for Item:

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

RESOLUTION NO. R24-__

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

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

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

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

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

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

SECTION ONE DESCRIPTION OF SERVICES

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

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

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

SECTION TWO CONTRACT PRICE

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

SECTION THREE CITY’S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FIVE
INDEMNITY AND INSURANCE**

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

**SECTION SIX
COMPLIANCE WITH LAWS**

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

**SECTION SEVEN
NONDISCRIMINATION**

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

**SECTION EIGHT
DEFAULT**

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

**SECTION NINE
TERMINATION**

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

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN
ATTORNEY FEES**

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

**SECTION TWELVE
ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN
SEVERABILITY**

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

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

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

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

CITY OF LAUREL

CONTRACTOR

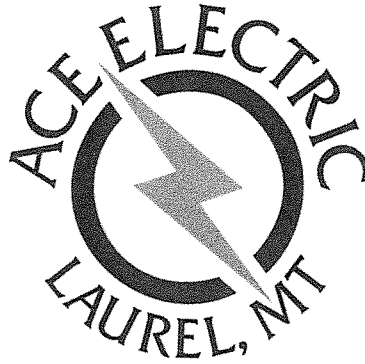
Dave Waggoner, Mayor

Ace Electric, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



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

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

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

Small Service Agreement

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

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

Signature

Date

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

File Attachments for Item:

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

RESOLUTION NO. R24-__

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

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

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

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

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Retail Sales Agreement



Reference Number: 1255118

Prepared For: City of Laurel

Attn: Brittney Harakal

Prepared By: Mark Hunt

Phone: (406)969-3336

Email: mark.hunt@avisystems.com

Date: July 02, 2024

City of Laurel - Mic & FTR Addition for the Court

Project:

Project Number:

AVI Systems Inc.

