



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 19, 2023
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

1. Owl Cafe Presentation

Executive Review

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The 5th-7th Avenue Sewer Line Replacement By And Between The City Of Laurel And KLJ Engineering, Inc.
3. Ordinance O23-03: An Ordinance Amending Sections 13.01.010 (Adoption) And 13.01.020 (Updated References) Of The Laurel Municipal Code Related To The Adoption Of The International Fire Code.

Council Issues

4. Judge Wage 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. 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:

1. Owl Cafe Presentation

Laurel Senior Citizens Center
720 S. 4th Street
Laurel, Montana 59044
Tax ID #81-0386537

History and Expansion Information

This group began with a Senior Dinner Program out of the Owl Cafe in 1976. It was sponsored by the Yellowstone County Council on Aging, now the Adult Resource Alliance of Yellowstone County. In December of 1976 a group of seniors met with board members from the Council on Aging, Mayor Yovetich and several Laurel city councilmen to discuss formally organizing this group. There were a total of 29 people in attendance including those who had lunch at the Owl Cafe and those who were active in the social group that met once a week at Our Savior Lutheran Church. That was the beginning. They rented space in a building next to the Owl Cafe which they soon outgrew. That began the search for their "forever home". A year of frustrating search for a location found them back with the City Council. They were donated a ½ city block across from the pond as a building site. The grand opening of the center was held on February 23, 1979. This building included areas for activities, offices, and a kitchen so the Monday through Friday meals for the Meals on Wheels participants and the people who come to the center, could be prepared on site. Thanks to some special grants and lots of fundraising the loan was paid off in 3 years.

Fast forward 44 years. It is estimated that over 10,000 people have used this building during the 44 years it has been here. Volunteers continue to deliver meals to home bound individuals Monday through Friday, individuals and couples continue to come to the center not only for the nutritious noon meals but also for the companionship that it offers. While there are no longer pool tables at the center there are several exercise groups, card groups and Bingo that make up some of the current activities. All of this is lead by a volunteer Board of Directors. Funding to support this organization comes from the Adult Resource Alliance, membership dues and fundraising.

For many years it has been apparent that the front entry on the north side of the building needs to be changed. There has been a drainage issue for many years and even with many "fixes" it was often a hazard in the winter months. The widening of 4th Street also brought home the reality that having people getting out of cars on that street would be a greater hazard.

This is where we are today. The Board is working with Schutz Foss Architects for a plan to extend the building on the east side to accommodate a new entrance and an activities/meeting room. This addition will be 22 X 10 feet. Soil samples and a land survey have found drainage issues on this flat piece of land and the estimated cost for the project is now around \$180,000. Bids for the project will be opened the end of September.

While the Area II Agency on Aging and the Adult Resource Alliance are both assisting with some of these costs, and the center will be financing a portion through a local bank, the board is committed to raising \$50,000 over the next year.

Any assistance that you can provide will be greatly appreciated and recognized.

Bea Ann Melichar bmelichar@yahoo.com 406 690 2133

File Attachments for Item:

2. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The 5th-7th Avenue Sewer Line Replacement By And Between The City Of Laurel And KLJ Engineering, Inc.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE 5TH-
7TH AVENUE SEWER LINE REPLACEMENT BY AND BETWEEN THE CITY OF
LAUREL AND KLJ ENGINEERING, INC.**

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

Section 1: Approval. The Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc., for the 5th-7th Avenue Sewer Line Replacement, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the _____ day of _____, 2023.

APPROVED by the Mayor on the _____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Task Order: 5th – 7th Sewer Line Replacement

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), as amended by Amendment No. 1 dated October 13, 2020, Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: September 12, 2023
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. Specific Project (title): 5th – 7th Sewer Line Replacement
- E. Project Description: This project consists of the refurbishment of an 8" sewer line between 7th Avenue and 6th Avenue and a 10" sewer line between 6th Avenue and 5th Avenue in the alley way between 1st Street and Main Street in Laurel, Montana. The existing sewer line experienced several collapses last year and has approximately 363 lineal feet of 8" and 383 lineal feet of 10" and will include the update of 3 manholes and associated surface replacement.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
Set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – See Exhibit D
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
 - Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
 - Coordinate with stakeholders to evaluate access and traffic control considerations.

- Perform all duties (including legal and bond counsel) related to creating a special improvement district not identified in Engineer's Basic Services below.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
- Owner desires to have construction occur March 1st, 2024 and October 1st, 2024. Engineer will plan the project to accommodate these dates, barring delays from SID creation, weather or other unexpected circumstances.
 - Owner will provide review comments, in writing, to Engineer for any draft deliverables submitted by Engineer. Owner will provide comments within 10-days of receipt from Engineer. Owner acknowledges delays in review/response may extend the final schedule.
 - Engineer shall provide periodic updates to Owner on the anticipated completion schedule, throughout the duration of the project.

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services:, Design and Bidding Phases (A1.01-A1.05)	\$ 47,460	Direct Labor
2. Basic Services: Construction and Post-Construction Phase (A1.06-A1.07)*	\$ 48,340	Direct Labor
TOTAL COMPENSATION	\$ 95,800	
3. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

*Based on a 1-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: Exhibit A — Engineer's Services for Task Order

10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition
October 13, 2020 Amendment to Engineer-Owner Agreement, Amendment No. 1.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 12th, 2023.

OWNER: City of Laurel

ENGINEER: KLJ Engineering, Inc

By: _____

By: _____

Print Name: Dave Waggoner

Print Name: Mark Anderson

Title: Mayor

Title: Vice-President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt Wheeler

Title: Director of Public Works

PO Box 10

Address: Laurel, MT 59044

E-Mail

Address: mwheeler@laurel.mt.gov

Phone: 406-628-4796

Engineer License or Firm's
Certificate No. (if required): PEL-EF-LIC-37

State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ryan Welsh

Title: Sr. Project Engineer

PO Box 80303

Address: Billings, MT 59108

E-Mail

Address: ryan.welsh@kljeng.com

Phone: 406-245-5499

Engineer's Services for Task Order: 5th – 7th Sewer Line Replacement

PART 1—BASIC SERVICES

A1.01 *Project Management*

- A. Tasks below apply to the entire Task Order.
 - 1. Organize and facilitate kick-off meetings (one each) with Owner and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
 - 2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing monthly status updates to Owner, and provide oversight of the day-to-day Project activities.
 - 3. Attend one (1) unscheduled meetings as needed to coordinate with Owner or other stakeholders.

A1.02 *Topography and Boundary Survey:*

- A. Provide right-of-way and parcel ownership research and mapping. Research property boundaries based on plats and certificates of survey obtained from public records. The right-of-way survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing right-of-way and decide if right-of-way acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.
- B. Topographic and Design Surveys – Complete and furnish preliminary ground survey of project limits to include site contours, existing surface features, and above- and below-ground utilities. Topographic survey will generally be bounded within right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features, and structures. The topographic survey will be accomplished by conventional survey methods. Primary control points will be established as Montana NAD83 (2010) geodetic control data. Prior to beginning topographic data collection, a level network will be run through all control points and tied to the vertical datum. As topographic data is collected an ongoing QC-QA process will verify all data and make sure pertinent features are included on the map.
- C. Base Drawing Preparation – Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.

- D. Engineer's fee assumes that the above work will occur during a period when snow is not present at the Site.

Deliverable: Topographic Base Map

Owner provides: known utility locations and tv/video of sewer main described.

A1.03 *Preliminary Engineering*

- A. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
- B. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
- C. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer.
- D. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. The extent of Engineer's design tasks that will be reflected in Drawings and Specifications, will include the following components:
1. Sewer Main Design
 - a. Design the refurbishment of the sewer line that runs underneath the alley way between 1st Street and Main Street from 5th Avenue to 7th Avenue.
 - b. Detail Drawings – Provide detail drawings of water and sewer main and other supplemental design information required for construction.
 2. The project will be confined to existing right-of-way limits. However, existing fences, landscaping, retaining walls and similar features may be disturbed by construction. Since the extent of potential impacts is undetermined, the scope of work does not include design of repairing or replacing adjacent private property features. If required, Engineer would provide related work as Additional Services upon Owner's authorization.
 3. The following tasks are also included in Engineer's scope of services as part of the Preliminary Design Phase.
 - a. Coordinate with affected private utility owners (power, gas, phone, etc.), and evaluate if existing or potential conflicts necessitate utility relocation. If required, facilitate one (1) preliminary utility coordination meeting with Owner and other utility owners. Provide a written summation of utility owners comments. Completing a Subsurface Utility Engineering (SUE) survey is not included in this scope of work.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable construction cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 5. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for

proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

6. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner.
 7. Visit the Site as needed to assist in preparing the Preliminary Design Phase documents and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Preliminary Design Phase tasks.
- E. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables. Engineer's fee is based on completing the Preliminary Design Phase services above one time; multiple iterations will be provided as Additional Services. Engineer will not proceed with Final Design Phase without Owner's acceptance of Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables that may affect the scope of the Project.
- F. Preliminary Engineering Deliverables:
1. Preliminary Sewer Plan and Profile Drawings
 2. Preliminary Detail Sheets for sewer
 3. Opinion of probable construction cost
 4. Preliminary Construction Agreement Documents Based on the EJCDC C-700 Contract.

A1.04 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. On the basis of the above acceptance, direction, and authorization, and after receiving Owner's written review comments, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Engineer's fee is based on completing the Final Design Phase services described below one time; multiple iterations will be provided as Additional Services.
 3. Visit the Site as needed to assist in preparing the final Drawings and Specifications and to review with Owner. Up to one (1) combined Site visit or Owner meeting is included in the Final Design Phase tasks.

4. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from the Montana Department of Environmental Quality. Additional permitting is not anticipated.
 5. Advise Owner of any recommended adjustments to the opinion of probable construction cost.
 6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 8. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner.
 9. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.
- D. Final Engineering Deliverables:
1. Final plans for Bidding
 2. Final construction Contract Documents for Bidding
 3. Completed MDEQ application.

A1.05 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Consult with Owner as to the qualifications of prospective contractors.
 4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
 6. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be provided subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- C. Deliverables:
1. Bid Tab
 2. Conformed Contract Documents
 3. Addenda, If required.
 4. Notice of Award Recommendation Letter

A1.06 Construction Phase

- A. As Basic Services, Engineer shall:
1. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (the Edition of which is to coincide with the current Montana Public Works Standard Specifications in effect at the time of a specific Task Order), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D of the Master Services Agreement, which is

hereby incorporated by reference. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. It is anticipated that 240 hours of on-site RPR time will be sufficient to provide necessary construction observation through substantial completion, based on a recommended construction contract not to exceed 42 calendar days. RPR hours beyond this estimate are Additional Services and would require written authorization prior to proceeding. Construction observation time resulting from Contractor working outside of normal work hours, as will be defined in the contract documents will be paid by Owner to Engineer and then deducted from the Contractor's payment.
4. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the quality assurance testing, if needed.
5. *Pre-Construction Conference:* Facilitate a pre-construction conference prior to commencement of Work at the Site.
6. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
7. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
8. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
9. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Provide construction surveys and staking to enable Contractor to perform its work. The total number of Engineer's survey crew project site mobilizations included in the tasks above is one. Contractor will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of the budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. Staking shall be provided for:
 - a. Establish horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction during surveyor's initial mobilization for the below.
 - b. Sanitary sewer main and manholes – stake manholes and appurtenances
10. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. It is anticipated that one (1) Site visit per week, by the Engineer, will be sufficient for the Engineer to adequately observe and gauge the progress and performance of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
11. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 12. *Compatibility with Design Concept*: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 13. *Clarifications and Interpretations*: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes

referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. Services related to additional design or construction review associated with Change Orders and Work Change Directives are not included and would be provided as Additional Services.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
17. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
18. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
19. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B of this Exhibit A.
20. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

- c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
21. *Change Proposals and Claims:* (a) Review and respond to Contractor's proposed changes to Work. Review each duly submitted change proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the change proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the change proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
22. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.19. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 24. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. In such cases, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.07 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair

of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Prepare and submit to Owner and DEQ, each, one set of record drawings, showing all construction modifications to the original design.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.
- C. Commissioning Phase – Not Included
- D. Other Services – Not Included
- E. The scope of this phase will be developed following Final Design and included by amendment.

A1.08 *Commissioning Phase*—Not Included

A1.09 *Other Services*—Not Included

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. This Task Order contains specific information regarding tasks, number of iterations, and deliverables to be provided by Engineer. In addition to those specifically identified herein, the following list, which is not intended to be exclusive, summarizes other exclusions.
 - a. Boundary surveys or establishing survey monuments
 - b. Traffic analyses
 - c. Public or private utility analyses, modeling or design, other than water system rehabilitation identified above.
 - d. Design of drainage improvements.
 - e. Structural design
 - f. Landscape design
 - g. Right-of-way or permanent easement acquisition services
 - h. 3-D or artistic renderings

2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order, requested by Owner, or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.
6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
8. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

12. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 13. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 15. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 16. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Upon request of Owner, attendance at meetings and completing site visits in addition to those identified above.
 2. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 3. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

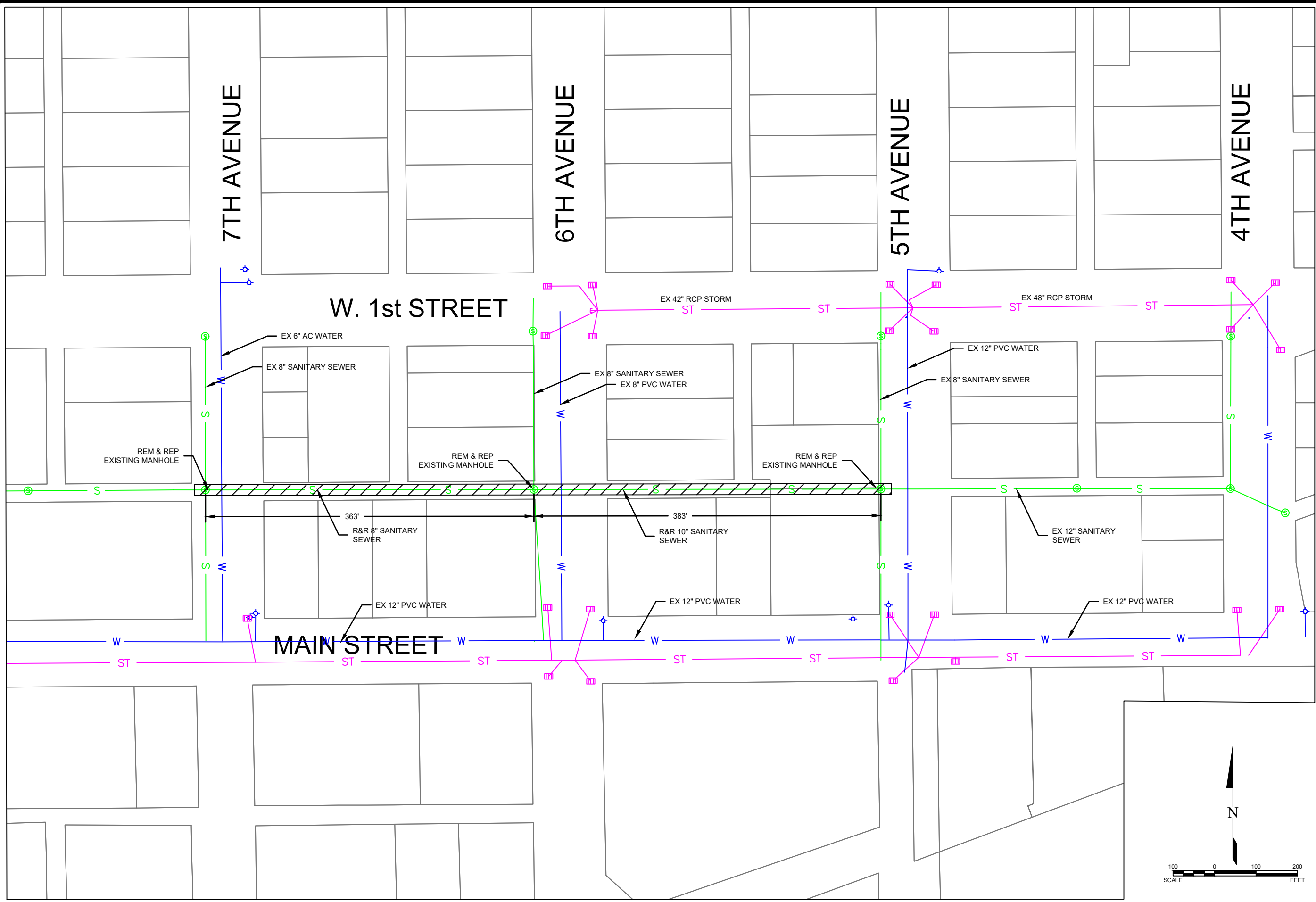


NO.	DATE	REVISION

DRAFTED	REW
REVIEWED	SG
PROJECT NUMBER	2304-01231
ISSUE DATE	08/2023

5TH to 7TH AVE. SEWERLINE REPLACEMENT
CITY OF LAUREL
LAUREL, MT

SHEET
ST 1



File Attachments for Item:

3. Ordinance O23-03: An Ordinance Amending Sections 13.01.010 (Adoption) And 13.01.020 (Updated References) Of The Laurel Municipal Code Related To The Adoption Of The International Fire Code.

ORDINANCE NO. 023-03

AN ORDINANCE AMENDING SECTIONS 13.01.010 (ADOPTION) AND 13.01.020 (UPDATED REFERENCES) OF THE LAUREL MUNICIPAL CODE RELATED TO THE ADOPTION OF THE INTERNATIONAL FIRE CODE.

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

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 13.010.010 and 13.010.020, as noted herein, and hereby recommends the same to the City Council for their full approval.

13.01.010 Adoption.

The City of Laurel hereby adopts by reference per MCA 7-5-4202(1) and 7-33-4208 the International Fire Code, 2021~~14~~¹² edition as modified by the Administrative Rules of Montana (ARM) 23.12.601 (1) through (5), and 23.12.603, 23.12.605 as the ~~F~~fire ~~C~~ode of the ~~C~~city of Laurel. It regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; provides for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions, and terms of said ~~F~~fire ~~C~~ode on file in the office of the Laurel City Clerk-~~Treasurer~~ are hereby referred to, adopted, and made a part hereof, as if fully set out, with the additions, insertions, deletion and changes, if any, set by ordinance.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01 § 5, 2-24-2015; Ord. No. 021-01, 1-26-2021)

13.01.020 Updated ~~R~~references.

The International Fire Code, 2021~~14~~¹² edition, as published by the International Code Council as referenced in section 13.01.010 of this ~~C~~chapter, may be amended by ~~R~~resolution or ~~A~~administrative ~~O~~order of the ~~M~~mayor.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01, § 5, 2-24-2015; Ord. No. 021-01, 1-26-2021)

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

Introduced and passed on first reading at a regular meeting of the City Council on the 12th day of September 2023, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the 26th day of September 2023, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the 26th day of September 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

4. Judge Wage Discussion

RESOLUTION NO. R22-22

A RESOLUTION OF THE CITY COUNCIL SETTING THE SALARY OF THE CITY COURT JUDGE EFFECTIVE JULY 1, 2022 TO JANUARY 1, 2026.

WHEREAS, the City of Laurel City Council previously adopted R15-51, which set the City Court Judge's salary pursuant to an adopted scale to provide both certainty and fairness to the City and elected City Court Judge; and

WHEREAS, the City of Laurel City Council thereafter adopted R17-71, which set the City Court Judge's salary for the four-year term of January 2018 to January 2022; and

WHEREAS, R17-71 specified that the City Council would set the City Court Judge's salary for the four-year term of January 2022 to January 2026 through the budget process for Fiscal Year 2021-2022 and every four years thereafter; and

WHEREAS, the City of Laurel set the City Court Judge's salary for January 2022 forward through the budget process for Fiscal Year 2021-2022; and

WHEREAS, the City Court Judge's salary has been paid since January 2022 in accordance with the budget approval for Fiscal Year 2021-2022; and

WHEREAS, since the City Court Judge's salary was set for Fiscal Year 2021-2022 forward, the City Court Judge has requested a salary increase; and

WHEREAS, the Mayor has the authority to recommend and the City Council has the authority to approve, pursuant to the Laurel Municipal Code 2.68.100, a change in the salary of the City Court Judge by way of Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana that the City Court Judge's salary for the four-year term beginning January 2022 to January 2026 shall be set as follows:

1. Commencing January 1, 2022 to July 1, 2022: The City Court Judge's salary will remain as was previously set by the City of Laurel through the budget process for Fiscal Year 2021-2022. No retroactive changes will occur with regard to the City Court Judge's salary.
2. Commencing July 1, 2022 to January 1, 2023: The City Court Judge's salary shall be increased by Two Percent (2%). This change shall not be retroactive, but shall be in effect from July 1, 2022 to January 1, 2023.

Failed 3-4

3. Commencing January 1, 2023 to January 1, 2024: The City Court Judge's salary shall be increased by an additional Two Percent (2%) from the previous partial-year period of July 1, 2022 to January 1, 2023.
4. Commencing January 1, 2024 to January 1, 2025: The City Court Judge's salary shall be increased by an additional Two Percent (2%) from the previous year of January 1, 2023 to January 1, 2024.
5. Commencing January 1, 2025 to January 1, 2026: The City Court Judge's salary shall be increased by an additional Two Percent (2%) from the previous year of January 1, 2024 to January 1, 2025.

BE IT FURTHER RESOLVED by the City Council of the City of Laurel, Montana that the City Court Judge's salary for the four-year term beginning January 2026 to January 2030 shall be set through the budget process for Fiscal Year 2025-2026 and every four years thereafter; and

BE IT FURTHER RESOLVED by the City Council of the City of Laurel, Montana that the City Court Judge's increased salary shall be incorporated into the City of Laurel's annual General Fund Budget, effective July 1, 2022.

Introduced at a regular meeting of the City Council on the 10th day of May, 2022, by Council Member Wilke.

PASSED and APPROVED by the City Council of the City of Laurel the 10th day of May, 2022.

APPROVED by the Mayor the 10th day of May, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY HALL
115 W. 1st. St.
PUB WORKS: 628-4796
PWD FAX: 628-2241
WATER OFFICE: 628-7431
WTR FAX: 628-2289
MAYOR: 628-8456

City of Laurel

P.O. Box 10
Laurel, Montana 59044



DEPARTMENT

CITY JUDGE WAGE INFORMATION FOR CONSIDERATION BY CITY OF LAUREL CITY COUNCIL

CITY OF LAUREL CITY COUNCIL MEETINGS:

Workshop: May 3, 2022
Public Meeting: May 10, 2022

GENERAL FACTUAL INFORMATION

The City of Laurel City Court Judge has requested a compensation increase from her existing wages of \$43,360, plus fringe benefits of health insurance through the City of Laurel's health insurance plan.

City Council Members have already been presented with substantial information on this topic, in meetings on, in part, 9.21.2021, 12.21.2021, 1.18.2022, and 3.1.2022. That information is available to the public and all City Council Members, in relationship to those City Council Workshops in 2021 and 2022.

In 2015, the City of Laurel City Council adopted R15-51, which set the City Court Judge's salary pursuant to an adopted scale. That adopted scale was as follows:

Judge Salary Matrix

Years of Service	Additional Pay Re-Election	Yearly Salary
Year 1		\$ 35,000.00
Year 2		\$ 35,254.00
Year 3		\$ 35,508.00
Year 4		\$ 35,762.00
Year 5	\$ 500.00	\$ 36,516.00
Year 6		\$ 36,770.00
Year 7		\$ 37,024.00
Year 8		\$ 37,278.00
Year 9	\$ 500.00	\$ 38,032.00
Year 10		\$ 38,286.00
Year 11		\$ 38,540.00
Year 12		\$ 38,794.00
Year 13	\$ 500.00	\$ 39,566.00
Year 14		\$ 39,820.00
Year 15		\$ 40,074.00
Year 16		\$ 40,328.00
Year 17	\$ 500.00	\$ 41,082.00
Year 18		\$ 41,336.00
Year 19		\$ 41,590.00
Year 20		\$ 41,844.00
Year 21	\$ 500.00	\$ 42,598.00
Year 22		\$ 42,852.00
Year 23		\$ 43,106.00
Year 24		\$ 43,360.00
Year 25	\$ 500.00	\$ 44,132.00
Year 26		\$ 44,386.00
Year 27		\$ 44,640.00
Year 28		\$ 44,894.00
Year 29	\$ 500.00	\$ 45,648.00

\$500 Additional Salary for Re-Election - Beginning January 1 after
re-election

In 2017, the City of Laurel City Council thereafter adopted R17-71, which set the City Court Judge's salary for the four-year term of January 2018 to January 2022. R17-71 specified that the City Council would set the City Court Judge's salary for the four-year term of January 2022 to January 2026 through the budget process for Fiscal Year 2021-2022 and every four years thereafter. The City of Laurel set the City Court Judge's salary for January 2022 forward through the budget process for Fiscal Year 2021-2022.

The Mayor has recommended an increase in the City Court Judge's salary, to acknowledge her request for increased compensation, while also evaluating the overall City of Laurel and City Court budget, comparable salary information, and resources of the City of Laurel, with a 2-2-2 percent increase each year, through the remainder of the City Court Judge's elected term.

The following is intended to provide comparative wage information for Council's consideration, in evaluating the Mayor's recommendation regarding the City Court Judge's wage increase over the course of the following three years.

RECENT 2022 MONTANA LEAGUE OF CITIES AND TOWNS SALARY SURVEY

The recent Montana League of Cities and Towns Salary Survey, which collects data including starting and maximum salaries and minimum education/experience requirements throughout the State of Montana has published the following information relevant to the City Judge position:

Starting Salary: \$19,092
Maximum Salary: None Reported

** Note: The comparison also appeared to have been drawn related to Justices of the Peace that may serve in dual capacities, although that was not formally-clarified. **

ADDITIONAL COMPARABLE INFORMATION

Information Applicable to Class 3 Municipalities of Similar Size to the City of Laurel:

As reported in the last MSU Local Government salaries survey, the wages for Class 3 Municipalities, of similar size to the City of Laurel, related to the City Court Judge, are as follows:

City/Town Name	Population	Salary Range	Attorney	Court of Record
Dillon	4,369	\$46,283 with 2% increase each year	Yes	No
Columbia Falls	6,464	\$60,389, last increase was 5%	Yes	Yes
Polson	5,060	\$25,441	No	
Belgrade	9,503	\$31,800 to \$37,510	Yes	Yes
Laurel	7,222	\$42,851	No	No

The MSU Local Government Services Department published the last "official" study on City and Municipal Court Judge Salaries as follows. As you can see from the below, the only locations that have increased compensation significantly have been Columbia Falls and Whitefish.

Job Title	City Judge ⁶⁰ Hourly, \$	Annual Salary
Miles City		
Anaconda	19.50 ⁶³	40,563.43
Havre		
Belgrade		
Livingston	18.28	38,012.16
Whitefish	33.42	69,513.60
Lewistown		
Sidney		
Glendive	18.50 ⁶⁷	16,236.00
Columbia Falls	25.22	52,457.60
Hamilton	21.59	44,907.20
Survey City	21.64	45,011.20
Average		
Montana Median	19.20 ⁶⁸	

The only two significantly higher salaries, in comparison to the City of Laurel, are Whitefish and Columbia Falls.

Factors For Evaluation, as it Relates to These Statistics:

- The City of Whitefish is a Court of Record.
- The City of Columbia Falls is also a Court of Record.
- The City of Whitefish is a Municipal Court, not a City Court.
- The City of Whitefish Judge is a lawyer. Her name is Judge Caitlin Overland. Here is Judge Overland's background: Judge Overland was born and raised in Montana. She received a bachelor's degree from Northwestern University and later graduated from Lewis & Clark Law School, cum laude. Immediately following law school, Judge Overland returned to Montana and clerked for the Montana Supreme Court. Judge Overland then moved to the Flathead Valley to begin serving as a Deputy Flathead County Attorney. During her time with the County Attorney's Office, Judge Overland worked on a wide range of legal matters including criminal prosecutions, youth court, civil litigation and land use law. She also maintains a private legal practice focusing on soil and water conservation. The Whitefish City Council appointed her to serve as Municipal Court Judge in December 2021.