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

Phone: (605)782-4141

Fax: (605)782-4142

INVOICE TO

Attn: Brittney Harakal

City of Laurel

PO Box 10

Laurel, MT 59044

Phone: (406)628-7431

Email: bharakal@laurel.mt.gov

Customer Number: COL0045

SITE

Attn: Brittney Harakal

City of Laurel

PO Box 10

Laurel, MT 59044

Phone: (406)628-7431

Email: bharakal@laurel.mt.gov

COMMENTS

PRODUCTS AND SERVICES SUMMARY

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

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

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

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

INVOICING AND PAYMENT TERMS

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

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

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

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

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

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

TAXES AND DELIVERY

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

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

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

AGREED AND ACCEPTED BY

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

CONFIDENTIAL INFORMATION

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

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

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

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

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

City of Laurel Court FTR Addition

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

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

City of Laurel - Mic Addition for the Court

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

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

Sub-Total: \$0.00

Total: \$10,600.76

SERVICES TO BE PROVIDED

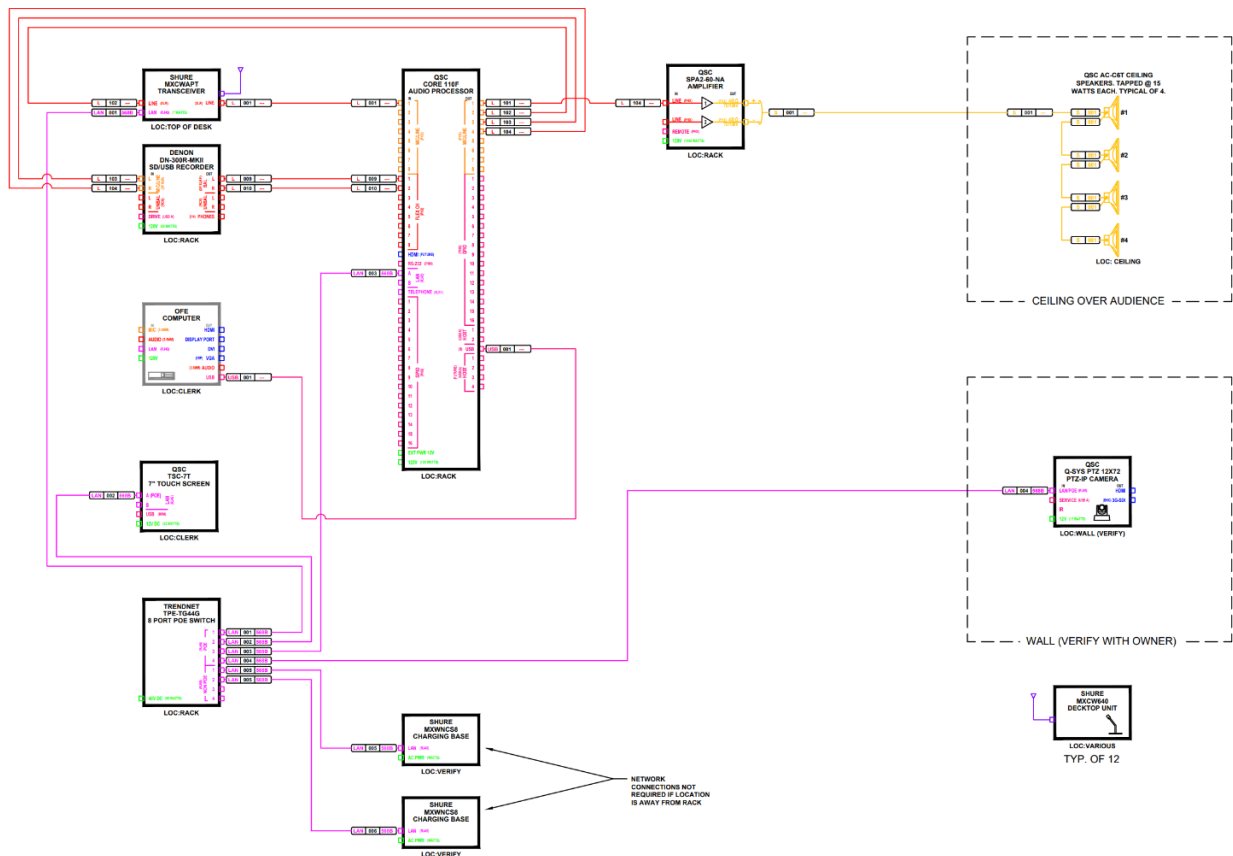
INTEGRATION SERVICES INTEGRATION SCOPE OF WORK

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

B. SYSTEM DESCRIPTION:

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

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



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

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

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

D. CONSTRUCTION CONSIDERATIONS:

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

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

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

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

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

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

G. KNOWLEDGE TRANSFER (TRAINING)

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

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

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

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

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

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

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

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

File Attachments for Item:

4. Resolution - Intent to Vacate

RESOLUTION NO. R24-_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of _____, 2024.

APPROVED by the Mayor the ____ day of _____, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

STREET VACATION PETITION

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

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

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

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

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

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

The street is presently classified as an undeveloped public road.

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

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

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

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

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

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

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

There are no covenants or deed restrictions affecting the street.

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


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

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

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

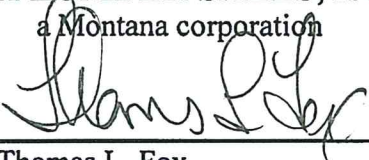
(Signature of Petitioners on Following Page)