- The City of Columbia Falls Judge is also a lawyer. Her name is Judge Kristi Curtis. Here is Judge Curtis's background: Judge Curtis was a Whitefish City Prosecutor prior to becoming the City of Columbia Falls Judge. Prior to joining the Bench, Judge Curtis had over 11-years experience as the prosecutor in Kalispell and Whitefish. Judge Curtis has been a licensed attorney for 36 years. In 1981, she graduated from Santa Clara Law School, passed the California Bar, and began working for a mid-sized firm in the SF Bay Area. In 1986, she became the only female partner. She handled all phases of civil litigation, including jury trials and appeals. The firm dissolved in 1998, and she became "Of Counsel," enabling her to move to Montana in 2000. Judge Curtis was then a Judge Pro Tem from 1994 to 2000 at the Municipal and Superior Court level (akin to District Court). In 2006, Judge Curtis passed the Montana Bar and was hired as the prosecutor in Kalispell where she stayed until 2015. In 2015, the City of Whitefish chose to move its prosecutorial duties from an outside contract to an in-house position. Judge Curtis was hired as the Whitefish Deputy City Attorney. She served in that position until being elected to the Bench for the City of Columbia Falls in 2017. Prior to being elected to the Bench, Judge Curtis tried over 100 criminal jury trials and hundreds of bench trials. She served as a Judge Pro Tem in Kalispell Municipal Court and Flathead Justice Court. She is now the elected Municipal Court Judge.
- Both of the aforementioned Judges are full-time Judges in courts-of-record and/or Municipal Courts.

Additional Comparative Information, Also Related to the Above:

Laurel:

Laurel has a population of approximately 6,800 citizens. Laurel's City Judge makes approximately 44k per year plus fringe benefits. As noted above, Laurel is a "court of no record," it is not a Municipal Court, and any person can serve as Judge, once elected, and not be an attorney, assuming they receive annual training.

Anaconda:

Anaconda has a population of approximately 9,100 citizens. Anaconda's City Judge makes approximately 40k per year. Judge Pahut also serves as Justice of the Peace for the County, including being City Judge. He serves not only the City of Anaconda, but the entire County of Deer Lodge, Montana.

Livingston:

Livingston has a population of approximately 7,600 citizens. Livingston's City Judge makes approximately 38k per year. She only acts as City Judge, not Justice of the Peace.

Hamilton:

Hamilton has a population of approximately 4,800 citizens. Hamilton's City Judge makes approximately 45k per year. Judge Royce McCarty is the City Judge in Hamilton. Judge McCarty served as Ravalli County Attorney Chief Civil Deputy from July 2019 until he was elected last year in 2021. He is a graduate of both Hamilton High School and the University of Montana's School of Law.

Lewistown:

Lewistown has a population of approximately 5,600 citizens. Lewistown's City Judge, Kelly Mantooth, also serves as Justice of the Peace for the entire County of Fergus. He makes \$49,688 per year. He serves the City of Lewistown and the entire County of Fergus as a Justice of the Peace. The population of the entire City of Lewistown and the County of Fergus is approximately 12k individuals that he is serving as Judge for.

MEMO

DATE: September 15, 2023
TO: City Council
FROM: Finance Department
RE: Judge's Wage

Per the Mayor's request I have provided the judge's wage at a 4%, 3%, 2% increase for this year only based on current matrix.

Current Wage is: \$44386.00 / \$1707.15
Benefits: \$29,247.44/\$1218.64
Total: \$73633.44

4%
Wage at 4%: \$46161.44/\$1775.44
Benefits: \$29408.38/\$1225.35
Total: \$75,569.82

3%
Wage at 3%: \$45717.58/\$1758.37
Benefits: \$29368.08/\$1223.67
Total: \$75,085.66

2%
Wage at 2%: \$45273.72/\$1741.30
Benefits: \$29328.04/\$1222.00
Total: \$74,601.76

Sincerely,



Kelly Strecker

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 21, 2021**

A Council Workshop was held in Council Chambers and called to order by Mayor Tom Nelson at 6:30 p.m. on September 21, 2021.

COUNCIL MEMBERS PRESENT:

<input type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input type="checkbox"/> Don Nelson

OTHERS PRESENT:

Nathan Herman, Utilities Plant Superintendent
Brent Peters, Fire Chief
Stan Langve, Police Chief
Juliane Lore, City Prosecutor
Jean Kerr, Judge

Public Input:

Brent Peters, 1995 Saddleback Dr., read the attached statement into the record.

General Items

1. Appointment of Alan Kasemodel to the Laurel Airport Authority.

Mayor Nelson stated Mr. Kasemodel was not able to attend this evening. He is qualified. His letter of interest is attached to these minutes.

2. Appointment of Timothy Frick and Brittney Patterson to the Laurel Volunteer Fire Department.

Brent Peters, Fire Chief, briefly reviewed the attached letter. Mr. Frick works for Stillwater Mine and was unable to attend tonight's meeting. The recommendation for Ms. Patterson has been withdrawn.

Executive Review

3. Resolution - A Resolution Approving An Increase In Firefighter Call-Out Pay For The City Of Laurel Fire Department.

Brent Peters, Fire Chief, stated this increase was budgeted. This is an increase from \$8.50 to \$10.50 per hour to keep in line with the drill pay. The last increase was in 2016; before that was

2006. The Fire Chief has not had an increase in stipend in 12 years. Stipend positions will not receive an increase.

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With MP Environmental For Services Relating To Cleaning Of The City's Backwash Pond.

Nathan Herman, Utilities Plants Superintendent, stated the refinery needed to work on the City's backwash pond. They brought in equipment out of Cody. Since the equipment is here, it will save the City \$6,600. The City cleans out the backwash pond approximately every three years. It usually is \$12k to \$15k each time the backwash pond is cleaned out.

Mayor Nelson clarified that CHS dumped two loads of sludge in our pond. CHS provided the operator and an extended boom and bucket to clean up this error.

5. Resolution - A Resolution Declaring The Existing Playground Equipment Located At Kids' Kingdom "Surplus Property" And Authorizing Its Removal And Disposal By City Staff And Volunteers.

Nathan Herman, Utilities Plants Superintendent, stated that the group fundraising to replace Kids Kingdom had surpassed their goal. The City needs to declare the current playground equipment as surplus so it can be removed. New equipment should be here in November.

Michelle Mize, 508 5th Avenue, asked if the slides and swings still in good condition would be reused for other parks with cracked and damaged equipment.

It was clarified if those items can be reused, they will be.

Park Board recommends declaring the playground equipment surplus as well.

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Lexipol, LLC For Services Provided For The City's Police Department.

Stan Langve, Police Chief, stated he first learned of Lexipol when he attended the FBI Command College. He started researching ways to fund this program. The value of this program is being explored in Montana. MMIA has seen the value in this program. He tried to get Laurel in on the initial pilot program. Three departments were selected for the initial pilot program; Laurel was not one of them. MMIA decided to expand the program this year, and Laurel was selected this year. MMIA is investing \$250k per year for this program. Their goal is to have all departments on the tier one program. This proposal includes \$3,000 to include tier two as well as tier one. His goal is to bring in tier three at a later date. The Police Departments' policy manual was updated seven years ago. It is now out of date. Lexipol works with a group of attorneys that help update high-risk policies in real-time. Court proceedings can change policies. Lexipol will have training updates for officers regularly. It helps protect not only the citizens but also the officers. The money has been budgeted for.

7. Resolution - A Resolution Requesting Distribution Of Bridge And Road Safety And Accountability Program Funds

Mayor Nelson read the attached letter from the Clerk/Treasurer. He reminded Council that the State requires the City to apply for gas tax funds each year. If the City does not apply for them, we don't get them. This is the most significant portion of the City's gas tax funds.

8. Ordinance - An Ordinance Amending Certain Chapters Of Title 8 Of The Laurel Municipal Code Relating To Health And Safety Matters, Including Nuisances For The City Of Laurel.

Juliane Lore, City Prosecutor, stated she is before Council not only as the City Prosecutor that will be in charge of the enforcement of these provisions but also as a resident. The Building Official has been working on this ordinance for a while now. She was unable to attend this evening's meetings as she is away at an awards ceremony. She has heard a lot about the magnitude of the issues of public nuisances; she also learned why those nuisances could not be addressed. They began to revise Title 8 entirely to transfer Code Enforcement to the Police Department. Captain Pitts has also reviewed this proposed code to look for holes that would not allow for enforcement. This code is very much in line with what is current in other municipalities. It does include what MCA will allow the City. It does keep most of the Laurel Municipal Code. She briefly reviewed the proposed changes. In 8.12, it was previously called nuisances; now, it will be called criminal nuisances. They are now misdemeanors. The penalties are now included, and issues can be dealt with. The first violation is no jail time with a fine of \$100 to \$500. The second offense is up to 30 days in jail with a \$300 to \$500 fine. And third and subsequent is up to 90 days in jail and a \$500 fine. After penalties are abatement, the abatement procedure was good, but it was in community decay and could not be enforced. They added in a temporary immediate injunction as abatements can take some time. In the cases of egregious harm that is ongoing, a temporary immediate injunction can be filed.

Stan Langve, Police Chief, stated many people had reviewed this ordinance before coming before Council. The Building Official is getting an award in Code Enforcement today and was unable to make it this evening. He is happy to have something coming forward. Discussions were spirited and productive. The goal was to set the parameters wide and work to specific instances. It offers every option to enforce this code.

Jean Kerr, Judge, stated Public Defenders do not represent defendants for City ordinances.

It was clarified that the ordinance would not be rewritten to allow the appointment of indigents to the State. Should they be charged with a subsequent nuisance violation and need a Public Defender but are charged under local statutes, that is an issue for Helena.

Stan Langve, Police Chief, stated yesterday they were out chasing someone with \$150k in warrants. There is an understanding that generally handles municipal as a civil process. The State does allow for it to be listed as a misdemeanor. Looking at starting large if the possibility it ever

comes that far. At least have that option. The Police Commission code mirrors the State code; when the State code gets revised, the City's code is automatically updated. This ordinance makes all the appropriate references to MCA. It gives enforcement options, and adjustments can be made if needed. This is a living document and will need to be updated from time to time.

Barbra Anne Sprague Eminith, 501 Alder Ave, briefly read the attached statement into the record.

Mayor Nelson thanked all those who worked on this ordinance.

Council Issues

9. Discuss Resolution No. R15-51.

Mayor Nelson stated Resolution No. R15-51 is included in your packet with supporting documents. A discussion at the Budget/Finance Committee asked for this item to be placed on the Workshop. The Clerk/Treasurer stated during that Budget/Finance Committee meeting that it is Council's responsibility to set the Judge's wage each year. There are different methods of doing that. That could be similar to what the City and the Union member employees do, which is a percent increase each year. Council decided to install a matrix. The current matrix is attached to these minutes.

Council noted that this matrix seems to be falling behind in relation to other employees.

Jean Kerr, Judge, clarified that one of her Court Clerks is making \$1,500 more than she is as Judge. She recommends looking at not just what the City wants now but also in the future. There are a lot of different ways to look at a salary increase. Some judges received longevity with yearly increases. One Judge in Billings received 77.5% of what the District Court Judge makes. She used to receive longevity. She has 24 years of service. If there is a new Judge in one year or four years, what is the base salary? Her wage is still below the average income in the State of Montana.

It was questioned if someone came in as Judge, would they start at \$35k. Council would like to see a higher starting salary, COLA, longevity. Starting with a good base salary.

Council also noted that the Judge is currently receiving a ½% increase each year. Council noted it should be more consistent with what other Staff are making.

It was questioned what other City's pay their Judges. Judge Kerr was unsure. It was clarified that a new Court Clerk would start at \$17 something an hour. Then move to \$18 something after probation as it is a Union position.

Council noted that the new Parking/Barking Officer would be making \$40k. They did not feel the base wage of \$35k was fair. It was clarified that the wage for the Parking/Barking Officer is still in flux as there are ongoing negotiations with the Union on that matter. It is looking like it will be in the high \$16's.

It was clarified that most positions also incur approximately the same amount of benefits. The Judge does not have vacation, etc. She does have insurance, and she does pay into PERS. She receives half the benefits that a regular employee would get. The Judge also asked for back pay for the number of years she received inequitable pay.

Council asked if this should go back to the Budget/Finance Committee to hash out the specifics. Council asked for information on what other municipalities around the State pay their judges.

Mayor Nelson stated he would have three or four examples provided of courts that are similar. It is a Council issues and can be discussed at the Workshop.

Other Items

Review of Draft Council Agendas

10. Review of Draft Council Agenda for September 28, 2021.

Removal of Ms. Patterson from the appointment for FD.

Attendance at Upcoming Council Meeting

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

Announcements

Council stated they would like to get Riverside Park open.

A Council Member recalled asking that the LURA Large Grants be brought back to a Workshop. Council would like to see those in the near future. It was clarified that there would be a presentation at the next Workshop.

Emergency Services Committee is scheduled to meet on September 27, 2021, in Council Chambers at 6:00 p.m.

Mayor Nelson read into the record how the last City Council meeting had been noticed; see attached. City Council Meetings have always been held at 6:30. The meeting was posted in the legally required posting locations as it always is.

The council workshop adjourned at 7:48 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

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

The parking issue is here for a while. Laurel does need more downtown parking. I think that has been identified and agreed upon by many. Including the City Council and Officials. The problem here is the method that this situation came about. Robbing city streets for a personal gain. It's the same as taking someones private driveway to park your vehicle. The streets outside the buildings do not belong to the landlords or owners. They are public streets with public parking owned and managed by the City of Laurel. The proper methods was not followed, and approval was not given. The last workshop the responsible admitted wrongful doing of changing the parking so why are we still dealing with this? The street should be restored to normal, and the proper procedure followed to complete this legally. There has been talks and slander on the other streets that have diagonal parking. What method was used to approve and make those happen? Would a parking lot or garage on the South side of Main Street with crosswalks provide enough parking?

I understand that in today's world the fights and bickering happens on social media. I more old school and if there is a problem then let's talk it out. That's why I don't have Facebook or any of those others. It's too easy to be a coward behind them and say what you normally wouldn't say to resolve a problem. It's easier to slander or bully someone or a group on social media. In this case instead of doing the right and legal thing lets bully and threaten the City to change or go against their codes, policies and laws. Unfortunately, I still hear what is said on social media. All of our contact information is on the City of Laurel website. If it's feelings that's trying to be touched by calling us THUGS, or BULLIES or my favorite FIRE NAZIS it's not going to work. I have been called a lot worse. Other than the fact I lost relatives in the holocaust, so calling me a Nazi does hit close to home. Especially with my mom. But I have learned to have a thick skin and know that I represent and that is to serve the people of this city and community, and I do it the best I can. All the firefighters serve each and every person here.

Lastly, I hear all this complaining of how the city is and what the city is stopping but not once have I heard those complaining that they are going to step up and truly make a difference. There are several Boards and Commissions in this city government that frequently needs committee members. These members discuss issues and make recommendations to the City Council. If this problem has gone on for years, I don't remember seeing the responsables or anyone else's name on a ballot running for City Council. So, are these complaints only a personal issue for the properties involved or is a concern for all the business district and for the City of Laurel in a whole?



Leslie Atkins · 45:23 But it's hard for people to live here because the parking in a high density area is being removed by the city!!

6d



Leslie Atkins · 28:09 The worst thing, the city wants to be "big" but there is no parking to keep our main street functioning. Stop harassing people. Keep our parking on 3rd!

6d



Leslie Atkins · 56:33 "Growth" can't happen with a "dead" Main Street. Keep our parking on 3rd.

6d



Leslie Atkins · 12:53 The city of Laurel is a bully. Parking is an absolute need for residents and businesses in the central business district. The fact that you hypocrites have told me to my face that the parking is a great idea and needs to be addressed, but you never do it. Spending money to remove the parking that was put on 3rd is outrageous. Let's put THAT up to a vote!

6d



Barb Emineth · 2:09 Wondering what happened to our fast forward?

4d



Barb Emineth · 7:07 Got it

4d



Leslie Atkins · 1:15:13 Preach!!

6d

Most Relevant is selected, so some comments may have been filtered out.

**Ben Lyons**

14 hours ago

It make it less congested and better for everyone over in that area

[Report](#)**Leslie Atkins**

14 hours ago

Parking is the biggest deterrent for business in the central business district. The city would rather punish business than make the problem better. They'd rather charge me with a crime for having the lines painted (with what I assumed was permission) than to understand that the central business district is dying because of their inability to be decent humans.

[Report](#)**Jessica Cummings**

15 hours ago

It would be advantageous for the local city government to listen to the citizens and find a workable solution for all. There... [Read more](#)

[Report](#)

X

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Facebook, Inc.

★★★★★

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View




Comments

Done

on Tue Like Reply



Leslie Atkins

The city of Laurel is a bully. Parking is an absolute need for residents and businesses in the central business district. The fact that you hypocrites have told me to my face that the parking is a great idea and needs to be addressed, but you never do it. Spending money to remove the parking that was put on 3rd is outrageous. Let's put THAT up to a vote!  2

on Tue Like Reply



Leslie Atkins

Preach!!

on Tue Like Reply

View more comments...



Leslie's Post



15h Like Reply

1

**Leslie Atkins**

Parker Wolcott there are several places in Laurel with angled parking. The city simply doesn't want me or my tenants to have angled parking. If I had a liquor license I could certainly have the parking I need. My tenants need the parking. The city has given me lip service for over a decade about the parking issues. They had a parking study done about 10 years ago to have angled parking throughout the central business district. But there are officials that just don't want it. The fire chief and his thugs for one. Kurt Markeguard for another. One council member doesn't want it. The people who LIVE in the central business district NEED the parking. Everyone I've spoken to says they are happy it was done. I gave the city a solution that gives us proper parking and makes the fire nazis happy too but apparently it's not good enough.

14h Like Reply

**Leslie Atkins**

Write a comment...



News Feed



News



Dating



Notifications



Menu

8/29/21

City of Laurel
City of Laurel Mayor Tom Nelson
Box 10 Laurel MT 59044

Dear Mayor Nelson,

Please consider me for appointment to the open seat on the Laurel Airport Authority Board. I have strong aviation background that started in the Army as a certified air traffic control specialist. I then achieved my aircraft mechanics and pilots licenses in the mid 80's. I then utilized my training from the armed services and was an air traffic controller in Billings until my retirement this year. I retired as a staff support specialist. I have also been a flight instructor for the past 11 years. I am very familiar with Laurel Airport and have rented a hangar there and utilized the airport for many years. I believe my broad range of skills and knowledge of aviation, FAA regulations and business and staff management would be an asset to the Laurel Airport Board.

Thank you for your consideration.

Alan Kasemodel
3759 Granger Ave West
Billings MT 59101
406-670-6322

A handwritten signature in black ink, appearing to read 'Alan Kasemodel', with a stylized flourish at the end.



LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044
OFFICE 406.628.4911 • FAX 406.628.2185

City of Laurel
PO Box 10
Laurel, Mt. 59044

September 10, 2021

Mayor and Laurel City Council,

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

Firefighter

Timothy Frick
Brittney Patterson

They have been selected unanimously by the Department, approved by the Chief of the Department, and are seeking your appointment.

Brent Peters
Fire Chief
Laurel Volunteer Fire Department

Brittney Moorman

From: Bethany Langve
Sent: Tuesday, September 21, 2021 1:45 PM
To: City Mayor; Brittney Moorman
Subject: Item 7

Mayor and Brittney

Regarding item 7 on tonight's agenda, since I will not be attending the meeting due to illness. This is the annual resolution requesting HB 473 Gas Tax funds from the State. We must do the request every year by the end of November. We use these funds for our Citywide Street Maintenance projects.

Bethany Langve
City Clerk/Treasurer

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1
Hello, my full name is Barbara Anne Sprague
Emineth and I live at 501 Alder Avenue

I would like to thank Karren Kortney (^{our}code enforcer),
police chief Stan Languey, and city prosecutor
Juliane Hore for bringing forward a
comprehensive, enforceable nuisance code
that includes penalties for violators.

If the council approves and adopts it
Laurel will benefit in many far reaching ways

- #1 We will become more attractive to visitors
which will help your local businesses.
- #2 It will improve your citizens physical as well
as mental health.
- #3 It should lessen the amount of neighborhood
fights over yard debris.
- #4 It will teach children that it's not o.k. to
pile junk in your yard where your neighbors
have to look at it.
- #5 It will possibly give the city an avenue
to pursue condemning and demolishing properties
that warrant such action instead of
waiting for the property owner to die!
It doesn't matter if the property is on
Main Street or Birch Avenue.

I know very well how tolerant Laurel has been with the hobos that come with the railroad, years ago my mother-in-law who lived in Riverside park would feed them, maybe let them stay the night in the bunk house and then they'd be on their way. That is not what's been happening at 506 Birch. These people go uptown and bring home whoever they can and they steal from us and it has gone on for years now.

The reality is Michaela Herren has maintained a public nuisance for far to long and I feel the city has been neglectful by not dealing with the situation. At one time in her life Michaela was a beauty queen then she was in a bad car accident. Some of the injuries she sustained are visible and some are not.

I wish Michaela had family that cared what happens to her but if she does they are nowhere to be seen. She is disabled, she is vulnerable and can be easily taken advantage of. I hope she can get the help she needs soon. She is living in a house that was never cleaned up from a meth bust 20 years ago. An attempt was halted because of concerns ^{over} ~~about~~ Hunter virus from all the mouse droppings.

this is also a case of hoarding, She had 30 cats in her house at one time. Judging by the pickup full of garbage out back and the big pile of garbage in the backyard I suspect the hoarding has continued. Hoarding is a mental illness which is certainly not a crime but when the result is negatively affecting an entire neighborhood the city needs to step up and step in!

my intentions are honorable. I am concerned with the safety of my neighbors and the well being of future generations.

Other agencies may need to become involved such as adult protection, health + human services, mental health, animal control just to name a few.

There are solutions if we all focus on what can be done as opposed to what cannot!

I know in my heart I ^{have done} ~~am doing~~ the right thing by getting the ball rolling on this and now the ball is in your court please do not drop it.

I encourage each of you to approve and adopt the code that's been brought forward.

Sincerely,
Julia Anne Sprague Emmitt

RESOLUTION NO. R15-51

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAUREL, MONTANA,
SETTING THE SALARY FOR THE CITY COURT JUDGE.**

WHEREAS, during each budget cycle the City Council sets the salary of the City Court Judge, including increases; and

WHEREAS, the City Council desires to establish a salary schedule for the City Court Judge's position to provide certainty and fairness for the City and the elected City Judge; and

WHEREAS, the date of salary increases should be clarified and certain; and

WHEREAS, it is in the best interests of the citizens that the position of City Court Judge of the City of Laurel be sufficiently compensated to attract and retain quality candidates willing to serve in this fundamental position; and

WHEREAS, the City Council has the authority pursuant to the Laurel Municipal Code 2.68.100, to set the salary of the City Court Judge.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana that, effective July 1, 2015, the salary of the elected City Court Judge is set pursuant to the attached schedule including salary increases;

BE IT FURTHER RESOLVED, that the current elected City Judge's salary shall be adjusted on July 1, 2015, and shall remain within the attached salary schedule and the City shall continue to provide health insurance and retirement.

Introduced at a regular meeting of the City Council on June 2, 2015, by Council Member
Mountsier.

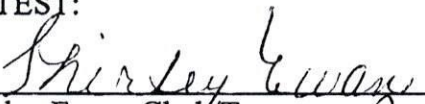
PASSED and APPROVED by the City Council of the City of Laurel this 2nd day of June, 2015.

APPROVED by the Mayor this 2nd day of June, 2015.

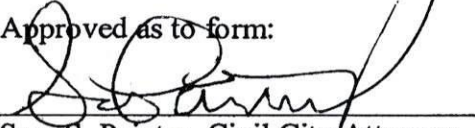
CITY OF LAUREL


Mark A. Mace, Mayor

ATTEST:


Shirley Ewan, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

R15-51 Judge's Salary

Years of Service	Additional Pay Re-Election	Yearly Salary
Year 1		\$ 35,000.00
Year 2		\$ 35,254.00
Year 3		\$ 35,508.00
Year 4		\$ 35,762.00
Year 5	\$ 500.00	\$ 36,516.00
Year 6		\$ 36,770.00
Year 7		\$ 37,024.00
Year 8		\$ 37,278.00
Year 9	\$ 500.00	\$ 38,032.00
Year 10		\$ 38,286.00
Year 11		\$ 38,540.00
Year 12		\$ 38,794.00
Year 13	\$ 500.00	\$ 39,566.00
Year 14		\$ 39,820.00
Year 15		\$ 40,074.00
Year 16		\$ 40,328.00
Year 17	\$ 500.00	\$ 41,082.00
Year 18		\$ 41,336.00
Year 19		\$ 41,590.00
Year 20		\$ 41,844.00
Year 21	\$ 500.00	\$ 42,598.00
Year 22		\$ 42,852.00
Year 23		\$ 43,106.00
Year 24		\$ 43,360.00
Year 25	\$ 500.00	\$ 44,132.00
Year 26		\$ 44,386.00
Year 27		\$ 44,640.00
Year 28		\$ 44,894.00
Year 29	\$ 500.00	\$ 45,648.00

\$500 Additional Salary for Re-Election - Beginning January 1 after
re-election

AFFIDAVIT OF PUBLICATION NO. 284

Crystal Nagel, being first sworn, deposes and says: That she is the Office Manager of the Laurel Outlook, a weekly newspaper published every Thursday in the City of Laurel, in the County of Yellowstone, State of Montana, and has charge of the advertisements thereof;

That the printed notice,

NOTICE

The August 17, 2021 City Council Workshop meeting has been combined with the August 24, 2021 City Council meeting. This is to allow the City Council and Mayor to participate in on-site training August 17, 2021. The City will notice this training as no official city business will be conducted during the training.

Special budget meetings will be held on August 23, 2021 and August 30, 2021 at 6:30pm in Council Chambers.

A special City Council meeting will be scheduled for September 7, 2021 immediately after the scheduled City Council workshop. This special City Council meeting will allow the City Council to pass the Fiscal Year 2022 City Budget per MCA. (Published Laurel Outlook 08-12-21) MNAXLP

*notice via fb 8/31
Special city Council
meeting

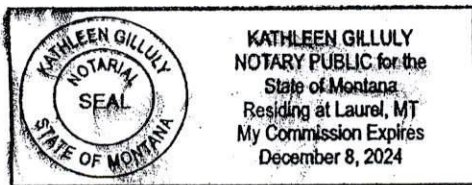
* website -> calendar -> Sept 21
9/17 Workshop start time
@ 6:30
Special Council start
time @ 7:00

* next meeting sign in hallway
Posted before 8/17 meeting

* Both agendas posted in
the legal posting location
9/3 before 5:00 p.m.

a true copy of which is hereunto annexed, was published in the regular and entire issue of the weekly edition of said newspaper for ONE successive issues, commencing on the 12th day of August, 2021 and ending on the 12th day of August, 2021 (inclusive), making in all ONE publications.

The rate charged for the above legal printing does not exceed the minimum going rate charged to any other advertiser for the same publication, set in the same size type and published for the same number of insertions.



Signed and acknowledged before me this 12th day of August, 2021

by: Crystal Nagel

Kathleen Gilluly

Notary Public in and for the State of Montana, residing at Laurel, Montana.

My commission expires: 12/8/24

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, DECEMBER 21, 2021**

A Council Workshop was held in Council Chambers and called to order by Mayor Eaton at 6:29 p.m. on December 21, 2021.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Bruce McGee	<input checked="" type="checkbox"/> Richard Herr
<input type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input type="checkbox"/>

OTHERS PRESENT:

Kurt Markegard, Public Works Director
Matt Smith, KLJ
Sherri Phillips, Court Clerk
Jean Kerr, City Judge

Public Input:

There were none.