MCDONALD LAND HOLDINGS LLC
a Nevada series limited liability company



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

FOX LUMBER SALES, INC.
a Montana corporation



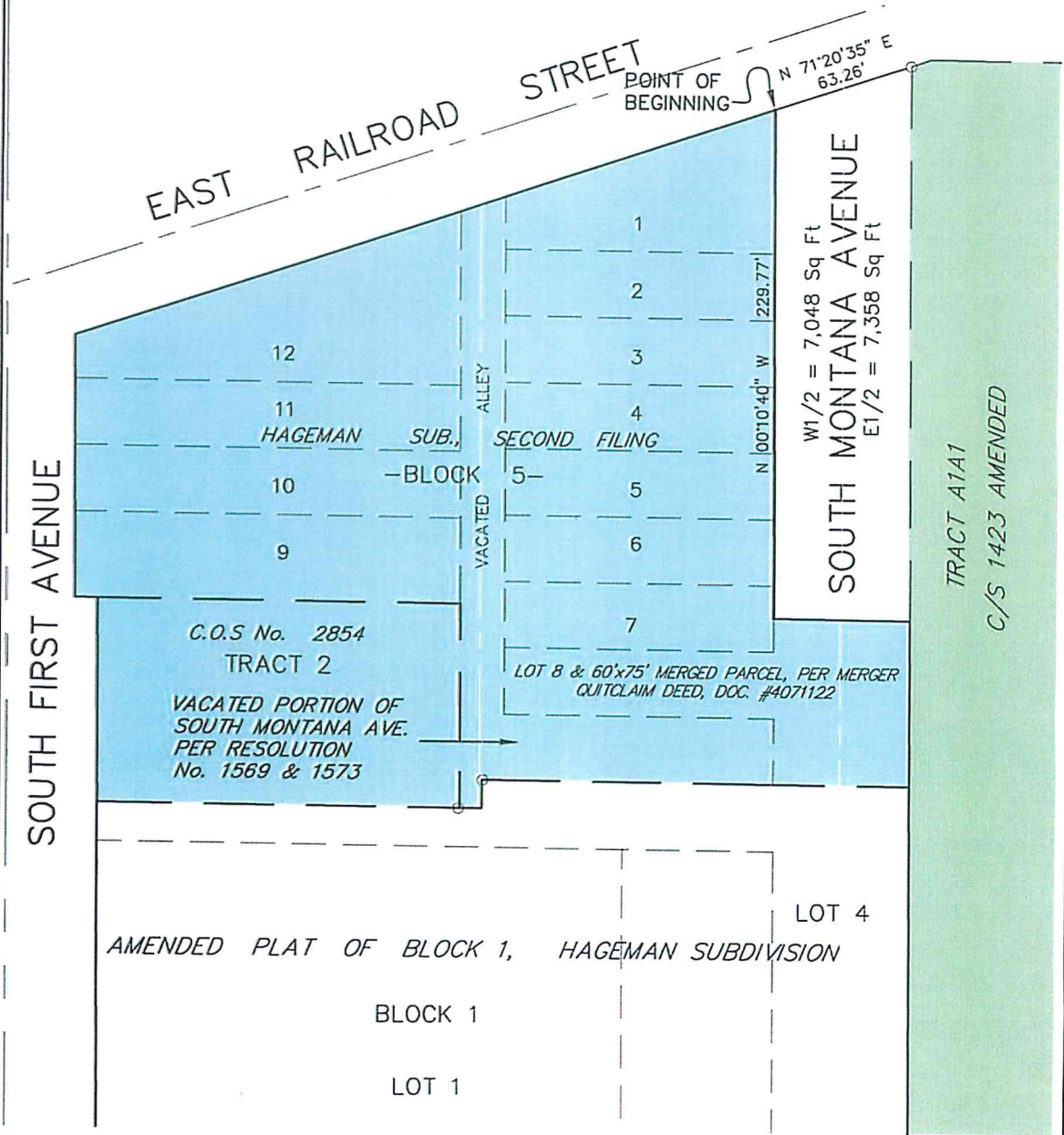
By: Thomas L. Fox
Its: President
Date: 5/31/2024

EXHIBIT A



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

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

MAY 2024
 BILLINGS, MONTANA

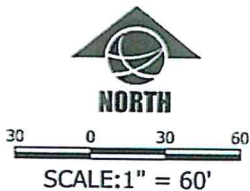


Adjacent Ownership:

McDonald Land Holdings LLC 
 Fox Lumber Sales, Inc. 

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

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



Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

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

Procedure To Discontinue Streets

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

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

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

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

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

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

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

Discontinuance Of Street Not To Affect Utility Easements

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

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

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 1. GENERAL PROVISIONS

Part 41. Municipalities

Publication Of Notice -- Content -- Proof

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

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

(3) The newspaper must:

(a) be of general circulation;

(b) be published at least once a week;

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

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

(i) circulation for the prior 12 months;

(ii) a statement of net distribution;

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

(iv) the method of distribution.