General Items

Council Members Sparks, Mize, and Wilke were sworn in for the next elected terms ending December 31, 2025.

1. Ward 4 Appointment

Four people have submitted letters of interest for the vacant Ward 4 seat.

Bill Mountsier, 901 Pennsylvania Avenue, briefly introduced himself to Council.

Barb Emineth, 501 Alder Avenue, briefly introduced herself to Council.

Lorinda Mayer, 619 E. 6th Street, briefly introduced herself to Council.

Kris Vogege of 306 E. 4th Street submitted a letter of interest; however, he resides in Ward 1 and is not able to serve as Ward 4 Council Member.

Executive Review

2. Resolution - A Resolution Awarding The Bid And Authorizing The Mayor To Sign An Agreement With SWS Equipment, LLC For The Purchase Of A Roll Off Container Truck For The City Of Laurel's Public Works Department.

This roll-off truck is needed to send sludge to the landfill. This was the only bid received. The price will be held to the bid price, but the City may not receive the truck until 2023.

It was questioned where the funds were coming from to buy this truck. It was clarified it would come out of the Sewer Enterprise Fund.

3. Resolution - A Resolution Awarding The Bid And Authorizing The Mayor To Sign An Agreement With Titan Machinery For The Purchase Of A New Jet Rodder For The City Of Laurel's Public Works Department.

This truck is for the sewer system uptown. Water will also use this truck. It will replace a 2012 truck. The City did request to trade in the current truck. The City will receive \$125k for the current jet rodder. The overall price, including the trade-in value, will be \$324k. Due to supply chain issues, the City may not receive the truck until 2023. There were three bids for this truck. The City took the lowest bid with the highest trade-in value. The current jet rodder is ten years old. They should be replaced every seven years.

4. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. Authorizing The Preparation Of A Downtown Parking Study For The City Of Laurel.

This parking study will also look at storm drainage downtown that is also parking and pedestrian-friendly. It will also ensure there are enough ADA-compliant parking spaces and analyze the best locations for those parking spaces. There will be four different counts taken in the early morning, late morning, early afternoon, and evening. They will also look at the parking around the Fire Department.

5. Resolution - A Resolution Approving Amendment No. 1 To The Previously Approved Task Order Authorizing Kadrmas, Lee & Jackson, Inc. To Provide Additional Services For The City Of Laurel's South Side Stormwater Study.

This task order is to add the shallow stormwater drainage pond in Russel park. At a later time, the outfalls can be improved to assist with drainage on the south side. With S. 4th Street being redone, the stormwater needs to be addressed. This pond will look like a grassy area, and it is not expected to be water in this pond often.

6. Resolution - Municipality5 Amendment

Municipality is a software that will be beneficial in cutting down work hours for various processes within the Building and Public Works Departments. Unfortunately, when this came before Council the other week was a proposal dated 9/23/2021. The quote was adjusted on 9/30/2021. The base price is now \$51,375 a \$13,675 increase. This increase is still under what was initially budgeted for this project. It will include a planning and zoning module. Down the road, a public portal can be added. Other modules can be added as budgeting allows.

Council Issues**7. Judge Pay Scale Discussion**

The Judge presented the attached documentation in support of her wage increase.

Council noted that it is time to reevaluate the Judge's pay. They asked for this item to come back on the next Council agenda. Council also inquired about the CARES funds and where those are being used.

Other Items

Emergency Services Committee's next meeting is December 27, 2021, at 6:00 p.m. in Council Chambers.

Review of Draft Council Agendas**8. Review Draft Council Agenda for December 28, 2021.**

There were no suggested changes.

Attendance at Upcoming Council Meeting

All Council Members present will be in attendance at the next meeting.

Announcements

Council wished everyone a very Merry Christmas. They look forward to the new year.

The council workshop adjourned at 7:10 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brittney Moorman", written over a circular stamp.

Brittney Moorman
Administrative Assistant

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

Montana Code Annotated 2021

TITLE 3. JUDICIARY, COURTS

CHAPTER 11. CITY COURTS

Part 2. City Judges

Salary -- Qualifications

3-11-202. Salary -- qualifications. (1) A city judge, at the time of election or appointment must:

- (a) meet the qualifications of a justice of the peace under **3-10-202**;
- (b) be a resident of the county in which the city or town is located; and
- (c) satisfy any additional qualifications prescribed by ordinance.

(2) The annual salary and compensation of city judges must be fixed by ordinance or resolution.

(3) Each city judge shall receive actual and necessary travel expenses, as provided in **2-18-501** through **2-18-503**, incurred in the performance of official duties.

History: En. Sec. 4765, Pol. C. 1895; re-en. Sec. 3241, Rev. C. 1907; amd. Sec. 1, Ch. 61, L. 1919; re-en. Sec. 5020, R.C.M. 1921; re-en. Sec. 5020, R.C.M. 1935; amd. Sec. 2, Ch. 76, L. 1953; amd. Sec. 2, Ch. 179, L. 1961; amd. Sec. 2, Ch. 158, L. 1965; amd. Sec. 1, Ch. 186, L. 1967; R.C.M. 1947, 11-726; amd. Sec. 12, Ch. 528, L. 1979; amd. Sec. 4, Ch. 543, L. 1987; amd. Sec. 1, Ch. 300, L. 1989; amd. Sec. 201, Ch. 61, L. 2007.

2.68.090 City judge qualifications.

A. No person is eligible for the office of city judge unless prior to filing the oath of office with the county clerk is either:

1. An attorney at law authorized to practice law in the state;

2. A person who has held the office of city judge within the preceding five years; or

3. A person who has completed the orientation course of study held under direction of the supreme court or has been excused by the supreme court.

B. No person is eligible for the office of city judge who upon filing for office shall not meet the residency requirements as for the office of mayor under 7-4-4301, MCA.

C. No city judge may assume the functions of his office unless he has filed with the county clerk and recorder a certificate of completion of a course of education and training prescribed by the commission on courts of limited jurisdiction under 3-1-1502, MCA. (Ord. 931 (part), 1988: prior code § 2.16.080)

2.68.100 City judge—Salary.

The annual salary of the city judge shall be set by city council by resolution, paid on the regularly established paydays of the city, and include the fringe benefit of regular group health coverage supplied to other city employees. (Ord. 06-09, 2006: Ord. 04-7, 2004: Ord. 01-1, 2001: Ord. 99-26, 1999: Ord. 96-4, 1996: Ord. 94-19, 1994: Ord. 1081, 1993: Ord. 1039, 1992: Ord. 979, 1990: Ord. 889, 1986: prior code § 2.16.120) (Ord. No. 008-01, 2-19-08; Ord. No. 009-03, 3-17-09; Ord. No. 009-11, 12-15-09)

2.68.110 Substitute judge when.

A. The city judge or mayor may call in a city judge, a justice of the peace, or some qualified person to act in the judge's place whenever the judge is:

1. A party in a case;

2. Interested in a case;

3. The spouse of or related to either party in a case by consanguinity or affinity within the sixth degree; or

4. Sick, absent, or unable to act.

B. The city judge may call in a city judge, justice of the peace, or some qualified person to act in his stead when a disqualifying affidavit is filed against him pursuant to the supreme court's rules on disqualification and substitution of judges.

C. A city judge of any city or a justice of the peace of any county may sit as a city judge at the city judge's request.

D. No person may serve as a substitute city judge unless he has a certificate of completion of a course of education and training prescribed by the commission on courts of limited jurisdiction under 3-1-1502, MCA or has been given a waiver and temporary certificate by the commission on courts of limited jurisdiction. (Ord. 931 (part), 1988: prior code § 2.16.090)

2.68.120 City judge—Authority to collect fines.

The city judge shall collect all fines, costs and forfeitures that accrue to the city from cases tried or disposed of in city court. He shall give a receipt therefor to the person paying the same, and pay the collected moneys to the city clerk-treasurer. (Ord. 97-2 § 4 (part), 1997; prior code § 2.16.100)

2.68.130 Disposition of fines.

All fines, costs and forfeitures that accrue to the city from cases tried or disposed of in the city court shall be deposited in the general fund. (Ord. 1014, 1992: prior code § 2.16.110)

and consent of the council, one city clerk-treasurer, who shall be ex-officio city assessor; one chief of police; one city attorney; one director of public works; one city engineer; one maintenance director; one public utilities director; and any other offices necessary to carry out the provisions of this title. The council, from time to time, by ordinance or resolution, or by other appropriate means, may prescribe the duties of all appointed officers and fix the compensation of each, subject to the limitations contained in state law and city ordinance. The city attorney shall be appointed for a two-year term, and all other appointed officers under this title shall be appointed to a four-year term coinciding with the term of the mayor.

B. The legislative officers of the city shall be the aldermen.

C. The judicial officer of the city shall be the city judge. By special nomination and appointment by the mayor and the council, a justice of the peace may fill the office of city judge.

D. The council shall have power and authority to abolish, by a majority vote of the council, the executive offices of city attorney, city clerk-treasurer, chief of police, director of public works, assistant director of public works, engineer, maintenance director, public utilities director, and any other office the appointment to which is made by the mayor upon advice and consent of the council; and, the council may discharge any officers so appointed, by a majority vote. (Ord. 02-1, 2002; Ord. 97-2 § 4 (part), 1997; Ord. 971, 1990: prior code § 2.04.070)

2.12.090 Consolidation of appointive offices when.

The city council may, by ordinance, consolidate any of the offices, the appointment to

which is made by the mayor with the advice and consent of the council, and may require any of the elected officers to perform any of the duties of an appointed officer whose office has been abolished. (Prior code § 2.04.090).

*** 2.12.100 City officers—Salary determination.**

The council shall determine by ordinance or resolution the salaries and compensation of elected and appointed city officers and all city employees. (Prior code § 2.04.100)

2.12.110 City officers—Salary not to be diminished during term.

A. The salary and compensation of an officer may not be diminished during his term of office.

B. Salaries of judges shall not be diminished during terms of office, see Mont. Const., Art. VII, S7. (Prior code § 2.04.110)

2.12.120 City officers—Oath of office required.

Each officer of the city must take the oath of office. Any officer that is required to give bond shall file the same, duly approved, within ten days after receiving notice of his election or appointment; or, if no notice be received, then on or before the date fixed for the assumption by him of the duties of the office to which he may have been elected or appointed. (Prior code § 2.04.120)

2.12.130 City officers—Bond required.

Elected or appointed municipal officers and employees shall be bonded in such sums as ordinance may require. The amount for which a city officer or employee shall be bonded shall be based on the amount of money or property handled and the opportunity for

Proposed Ordinance:

2.68.100 City Judge – Salary

The annual salary of the city judge shall be calculated yearly at 10%/15%/20% above the base salary of the Clerk III plus longevity accrued for each year of service as city judge and approved by the City Council by resolution. The city judge's salary shall be paid on the regularly established paydays of the city and include the fringe benefit of regular group health coverage supplied to other city employees.

Example: **10% above base salary:**

Clerk III base salary 7/1/2021	\$45,364.80
--------------------------------	-------------

Judge Salary (base+10%)	\$49,901.28
-------------------------	-------------

Judge Kerr would be paid: $\$49,901.28 + \$2,418.00 = \$52,319.28$

15% above base salary would yield:

Judge Kerr would be paid: $\$52,169.52 + \$2,418.00 = \$54,587.52$

20% above base salary would yield:

Judge Kerr would be paid: $\$54,437.76 + \$2,418.00 = \$56,855.76$

Note

*20% above base salary is more in line with department head starting salaries.

*The Judge must be certified every 4 years by the Supreme Court

*The base wage would be adjusted every year according to the Clerk III wage adjustment accordingly.

*Department Heads obtain yearly increases in salary, not only in longevity according to the situation.

Grade	Position	7/1/2019 Adjusted Salary for Calculation % increases	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022
			2.00% Increase	3.00% Increase	2.00% Increase
1					
2					
3	Maintenance Worker I	17.60	17.95	18.49	18.86
	Court Clerk I	17.35	17.70	<u>18.23</u>	<u>18.60</u>
4					
5	Court Clerk II	19.05	19.43	<u>20.01</u>	<u>20.41</u>
6	Water Plant Operator I	24.08	24.56	25.30	25.81
	Wastewater Operator I	24.08	24.56	25.30	25.81
	Maintenance Worker II	23.50	23.97	24.69	25.18
	Court Clerk III	20.75	21.17	<u>21.81</u>	<u>22.25</u>
	Utility Maintenance Worker II	24.00	24.48	<u>25.21</u>	<u>25.71</u>
7	Mechanic	24.37	24.86	25.61	26.12
8	Water Plant Operator II	24.81	25.31	26.07	26.59
	Wastewater Operator II	24.81	25.31	26.07	26.59
	Maintenance Worker III	24.87	25.37	26.13	26.65
	Utility Maintenance Worker III	25.37	25.88	26.66	27.19
9	Water Plant Chief Operator	26.20	26.72	27.52	28.07
	Wastewater Chief Operator	26.20	26.72	27.52	28.07

PER PAY CHECK

2080 hrs/yr

DEPT. HEAD LONGEVITY – Union #303 and Non-Union		CITY UNION LONGEVITY #316		VACATION SCHEDULE	
				YEARS	SALARY / HOURLY
1= 3.88	21= 81.38	1= 4.00	21= 84.00	1 – 10	4.61539 / .05775
2= 7.75	22= 85.25	2= 8.00	22= 88.00	11 – 15	5.53847 / .06925
3= 11.63	23= 89.13	3= 12.00	23= 92.00	16 – 20	6.46154 / .08077
4= 15.50	24= 93.00	4= 16.00	24= 96.00	21 – 99	7.38462 / .09231
5= 19.38	25= 96.88	5= 20.00	25= 100.00		
6= 23.25	26= 100.75	6= 24.00	26= 104.00		
7= 27.13	27= 104.63	7= 28.00	27= 108.00		
8= 31.00	28= 108.50	8= 32.00	28= 112.00		
9= 34.88	29= 112.38	9= 36.00	29= 116.00		
10= 38.75	30= 116.25	10= 40.00	30= 120.00		
11= 42.63	31= 120.13	11= 44.00	31= 124.00		
12= 46.50	32= 124.00	12= 48.00	32= 128.00		
13= 50.38	33= 127.88	13= 52.00	33= 132.00		
14= 54.25	34= 131.75	14= 56.00	34= 136.00		
15= 58.13	35= 135.63	15= 60.00	35= 140.00		
16= 62.00	36= 139.50	16= 64.00	36= 144.00		
17= 65.88	37= 143.38	17= 68.00	37= 148.00		
18= 69.75	38= 147.25	18= 72.00	38= 152.00		
19= 73.63	39= 151.13	19= 76.00	39= 156.00		
20= 77.50	40= 155.00	20= 80.00	40= 160.00		

SICK LEAVE ACCURAL

SALARY/ HOURLY

3.69231 / .04616

Calculation of Employment Longevity (Jean Kerr 24 Years)

1= 100.88
2= 201.50
3= 302.38
4= 403.00
5= 503.88
6= 604.50
7= 705.38
8= 806.00
9= 906.88
10= 1007.50
11= 1108.38
12= 1209.00
13= 1309.88
14= 1410.50
15= 1511.38
16= 1612.00
17= 1712.88
18= 1813.50
19= 1914.38
20= 2015.00
21= 2115.88
22= 2216.50
23= 2317.38
24= 2418.00

Note: 2021 Pay Comparison

Judge: \$43,359.94

Clerk III: \$47,782.80

(base+longevity)

Difference: \$4,422.36 this year

\$30,226.56 longevity not paid for years of service

MCA Contents / TITLE 3 / CHAPTER 11 / Part 2 / 3-11-206 City to provid...