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

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

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

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

(8) The published notice must contain:

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

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

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

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

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

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

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

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

4077909 EASE

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

eRecorded For Yellowstone County, MT

Jeff Martin, Clerk & Recorder

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

RECIPROCAL ACCESS AGREEMENT

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

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

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

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

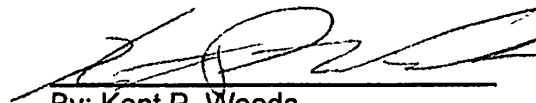
This Reciprocal Access Agreement is created for the benefit of the owners of Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 5, Hageman Subdivision, Second Filing, all in the City of Laurel, Yellowstone County, Montana.

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

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

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

MCDONALD LAND HOLDINGS LLC
A Nevada series limited liability company



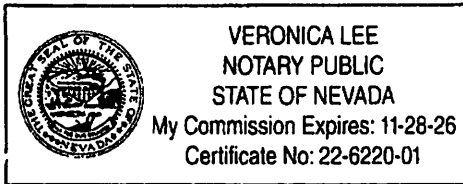
By: Kent P. Woods
Its: Manager

Date: 7/5/2024

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

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

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



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

File Attachments for Item:

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

RESOLUTION NO. R24-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE AGREEMENT FOR *PRO TEM* JUDGE SERVICES.

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

Section 1: Approval. The Independent Contractor Service Agreement by and between the City of Laurel (hereinafter “the City”) and Judge He Does It, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Agreement with Judge He Does It on behalf of the City.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**INDEPENDENT CONTRACTOR SERVICE AGREEMENT
WITH *PRO TEM* CITY COURT JUDGE**

This Agreement by and between the City of Laurel, a City within the State of Montana, hereinafter referred to as “the City,” and Judge Raphael J. He Does It, hereinafter referred to as the “*Pro Tem* City Court Judge” or “the Judge,” is as follows:

WHEREAS, Laurel City Court Judge Jean Kerr has appointed Judge Raphael J. He Does It to serve as *Pro Tem* City Court Judge of the City’s City Court through an Independent Contractor Service Agreement and not as a City employee; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and the Judge agree as follows:

1. INDEPENDENT CONTRACTOR STATUS:

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other person or organization.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

2. **TERM OF APPOINTMENT:**

The Judge has accepted the appointment of *Pro Tem* City Court Judge for the City of Laurel, commencing on or around January 1, 2024 and continuing thereafter, until terminated by either party as described herein. The Judge must comply with all requirements for service as a *Pro Tem* City Court Judge, including but not limited to complying with all training requirements imposed by the State of Montana.

3. **SCOPE OF SERVICES:**

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted City Court according to the requirements of the Montana Constitution, the Official Code of Montana, the Code of Judicial Conduct, the Uniform Rules, City Courts of the State of Montana and such other rules as may be prescribed by the Supreme Court of the State of Montana. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings as agreed upon by and between the sitting City Court Judge for the City of Laurel and Judge He Does It. The Judge also shall perform the duties described in section 4.

4. **JUDICIAL INDEPENDENCE AND ADMINISTRATION:**

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the Judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

5. **COMPENSATION:**

The Judge's compensation for Services is set forth below:

- Hourly Rate for Services: \$35.00 per hour (includes travel time)
- Mileage at GSA mileage rates for travel to City Court

The Judge shall invoice the City on a monthly basis, or as soon as practicable following the signing of this Agreement.

6. **METHOD OF PAYMENT:**

The Judge shall provide invoices directly to the City, which the City will pay in

accordance with its Purchasing and Procurement policies and procedures.

7. CONTRACT ADMINISTRATION:

This Agreement shall be administered by the City Mayor and/or designee on behalf of the City and by the Judge on his own behalf.

8. TERMINATION OF AGREEMENT:

This Agreement may be terminated by either party at any time within ten (10) days written notice, unless otherwise mutually agreed by the parties.

9. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Montana, and any dispute regarding this Agreement shall be resolved in Yellowstone County, State of Montana.

10. SEVERABILITY

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

(Signatures on next page)

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF LAUREL

PRO TEM CITY COURT JUDGE

By: _____

By: _____

Mayor Dave Waggoner

Judge Raphael J. He Does It

Date: _____

Date: _____

File Attachments for Item:

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

RESOLUTION NO. R24-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH DR. JEDEDIAH WALKER FOR THE MEDICAL DIRECTOR POSITION FOR THE LAUREL AMBULANCE SERVICE.

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

Section 1: Approval. The Contract between the City of Laurel and Dr. Jedediah Walker for the medical director position with the Laurel Ambulance Service, a copy attached hereto, is hereby approved.

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

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

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 23rd day of July, 2024.

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

CITY OF LAUREL

David Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk/Treasurer

Approved as to form:

Michelle Braukmann, Civil City Attorney

RESOLUTION NO. R24-____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH DR. JEDEDIAH WALKER FOR THE MEDICAL DIRECTOR POSITION FOR THE LAUREL AMBULANCE SERVICE.

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

Section 1: Approval. The Independent Contractor Service Contract between the City of Laurel and Dr. Jedediah Walker for the Medical Director position with the Laurel Ambulance Service, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute said Contract on behalf of the City.

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

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 23rd day of July, 2024.

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

CITY OF LAUREL

David Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk/Treasurer

Approved as to form:

Michelle Braukmann, Civil City Attorney

File Attachments for Item:

7. Street Maintenance Cap Discussion

| <u>Tax ID</u> | <u>Name</u> | <u>Area in SqFt</u> | <u>23/24</u> <u>Assessment</u> <u>Amount</u> | <u>Amount Paid in</u> <u>FY 23/24</u> | <u>Hypothetical</u> <u>impact of no</u> <u>cap</u> | <u>Difference</u> |
|---------------|-----------------------------|---------------------|--|--|--|-------------------|
| B00001 | School District #7 | 394,400 | \$ 0.0324 | \$ 1,600.00 | \$ 12,778.56 | \$ 11,178.56 |
| B00303 | Catholic Bishop of | 102,000 | \$ 0.0324 | \$ 1,600.00 | \$ 3,304.80 | \$ 1,704.80 |
| B00304 | Laurel Nursing Home Inc | 102,000 | \$ 0.0324 | \$ 1,600.00 | \$ 3,304.80 | \$ 1,704.80 |
| B00393 | Corp of Presiding Bishop of | 80,400 | \$ 0.0324 | \$ 1,600.00 | \$ 2,604.96 | \$ 1,004.96 |
| B004470 | Pacific Resources | 111,012 | \$ 0.0324 | \$ 1,600.00 | \$ 3,596.79 | \$ 1,996.79 |
| B004560 | Stingley, Jan | 63,414 | \$ 0.0324 | \$ 1,600.00 | \$ 2,054.61 | \$ 454.61 |
| B004640 | Fichtner, Leonard | 117,656 | \$ 0.0324 | \$ 1,600.00 | \$ 3,812.05 | \$ 2,212.05 |
| B00464B | T&N Properties | 145,540 | \$ 0.0324 | \$ 1,600.00 | \$ 4,715.50 | \$ 3,115.50 |
| B004650 | Solberg Enterprises | 262,623 | \$ 0.0324 | \$ 1,600.00 | \$ 8,508.99 | \$ 6,908.99 |
| B005410 | School District #7 | 229,518 | \$ 0.0324 | \$ 1,600.00 | \$ 7,436.38 | \$ 5,836.38 |
| Boo7730 | Laden, Ron | 84,000 | \$ 0.0324 | \$ 1,600.00 | \$ 2,721.60 | \$ 1,121.60 |
| B010810 | School District #7 | 90,000 | \$ 0.0324 | \$ 1,600.00 | \$ 2,916.00 | \$ 1,316.00 |
| B011980 | Laurel Gardens Partnership | 72,211 | \$ 0.0324 | \$ 1,600.00 | \$ 2,339.64 | \$ 739.64 |
| B013730 | Laurel Southside Storage | 54,000 | \$ 0.0324 | \$ 1,600.00 | \$ 1,749.60 | \$ 149.60 |
| B013910 | Major Brands Distributing | 67,076 | \$ 0.0324 | \$ 1,600.00 | \$ 2,173.26 | \$ 573.26 |
| B01392 | Locomotive Inn & Casino | 78,569 | \$ 0.0324 | \$ 1,600.00 | \$ 2,545.64 | \$ 945.64 |
| B015440 | Richey, Sharon | 52,776 | \$ 0.0324 | \$ 1,600.00 | \$ 1,709.94 | \$ 109.94 |
| B016520 | School District #7 | 435,426 | \$ 0.0324 | \$ 1,600.00 | \$ 14,107.80 | \$ 12,507.80 |
| B016780 | Ricci's of Laurel Inc | 90,000 | \$ 0.0324 | \$ 1,600.00 | \$ 2,916.00 | \$ 1,316.00 |
| B016800 | NSV Corp | 204,000 | \$ 0.0324 | \$ 1,600.00 | \$ 6,609.60 | \$ 5,009.60 |
| B017380 | Wood's Powr Grip | 143,312 | \$ 0.0324 | \$ 1,600.00 | \$ 4,643.31 | \$ 3,043.31 |
| B017480 | Stingley, Jan | 61,500 | \$ 0.0324 | \$ 1,600.00 | \$ 1,992.60 | \$ 392.60 |
| B017640 | School District #7 | 332,174 | \$ 0.0324 | \$ 1,600.00 | \$ 10,762.44 | \$ 9,162.44 |
| B017800 | School District #7 | 321,290 | \$ 0.0324 | \$ 1,600.00 | \$ 10,409.80 | \$ 8,809.80 |
| B017900 | RK Development LLC | 112,593 | \$ 0.0324 | \$ 1,600.00 | \$ 3,648.01 | \$ 2,048.01 |
| B023110 | Solberg Enterprises | 84,860 | \$ 0.0324 | \$ 1,600.00 | \$ 2,749.46 | \$ 1,149.46 |
| B023130 | Rocky Montain Properties | 49,876 | \$ 0.0324 | \$ 1,600.00 | \$ 1,615.98 | \$ 15.98 |
| B023160 | Harris Holdings Railroad | 114,040 | \$ 0.0324 | \$ 1,600.00 | \$ 3,694.90 | \$ 2,094.90 |
| B023170 | Engh, Robert | 87,817 | \$ 0.0324 | \$ 1,600.00 | \$ 2,845.27 | \$ 1,245.27 |
| B023180 | Gillis, Nancy | 87,861 | \$ 0.0324 | \$ 1,600.00 | \$ 2,846.70 | \$ 1,246.70 |
| B023190 | Solberg Enterprises | 87,948 | \$ 0.0324 | \$ 1,600.00 | \$ 2,849.52 | \$ 1,249.52 |
| B023200 | Solberg Enterprises | 76,374 | \$ 0.0324 | \$ 1,600.00 | \$ 2,474.52 | \$ 874.52 |
| B023200 | Solberg Enterprises | 59,808 | \$ 0.0324 | \$ 1,600.00 | \$ 1,937.78 | \$ 337.78 |