Montana Code Annotated 2021

TITLE 3. JUDICIARY, COURTS

CHAPTER 11. CITY COURTS

Part 2. City Judges

City To Provide Facilities -- Conduct Of Court Business -- Electronic Filing And Storage Of Court Records

3-11-206. City to provide facilities -- conduct of court business -- electronic filing and storage of court records. (1) The governing body of the city in which the judge has been elected or appointed:

(a) shall provide for the city court:

(i) the office space, courtroom, and clerical assistance necessary to enable the judge and the clerk of city court, if any, to conduct business in dignified surroundings;

(ii) the books, records, forms, papers, stationery, postage, office equipment, and supplies necessary for the proper keeping of the records and files of the court and the transaction of business; and


(iii) one copy of the latest edition of the Montana Code Annotated and all official supplements or immediate access to the code and supplements; and

(b) may provide a clerk of city court.

(2) The provisions of **3-6-302(1)** and **3-6-303** concerning conduct of municipal court business apply to the city court.

(3) The records of the court may be kept by means of electronic filing or storage, or both, as provided in **3-1-114** and **3-1-115**, in lieu of or in addition to paper records.

History: En. Sec. 4, Ch. 466, L. 1979; amd. Sec. 2, Ch. 348, L. 1985; amd. Sec. 10, Ch. 174, L. 1995; amd. Sec. 2, Ch. 6, L. 2001.

Created by **LAWS** 

EVALUATION ~ INVENTORY

TRAINING JUDGE: _____ DATE OF VISIT: _____

NEW JUDGE: _____ MMA MEMBER: _____

ADDRESS: _____

PHONE: _____ FAX: _____ E-MAIL: _____

SCHEDULED DAY: _____ HOURS: _____

LAW & MOTION SCHEDULE: _____ (Appearance Times)

COURTROOM	YES	NO	COMMENTS
Raised Bench	X		
Flags: USA	X		
Montana		X	
Tape Recorder & Mic		X	only if court of record
PRIVATE OFFICE		X	No Door or full wall. Not large enough for 2 attorneys & Judge
Secured, Locked File		X	
Fireproof		?	I do not know for sure
Desk			In need of new one
Flags - USA		X	
Montana		X	
Typewriter	X		
Copy Machine	X		
Computer(s)	X		Supreme Court
Number			
Full Court & Enterprise	X		
Other Software			
CLERK (S)			
Part-Time Hours	X		
Full-Time Hours	X		
SAFE			NEEDS REPLACED
Robe Condition	X		Good
Gavel	X		Personal Gift
Desk Book	X		
Bench Book	X		

COURT REFERENCE BOOKS

	YES	NO	COMMENTS
Current M.C.A.	X		
Current Annotations	X		
New Montana Rules of Evidence	X		
Black's Law Dictionary Hard cover, maroon	X		
For Rent 1996 Edition... Klaus Sitte	X		
D.U.I Manual	X		
CCOLJ Handbook On Partner/Family Member Assault, 1998	X		
<u>LAW LIBRARY</u>			
Nexus			
Lexus			
Westlaw			
State Reporter			
Montana Law Week			
Pacific 2nds			
Fast Case	X		Part of MMA Membership

Concerns: Communication not private w/in court walls. Breach
 Judicial Office not separate from Clerks
 Courtroom not safe - OSHA violations
 - too small
 - not large enough for adequate spacing between parties
 No Panic Button that works (months w/o this for emergency response)
 Running out of room for Storage
 Move to present area was temporary due to mold remediation
 Mayor Nelson guaranteed court would be moved back to original location by Spring 2021 and that did not occur.

MCA Contents / TITLE 3 / CHAPTER 11 / Part 1 / 3-11-101 City court est...

Montana Code Annotated 2021

TITLE 3. JUDICIARY, COURTS

CHAPTER 11. CITY COURTS

Part 1. Creation and Jurisdiction

City Court Established -- City Court Of Record

3-11-101. City court established -- city court of record. (1) A city court is established in each city or town. A city judge shall establish regular sessions of the court. On judicial days, the court must be open for all business, civil and criminal. On nonjudicial days, as defined in **3-1-302**, the court may transact criminal business only.

(2) A city may establish the city court as a court of record. If the city court is established as a court of record, it must be known as a "city court of record". The court's proceedings must be recorded by electronic recording or stenographic transcription, and all papers filed in a proceeding must be included in the record. A city court of record may be established by a resolution of the city commissioners or pursuant to **7-5-131** through **7-5-135** and **7-5-137**.

History: (1)En. Sec. 4910, Pol. C. 1895; re-en. Sec. 3296, Rev. C. 1907; re-en. Sec. 5087, R.C.M. 1921; re-en. Sec. 5087, R.C.M. 1935; amd. Sec. 1, Ch. 165, L. 1975; amd. Sec. 2, Ch. 344, L. 1977; Sec. 11-1601, R.C.M. 1947; (2)En. Sec. 80, C. Civ. Proc. 1895; re-en. Sec. 6289, Rev. C. 1907; re-en. Sec. 8843, R.C.M. 1921; Cal. C. Civ. Proc. Sec. 121; re-en. Sec. 8843, R.C.M. 1935; amd. Sec. 3, Ch. 165, L. 1975; Sec. 93-411, R.C.M. 1947; R.C.M. 1947, 11-1601, 93-411(1); amd. Sec. 1, Ch. 543, L. 1987; amd. Sec. 2, Ch. 292, L. 1995; amd. Sec. 2, Ch. 38, L. 2011; amd. Sec. 15, Ch. 49, L. 2015.

MCA Contents / TITLE 3 / CHAPTER 11 / Part 1 / 3-11-102 Concurrent jur...

Montana Code Annotated 2021

TITLE 3. JUDICIARY, COURTS

CHAPTER 11. CITY COURTS


Part 1. Creation and Jurisdiction

Concurrent Jurisdiction

3-11-102. Concurrent jurisdiction. (1) The city court has concurrent jurisdiction with the justice's court of all misdemeanors and proceedings mentioned and provided for under chapter 10, part 3, of this title.

(2) Applications for search warrants and complaints charging the commission of a felony may be filed in the city court. When they are filed, the city judge has the same jurisdiction and responsibility as a justice of the peace, including the holding of a preliminary hearing. The city attorney may file an application for a search warrant or a complaint charging the commission of a felony when the offense was committed within the city limits. The county attorney, however, must handle any action after a defendant is bound over to district court.

History: En. Sec. 4911, Pol. C. 1895; amd. Sec. 1, Ch. 16, L. 1903; re-en. Sec. 3297, Rev. C. 1907; re-en. Sec. 5088, R.C.M. 1921; Cal. Pol. C. Sec. 4426; re-en. Sec. 5088, R.C.M. 1935; amd. Sec. 1, Ch. 93, L. 1967; amd. Sec. 10, Ch. 240, L. 1971; amd. Sec. 11, Ch. 94, L. 1973; amd. Sec. 4, Ch. 274, L. 1974; amd. Sec. 2, Ch. 165, L. 1975; amd. Sec. 4, Ch. 344, L. 1977; R.C.M. 1947, 11-1602; amd. Sec. 2, Ch. 543, L. 1987.

Created by **LAWS** 

Montana Code Annotated 2021

TITLE 3. JUDICIARY, COURTS

CHAPTER 11. CITY COURTS

Part 1. Creation and Jurisdiction

Exclusive Jurisdiction

3-11-103. Exclusive jurisdiction. Except as provided in **3-11-104**, the city court has exclusive jurisdiction of:

- (1) proceedings for the violation of an ordinance of the city or town, both civil and criminal;
- (2) when the amount of the taxes or assessments sought does not exceed \$9,500, actions for the collection of taxes or assessments levied for any of the following purposes, except that no lien on the property taxed or assessed for the nonpayment of the taxes or assessments may be foreclosed in any such action:
 - (a) city or town purposes;
 - (b) the erection or improvement of public buildings;
 - (c) the laying out, opening, or improving of a public street, sidewalk, alley, or bridge;
 - (d) the acquisition or improvement of any public grounds; and
 - (e) public improvements made or ordered by the city or town within its limits;
- (3) actions for the collection of money due to the city or town or from the city or town to any person when the amount sought, exclusive of interest and costs, does not exceed \$9,500;
 - (4) when the amount claimed, exclusive of costs, does not exceed \$9,500, actions for:
 - (a) the breach of an official bond given by a city or town officer;
 - (b) the breach of any contract when the city or town is a party or is in any way interested;
 - (c) damages when the city or town is a party or is in any way interested;
 - (d) the enforcement of forfeited recognizances given to, for the benefit of, or on behalf of the city or town; and
 - (e) collection on bonds given upon an appeal taken from the judgment of the court in any action mentioned in subsections (4)(a) through (4)(d);
 - (5) actions for the recovery of personal property belonging to the city or town when the value of the property, exclusive of the damages for the taking or detention, does not exceed \$9,500; and
 - (6) actions for the collection of a license fee required by an ordinance of the city or town.

History: En. Sec. 4912, Pol. C. 1895; re-en. Sec. 3298, Rev. C. 1907; re-en. Sec. 5089, R.C.M. 1921; Cal. Pol. C. Sec. 4427; re-en. Sec. 5089, R.C.M. 1935; amd. Sec. 5, Ch. 344, L. 1977; R.C.M. 1947, 11-1603; amd. Sec. 27, Ch. 21, L. 1979; amd. Sec. 6, Ch. 409, L. 1979; amd. Sec. 1, Ch. 348, L. 1985; amd. Sec. 3, Ch. 307,

City/Town Name	Class	# of FTE	Population	Salary Range	Full/Part Time	Attorney	Court of Record
DILLON	3rd	30.75	4369	\$46,283 with 2% increase each year. New hire would start at same wage.	Full Time	Yes	No
COLUMBIA FALLS	3rd	31	6464	\$60,389 per year with increases last increase was 5%	Part Time (32 hours per week)	Yes	Yes
POLSON	3rd	44.7	5060	\$19.57 per hour (\$25,441) Starting pay \$19.00 per hour plus COLA	Part Time (25 hours per week)	No	Unsure
BELGRADE	3rd	58	9503	\$31,800/year to \$37,510/year After 5 years only receive COLA increase	Full Time	Yes	Yes
LAUREL	3rd	68	7222	\$42,851/year	Part Time	No	No

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MARCH 01, 2022**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on March 1, 2022.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Bill Mountsier

OTHERS PRESENT:

Michele Braukmann, Civil City Attorney
Bethany Keeler, Clerk/Treasurer
Jean Kerr, City Judge
Sherri Phillips, Court Clerk
Ryan Welsh, KLJ

Public Input:

There were none.

General Items

1. Appointment of Ken Olson to Cemetery Commission for the remainder of a two-year term ending June 30, 2023.

Council was directed to read the attached letter from their packets.

2. Motion to allow Council Member Sparks to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)

It was questioned if this was a private or Council absent. It was clarified that this request is for a personal absence.

Executive Review

3. Resolution - State Land Use License #6202

Joe Holzwarth, DNRC, briefly explained that this agreement is a land use license for the Yellowstone River. The cost is \$150/year, and the contract is for the next ten years. The City currently has five authorized uses within the river.

Council Issues

4. Retention Pond Discussion

Ryan Welsh, KLJ, briefly presented the attached PowerPoint presentation.

It was questioned if this pond would look like the one at Walmart. It was clarified that it would be a grassed area and a functioning park until it needed to hold water.

It was questioned if the dirt and trees would be removed. It was clarified that dirt would be removed to create the pond. Most of the trees will not need to be removed, and it will be able to function like a soccer field.

It was questioned if it could be used for an ice-skating rink. It was clarified that it could be a possibility.

It was questioned how long it would take to drain. It is expected that a foot and a half of water would take a day or so to drain out of the pond.

It was questioned when the new outfall would be done since this is a temporary fix. The new outfall will move forward when Council is ready to proceed.

Sean Stringer, 306 Yellowstone Avenue, stated he works for Billings Parks and Recreation. They have a few of these ponds/parks, and they work well.

5. Judges Wages Discussion

Jean Kerr, City Judge, briefly reviewed the attached handout.

Michele Braukmann, Civil City Attorney, briefly reviewed the attached document.

Other Items

Review of Draft Council Agendas

6. Draft Council Agenda for March 8, 2022.

Council Mountsier requested his time off request be added to the next City Council agenda.

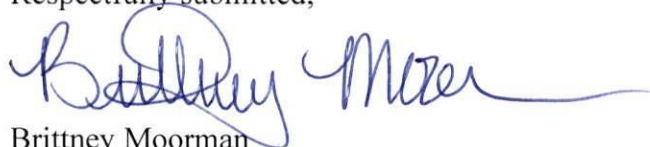
Attendance at Upcoming Council Meeting

All Council Members present plan on attending next week's City Council meeting.

Announcements

The council workshop adjourned at 7:25 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

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

Feb. 1, 2022

RE: Cemetery Board position

Mayor Waggoner;

I would like to continue my opportunity to serve on the Laurel Cemetery Board. Thank you for your consideration.



Ken Olson

Laurel South Side Retention Pond

2021 Southside Master Stormwater Plan Oct. 2021 Recommended:

- Creation of a storm drain system on the South Side
- Detention of Stormwater in Russell Park
- New Outfall from Russell Park to the Clarks Fork Ditch (East of CHS Refinery)



ENGINEERING, REIMAGINED

1

Drainage Areas



ENGINEERING, REIMAGINED

2

Existing Park Conditions



ENGINEERING, REIMAGINED

7

Example Detention Pond/Park



ENGINEERING, REIMAGINED

8

Example Detention Pond/Park



ENGINEERING, REIMAGINED

9

Example Detention Pond/Park



ENGINEERING, REIMAGINED

10

Other Potential Park Improvements

- Underground Sprinkler System
- New Playground Equipment
- Shelter & Picnic Tables



ENGINEERING, REIMAGINED

11

American Parks Company Equipment

AMERICAN PARKS COMPANY
Building Better Parks for Children of all ages (800.581.4891)

Amazing Adventure PG 000001
Ages: 3-12
Use Zone: 12' x 30'
Full Height: 9'0"
Child Capacity: 25
Activities: 8

BUNDLES OF FUN
ALL INCLUDES PLAYGROUND:
Commercial Play Structure
Padded Landing Surface
Commercial Plastic Mulch
Professional Site Plan, Installation
Safety Inspection

Open Range PG 000002
Ages: 3-12
Use Zone: 36' x 31'
Full Height: 9'0"
Child Capacity: 35
Activities: 8

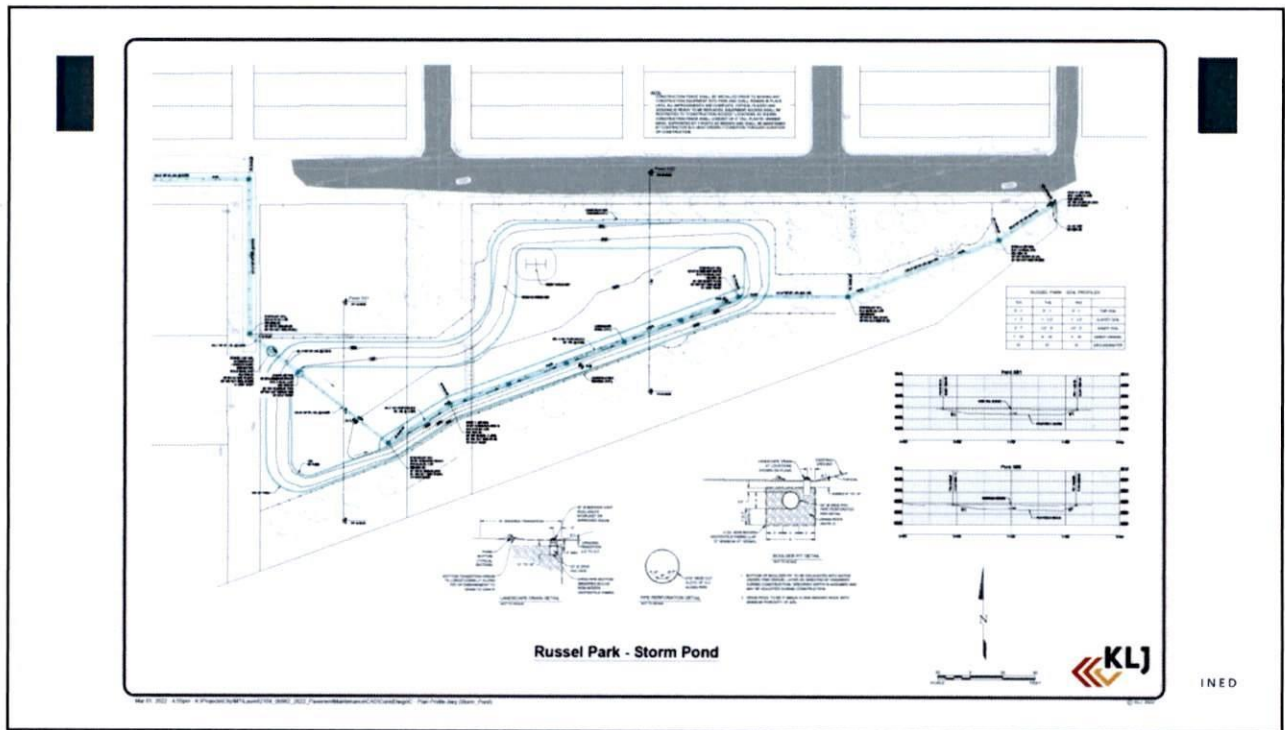
BUNDLES OF FUN
ALL INCLUDES PLAYGROUND:
Commercial Play Structure
Padded Landing Surface
Commercial Plastic Mulch
Professional Site Plan, Installation
Safety Inspection

Road Start PG 000074
Ages: 3-8 or 3-12
Use Zone: 36' x 24'
Full Height: 9'0"
Child Capacity: 10
Activities: 6

BUNDLES OF FUN
ALL INCLUDES PLAYGROUND:
Commercial Play Structure
Padded Landing Surface
Commercial Plastic Mulch
Professional Site Plan, Installation
Safety Inspection

1-800-581-4891 AmericanParksCompany.com 1-800-581-4891 AmericanParksCompany.com 1-800-581-4891 AmericanParksCompany.com

12



13

Proposed Ordinance:

2.68.100 City Judge – Salary

The annual salary of the city judge shall be calculated yearly at 10%/15%/20% above the base salary of the Clerk III plus longevity accrued for each year of service as city judge. The city judge's salary shall be paid on the regularly established paydays of the city and include the fringe benefit of regular group health coverage and life insurance supplied to other city employees. This ordinance is approved by the City Council by resolution _____.

Example: **10% above base salary:**

Clerk III base salary 7/1/2021	\$45,364.80
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Judge Salary (base+10%)	\$49,901.28
-------------------------	-------------

Judge Kerr would be paid: $\$49,901.28 + \$2,418.00 = \$52,319.28$

15% above base salary would yield:

Judge Kerr would be paid: $\$52,169.52 + \$2,418.00 = \$54,587.52$

20% above base salary would yield:

Judge Kerr would be paid: $\$54,437.76 + \$2,418.00 = \$56,855.76$

Note

*20% above base salary is more in line with department head starting salaries.

*The Judge must be certified every 4 years by the Supreme Court.

*The base wage would be adjusted every year according to the Clerk III wage adjustment accordingly.

*Department Heads obtain yearly increases in salary, not only in longevity according to the situation.

*Note: there have been lump sums paid for back wages in the past.
It has been done for non-union workers/department heads.

Grade	Position	7/1/2019 Adjusted Salary for Calculation % increases	Effective 7/1/2020 2.00% Increase	Effective 7/1/2021 3.00% Increase	Effective 7/1/2022 2.00% Increase
1					
2					
3	Maintenance Worker I	17.60	17.95	18.49	18.86
	Court Clerk I	17.35	17.70	<u>18.23</u>	<u>18.60</u>
4					
5	Court Clerk II	19.05	19.43	<u>20.01</u>	<u>20.41</u>
6	Water Plant Operator I	24.08	24.56	25.30	25.81
	Wastewater Operator I	24.08	24.56	25.30	25.81
	Maintenance Worker II	23.50	23.97	24.69	25.18
	Court Clerk III	20.75	21.17	<u>21.81</u>	<u>22.25</u>
	Utility Maintenance Worker II	24.00	24.48	<u>25.21</u>	<u>25.71</u>
7	Mechanic	24.37	24.86	25.61	26.12
8	Water Plant Operator II	24.81	25.31	26.07	26.59
	Wastewater Operator II	24.81	25.31	26.07	26.59
	Maintenance Worker III	24.87	25.37	26.13	26.65
	Utility Maintenance Worker III	25.37	25.88	26.66	27.19
9	Water Plant Chief Operator	26.20	26.72	27.52	28.07
	Wastewater Chief Operator	26.20	26.72	27.52	28.07

PER PAY CHECK

2080 hrs/yr

DEPT. HEAD LONGEVITY - Union #303 and Non-Union		CITY Union LONGEVITY #316	
1= 3.88	21= 81.38	1= 4.00	21= 84.00
2= 7.75	22= 85.25	2= 8.00	22= 88.00
3= 11.63	23= 89.13	3= 12.00	23= 92.00
4= 15.50	24= 93.00	4= 16.00	24= 96.00
5= 19.38	25= 96.88	5= 20.00	25= 100.00
6= 23.25	26= 100.75	6= 24.00	26= 104.00
7= 27.13	27= 104.63	7= 28.00	27= 108.00
8= 31.00	28= 108.50	8= 32.00	28= 112.00
9= 34.88	29= 112.38	9= 36.00	29= 116.00
10= 38.75	30= 116.25	10= 40.00	30= 120.00
11= 42.63	31= 120.13	11= 44.00	31= 124.00
12= 46.50	32= 124.00	12= 48.00	32= 128.00
13= 50.38	33= 127.88	13= 52.00	33= 132.00
14= 54.25	34= 131.75	14= 56.00	34= 136.00
15= 58.13	35= 135.63	15= 60.00	35= 140.00
16= 62.00	36= 139.50	16= 64.00	36= 144.00
17= 65.88	37= 143.38	17= 68.00	37= 148.00
18= 69.75	38= 147.25	18= 72.00	38= 152.00
19= 73.63	39= 151.13	19= 76.00	39= 156.00
20= 77.50	40= 155.00	20= 80.00	40= 160.00

VACATION SCHEDULE

YEARS	SALARY / HOURLY
1 - 10	4.61539 / .05775
11 - 15	5.53847 / .06925
16 - 20	6.46154 / .08077
21 - 99	7.38462 / .09231

SICK LEAVE ACCURAL

SALARY/ HOURLY
3.69231 / .04616

Calculation of Employment Longevity (Jean Kerr 24 Years)

1= 100.88
2= 201.50
3= 302.38
4= 403.00
5= 503.88
6= 604.50
7= 705.38
8= 806.00
9= 906.88
10= 1007.50
11= 1108.38
12= 1209.00
13= 1309.88
14= 1410.50
15= 1511.38
16= 1612.00
17= 1712.88
18= 1813.50
19= 1914.38
20= 2015.00
21= 2115.88
22= 2216.50
23= 2317.38
24= 2418.00

Note: 2021 Pay Comparison

Judge: \$43,359.94

Clerk III: \$47,782.80

(base+longevity)

Difference: \$4,422.36 this year

\$30,226.56 longevity not paid for years of service

City of Laurel City Council Discussion Item

City Court Judge Compensation Discussion

Date of Discussion:

March 1, 2022
6:30 p.m.

City Council Meeting

City Council Chambers
115 West 1st Street
Laurel, MT 59044

INTRODUCTION

The following information is being provided to the City of Laurel by the City of Laurel Civil City Attorney to evaluate an ongoing discussion item related to the judicial compensation for the City of Laurel City Court Judge. At the present time, the existing City of Laurel City Court Judge is Judge Jean Kerr, elected in Fall 2021.

FACTUAL BACKGROUND

The City of Laurel City Court Judge has requested a compensation increase from her existing wages of \$43,360, plus fringe benefits of health insurance through the City of Laurel's health insurance plan. As the City Council has already been presented with, at meetings in late 2021 and early 2022, Judge Kerr has provided information regarding her compensation in relationship to the City Court Clerks and what she believes to be "lost and back/longevity pay." City Council Members have already been presented with this information, in meetings on 9.21.2021, 12.21.2021, and 1.18.2022. That information is available to the public and all City Council Members, in relationship to those City Council Workshops in 2021 and 2022.

The City Court Clerks are bargaining-employees, subject to Union wages, benefits, and compensation, which is negotiated on a regular basis with the City of Laurel. Their wages and benefits are not at issue in this discussion, except to the extent that Judge Kerr has utilized them to "compare and evaluate" her wages and compensation.

Judge Kerr is not a bargaining-Union employee. She is an elected official, for four-year individual terms, prior to which her salary is set by Resolution of the City of Laurel. Judge Kerr is a part-time elected official, who sets her own hours, vacation time, sick days, personal days, and time away from the Bench. She is not subject to any of the bargaining or non-bargaining personnel

requirements, rights, and obligations of other City employees. She works a part-time schedule, and she is not considered an exempt or full-time employee of the City of Laurel.

The Laurel City Court is not a court-of-record. This means that a transcript of all proceedings in the Laurel City Court is not made. The Laurel City Court is a court of limited jurisdiction, often referred to as an “inferior court,” because its decisions are not binding upon litigants, and all appeals are taken *de novo* (meaning an entirely new trial) to District Court in the Thirteenth Judicial District of Montana, Yellowstone County. Any decision of the Laurel City Court is subject to an entirely new trial, with a jury, all new evidentiary issues, and a complete “restart” at the District Court level, if a litigant believes that he/she did not receive a fair trial at the City Court level.

The Courts of Limited Jurisdiction in Montana include City Courts and Municipal Courts. Although the jurisdiction of these courts differs in some significant respects, collectively they address cases involving misdemeanor offenses, civil cases for amounts up to \$12,000, small claims valued up to \$7,000, local ordinances, forcible entry and detainer, protection orders, and certain issues involving juveniles.

Municipal Court Judges are lawyers. They are elected, unless appointed to fill a vacated position. City Court Judges may or may not be lawyers. They may be elected or appointed. In the City of Laurel, the City Court Judge is elected, and she/he does not have to be a lawyer or have any law school education. All Limited Jurisdiction Court Judges serve four-year terms. As noted, City Court Judges are not required to be attorneys, although multiple are. Municipal Court Judges must be attorneys, and they must be appointed or elected. Various municipalities in the State of Montana utilize both appointment and election procedures to sit Municipal Court Judges.