| | | | | | | | | | | |
|---------|----------------------------|-----------|----|--------|----|------------|----|------------|----|------------|
| B030360 | Covenant Leaseing | 323,393 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 10,477.93 | \$ | 8,877.93 |
| B03070 | Godwin, Martha | 217,844 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 7,058.13 | \$ | 5,458.13 |
| B03037A | Dutton, Erinie | 72,615 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,352.71 | \$ | 752.71 |
| B03037B | Dutton, Erinie | 72,527 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,349.89 | \$ | 749.89 |
| B03037C | Dutton, Erinie | 72,615 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,352.71 | \$ | 752.71 |
| B03080 | JKS LLP | 435,449 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 14,108.55 | \$ | 12,508.55 |
| B030450 | Laurel Hotels LLC | 75,794 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,455.73 | \$ | 855.73 |
| B030500 | McDonald's Real Estate | 55,495 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 1,798.04 | \$ | 198.04 |
| B03050A | Rankin, Dean | 52,620 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 1,704.90 | \$ | 104.90 |
| B030510 | United Bank NA | 69,696 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,258.15 | \$ | 658.15 |
| B030530 | Cinch Holding LLC | 80,386 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,604.51 | \$ | 1,004.51 |
| B031670 | Walmart Stores #4412-00 | 701,926 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 22,742.40 | \$ | 21,142.40 |
| B032240 | Autozone Development | 83,897 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,718.25 | \$ | 1,118.25 |
| C149720 | St. John's Foundation | 167,354 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 5,422.27 | \$ | 3,822.27 |
| C149780 | St. John's Foundation | 169,917 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 5,505.31 | \$ | 3,905.31 |
| D025550 | Laurel Golf Club | 8,828,348 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 286,038.48 | \$ | 284,438.48 |
| D025830 | Calvary Baptist Church | 178,683 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 5,789.33 | \$ | 4,189.33 |
| D025840 | TJ SKE LLC | 49,643 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 1,608.43 | \$ | 8.43 |
| D02585A | Sawicki, Gerald | 78,408 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,540.42 | \$ | 940.42 |
| D025860 | Webb, Joseph | 131,987 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 4,276.38 | \$ | 2,676.38 |
| D026080 | Laurel Depot LLLP | 84,768 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,746.48 | \$ | 1,146.48 |
| D02616A | Town & Country | 75,054 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,431.75 | \$ | 831.75 |
| D026250 | Meadowood Apartments | 131,987 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 4,276.38 | \$ | 2,676.38 |
| D02629B | McLelland, Leondard | 149,402 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 4,840.63 | \$ | 3,240.63 |
| D026300 | McLelland, Lorene | 526,082 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 17,045.06 | \$ | 15,445.06 |
| D02630A | Grace Bible Church | 174,113 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 5,641.26 | \$ | 4,041.26 |
| D026490 | Regal Land Development Inc | 342,315 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 11,091.01 | \$ | 9,491.01 |
| D026490 | SID Corp | 95,484 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 3,093.68 | \$ | 1,493.68 |
| D026650 | Fox Lumber Sales Inc | 832,880 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 26,985.31 | \$ | 25,385.31 |
| D027240 | First Congregational | 258,735 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 8,383.01 | \$ | 6,783.01 |
| D02735 | Harmon, Todd | 57,584 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 1,865.72 | \$ | 265.72 |
| D11734B | Montana Rail Link | 49,500 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 1,603.80 | \$ | 3.80 |
| D119870 | Montana Rail Link | 91,650 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,969.46 | \$ | 1,369.46 |
| D125130 | Montana Rail Link | 78,000 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 2,527.20 | \$ | 927.20 |
| D130690 | Montana Rail Link | 100,000 | \$ | 0.0324 | \$ | 1,600.00 | \$ | 3,240.00 | \$ | 1,640.00 |
| | | | | | \$ | 108,800.00 | \$ | 629,280.06 | \$ | 520,480.06 |

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 12. IMPROVEMENT DISTRICTS

Part 44. Special Provisions for Street Maintenance Districts

Assessment Of Costs

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

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

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

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

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

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

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

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

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

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

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 11. GENERAL PROVISIONS RELATED TO SERVICES

Part 10. Special Districts -- Creation and Governance

Financing For Special District

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

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

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

(a) against the entire district as follows:

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

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

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

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

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

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

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

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

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

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


(iii) the cost, incentives, or penalties applicable to the program or service practices; or

(iv) any combination of these factors.

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

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

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

Created by LAWS 

RESOLUTION 23-11131

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

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

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

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

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

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

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

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

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

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



CITY OF BILLINGS

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

ATTEST:

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

City Council Regular

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

RECOMMENDATION

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

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

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

ALTERNATIVES

City Council must hold a public hearing and then may:

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

FISCAL EFFECTS

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

Attachments

Resolution

COUNCIL ACTION *APP 8-3*
Tidwell, Purinton & Reese
opposed
 JUN 26 2023
 RES 23-11131
DB
 CITY CLERK