The Laurel City Court is not a Municipal Court, as the City of Laurel has not made the decision to convert its Court to a Municipal Court, to date. This means that the Judge does not need to be a licensed attorney, with at least 7 years of undergraduate, graduate, and law school training, if not more, admission to the State of Montana and Federal Bars, and prior practice as a licensed attorney in the State of Montana. The Judge must only attend the annual training required by the State of Montana and pass a Certification Examination during his/her term.

Judge Kerr has been a City Court Judge in the City of Laurel for over twenty years. From my understanding, in twenty years, she has largely ran unopposed, if opposed at any time, at all. For 2021, Judge Kerr was opposed in a race involving the present City of Laurel Prosecutor, and she was successful in defeating the City Prosecutor and was again elected for another four-year term.

Judge Kerr was elected to serve an additional four-year term at the close of 2021. Judge Kerr has now presented, to City Council, information requesting a compensation increase. There are also other matters pending related to City Court requests by Judge Kerr, and a meeting is presently scheduled between Judge Kerr, the Mayor, and the Civil City Attorney to attempt to work through some of these issues and try to create the best possible outcome for the Laurel City Court, its personnel, and the constituents of the City of Laurel. The Mayor and the City Attorney will keep the City Council apprised, as these discussions progress the next few weeks.

In addition to requesting a compensation increase, which Judge Kerr has proposed at a range of ten (10) to twenty (20) percent, Judge Kerr has requested longevity pay stemming back approximately 24 years. The schedule proposed by Judge Kerr is as follows:

Calculation of Employment Longevity (Jean Kerr 24 Years)

1=	100.88
2=	201.50
3=	302.38
4=	403.00
5=	503.88
6=	604.50
7=	705.38
8=	806.00
9=	906.88
10=	1007.50
11=	1108.38
12=	1209.00
13=	1309.88
14=	1410.50
15=	1511.38
16=	1612.00
17=	1712.88
18=	1813.50
19=	1914.38
20=	2015.00
21=	2115.88
22=	2216.50
23=	2317.38
24=	2418.00

Note: 2021 Pay Comparison

Judge: \$43,359.94

Clerk III: \$47,782.80

(base+longevity)

Difference: \$4,422.36 this year

\$30,226.56 longevity not paid for years of service

Resolution No. R15-51 of the City of Laurel, passed on June 2, 2015, set the City Court Judge compensation, moving forward and effective July 1, 2015. It did not include longevity pay. It did, however, include bonuses for "re-election." This compensation schedule is as follows:

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Judge Salary Matrix

Years of Service	Additional Pay Re-Election	Yearly Salary
Year 1		\$ 35,000.00
Year 2		\$ 35,254.00
Year 3		\$ 35,508.00
Year 4		\$ 35,762.00
Year 5	\$ 500.00	\$ 36,516.00
Year 6		\$ 36,770.00
Year 7		\$ 37,024.00
Year 8		\$ 37,278.00
Year 9	\$ 500.00	\$ 38,032.00
Year 10		\$ 38,286.00
Year 11		\$ 38,540.00
Year 12		\$ 38,794.00
Year 13	\$ 500.00	\$ 39,566.00
Year 14		\$ 39,820.00
Year 15		\$ 40,074.00
Year 16		\$ 40,328.00
Year 17	\$ 500.00	\$ 41,082.00
Year 18		\$ 41,336.00
Year 19		\$ 41,590.00
Year 20		\$ 41,844.00
Year 21	\$ 500.00	\$ 42,598.00
Year 22		\$ 42,852.00
Year 23		\$ 43,106.00
Year 24		\$ 43,360.00
Year 25	\$ 500.00	\$ 44,132.00
Year 26		\$ 44,386.00
Year 27		\$ 44,640.00
Year 28		\$ 44,894.00
Year 29	\$ 500.00	\$ 45,648.00

**\$500 Additional Salary for Re-Election - Beginning January 1 after
re-election**

This matter is not before the City Council by way of formal Resolution, but it is on the agenda for the March 1, 2022 meeting for discussion by City Council. Before any decision can be made by City Council, it is my advice as City Attorney that a formal resolution needs to be proposed, public notice and comment provided, consideration through formal City Council

Meetings, and then any action, if taken, ratified by way of Resolution by City Council. It is further my recommendation that any action taken, moving forward, address only future compensation, and not back or "past" longevity pay, as that was never approved by way of Resolution of the City of Laurel at any time. City Council is free to discuss the matter, allow public comment, and consider for placement on a future formal agenda, but at the present time, this legally is only a workshop item for comment and consideration. Any legal action to approve any change in compensation on March 1, 2022 would be illegal and would contravene the process by which compensation is changed for City Judges with the City of Laurel.

LEGAL ISSUES

There are several governing legal issues involved in setting a City Court Judge's compensation. These are as follows:

Montana Code Annotated

The Montana Code Annotated allowed the City of Laurel to establish a City Court, although not a court of record. This was done legally, years ago. *See* Mont. Code Ann. § 3-11-101:

City Court Established -- City Court Of Record

3-11-101. City court established -- city court of record. (1) A city court is established in each city or town. A city judge shall establish regular sessions of the court. On judicial days, the court must be open for all business, civil and criminal. On nonjudicial days, as defined in **3-1-302**, the court may transact criminal business only.

(2) A city may establish the city court as a court of record. If the city court is established as a court of record, it must be known as a "city court of record". The court's proceedings must be recorded by electronic recording or stenographic transcription, and all papers filed in a proceeding must be included in the record. A city court of record may be established by a resolution of the city commissioners or pursuant to **7-5-131** through **7-5-135** and **7-5-137**.

Montana law also specifies how City Court Judges are compensated by a municipality.

Mont. Code Ann. § 3-11-202 specifies:

Salary – Qualifications

3-11-202. Salary -- qualifications. (1) A city judge, at the time of election or appointment must:

- (a) meet the qualifications of a justice of the peace under 3-10-202;
- (b) be a resident of the county in which the city or town is located; and
- (c) satisfy any additional qualifications prescribed by ordinance.

(2) The annual salary and compensation of city judges must be fixed by ordinance or resolution.

(3) Each city judge shall receive actual and necessary travel expenses, as provided in 2-18-501 through 2-18-503, incurred in the performance of official duties.

Mont. Code Ann. § 3-11-202 (emphasis added).

All salary and compensation decisions by the City of Laurel must occur by way of Resolution, following all applicable legal guidelines. These are the only applicable Montana Code Annotated statutes that govern the enactment, usage, and authority of a City Court in the State of Montana (in relevant part).

I will note that I have serious concerns about changing a Judge's salary and compensation mid-year before the "annual time" for her compensation consideration is at issue, which is not until mid-2022. But, if the Council wants to make that decision, and it puts it on the Agenda with a Resolution for consideration, I do not necessarily believe it would be illegal to do that, although it could raise some possible legal challenges. The statutes are not precise, but generally, an "annual year" is considered, by law, to be consistent with what a municipality sets for its budgeting the following year. It is just not necessarily consistent with what the law contemplates, to try to change

compensation mid-year for an elected official, which says that this needs to be done on an “annual basis,” suggesting that these decisions are made before the start of the usual fiscal year for the City of Laurel budgeting.

Laurel City Charter

The only applicable section of the Laurel City Charter, related to the judicial position of the City Court Judge is as follows: “*Section 4.01 City Court: There shall be a city court or a municipal court as provided by law.*”

No compensation or other requirements are set by Laurel City Charter. So, there are no applicable legal sections here to consider for the Council.

Laurel Municipal Code

Because of no other mandatory legal authority through the Montana Code Annotated and the Laurel City Charter, the Laurel Municipal Code is the only additional and relevant law that applies to setting compensation for the Laurel City Court Judge. LMC § 2.68.100 specifies:

2.68.100 - City judge—Salary.

The annual salary of the city judge shall be set by city council by resolution, paid on the regularly established paydays of the city, and include the fringe benefit of regular group health coverage supplied to other city employees.

(Ord. 06-09, 2006: Ord. 04-7, 2004: Ord. 01-1, 2001: Ord. 99-26, 1999: Ord. 96-4, 1996: Ord. 94-19, 1994: Ord. 1081, 1993: Ord. 1039, 1992: Ord. 979, 1990: Ord. 889, 1986: prior code § 2.16.120)

(Ord. No. 008-01, 2-19-08; Ord. No. 009-03, 3-17-09; Ord. No. 009-11, 12-15-09)

The LMC allows the City of Laurel, through City Council, and only by way of Resolution, to decide and enact the compensation for a Laurel City Court Judge. However, again, please *see* my comments about mid-year changes to compensation, from a legal standpoint.

Laurel City Resolution(s)

The applicable Laurel City Resolution, Resolution No. R15-51 of the City of Laurel, passed on June 2, 2015, set the City Court Judge compensation, moving forward and effective July 1, 2015. It provides for a graduated scale of pay increase on a yearly basis, as well as bonuses based upon re-election. (Please *see above* for relevant compensation information, as to specifics of the compensation and fringe benefits.) That Resolution remains in effect, through to today's date, and continuing forward, unless and until changed by Resolution of City Council.

COMPARABLE INFORMATION

If you look at Judge Kerr's salary, as it relates to Class 3 Municipalities with comparative populations, it is actually very similar, if not higher, than many similarly-sized municipalities (the number below is slightly-off, as it was reflective of 2020 salaries, not Judge Kerr's 2021 salary). The only significantly higher salary is Columbia Falls, but Columbia Falls is also a court of record, which creates much more substantial time demands and additional burdens upon a City Judge. *See* additional comments below on comparative salary information.

City/Town Name	Class	# of FTE	Population	Salary Range	Full/Part Time	Attorney	Court of Record
DILLON	3rd	30.75	4369	\$46,283 with 2% increase each year. New hire would start at same wage.	Full Time	Yes	No
COLUMBIA FALLS	3rd	31	6464	\$60,389 per year with increases last increase was 5%	Part Time (32 hours per week)	Yes	Yes
POLSON	3rd	44.7	5060	\$19.57 per hour (\$25,441) Starting pay \$19.00 per hour plus COLA	Part Time (25 hours per week)	No	Unsure
BELGRADE	3rd	58	9503	\$31,800/year to \$37,510/year After 5 years only receive COLA increase	Full Time	Yes	Yes
LAUREL	3rd	68	7222	\$42,851/year	Part Time	No	No

However, in order to provide a more complete understanding of judicial City Court Judge salaries in the State of Montana, I conducted substantial research into determining compensation for Municipal Judges – whether City Judges of no-record, City Judges of record, and Municipal Judges, regardless of Class Size for the particular municipality. This included gathering this information online through local government services, speaking with my City Attorney colleagues, and looking at open judicial positions being advertised for appointment in the State of Montana the past year. I spent at least twenty (20) to forty (40) hours gathering information to provide the City Council the most up-to-date and accurate information, so that the Laurel City Council can make an informed decision based upon what statistics look like around the State of Montana, for Judges in various positions – elected, appointed, City Judges, Municipal Judges, Courts of No Record, Courts of Records, and Justices of the Peace (which often function very similar to City Court Judges). Some of what is contained in the following summarizes the information that I have gathered for your consideration and evaluation.

I want to first note the significant difference that exists, when making any comparison about judicial issues, whether compensation or workload or judicial responsibility, between a “court of record” and a “court of non-record.” To date, the City of Laurel has elected to be a court of “no record.” However, “courts of record,” which can also be City Courts, as well as Municipal Courts, have very extensive demands that are not present for “courts of no-record.” I will try to explain. A court of record is a trial court or appellate court in which a record of the proceedings is captured and preserved, for the possibility of appeal. A court clerk or a court reporter takes down a record of oral proceedings. That written record (and all other evidence) is preserved at least long enough for all appeals to be exhausted, or for some further period of time provided by law. Most courts of record have rules of procedure (see rules of evidence, rules of civil procedure,

and rules of criminal procedure). In the City of Laurel, there are no real rules that govern how the court process occurs, because it is a court of “no-record.” The Judge sets them, as she determines appropriate at any time, it can change, there is no one to document or record things, and litigants (citizens of Laurel) are basically left at “the mercy of the Court.” No rules really apply, and none can be enforced, because the Court has no record. In courts not of record, oral proceedings are not recorded, and the judge makes his or her decision based on notes and memory. Courts of record, however, have evidentiary rules, transcripts, documentation of what occurred, and so the procedure is more formal. It is also more expensive for a City, and it is burdensome for Judges, and that is why Judges in “courts of record” are paid more, are full-time, and are compensated for staff that allow them to meet the judicial demands that they need to.

To summarize, Laurel is not a court of record. There are no set rules, the Judge sets the schedule, nothing is documented or memorialized (other than basic docket entries), and the procedures and processes are meant to be efficient, fast, and conclude quickly – to allow litigants to very rapidly move on, if they determine appropriate, to district court with a licensed Judge and a *de novo* trial.

So, comparing salaries between Courts of Record and No-Record is misleading. Moreover, comparing City Court Judge salaries to Municipal Court Judge salaries is misleading – because the workload is intensely different.

The MSU Local Government Services Department published the last “official” study on City and Municipal Court Judge Salaries as follows. As you can see from the below, the only locations that have increased compensation significantly have been Columbia Falls and Whitefish, and there are various factors impacted that, which I note further *below*.

Job Title	City Judge ⁸⁰ Hourly, \$	Annual Salary
Miles City		
Anaconda	19.50 ⁸³	40,563.43
Havre		
Belgrade		
Livingston	18.28	38,012.16
Whitefish	33.42	69,513.60
Lewistown		
Sidney		
Glendive	18.50 ⁸⁷	16,236.00
Columbia Falls	25.22	52,457.60
Hamilton	21.59	44,907.20
Survey City Average	21.64	45,011.20
Montana Median	19.20 ⁸⁸	

The only two significantly higher salaries, in comparison to the City of Laurel, are Whitefish and Columbia Falls. Some things to consider, in evaluating the “comparisons” between these respective municipalities:

- The City of Whitefish is a Court of Record. That requires a significant amount more time and burden on the Judge. *See* above comments.
- The City of Columbia Falls is also a Court of Record. *See* same comments above.
- The City of Whitefish is a Municipal Court, not a City Court. *See* my earlier comments about how different a Municipal Court is than a City Court.
- The City of Whitefish Judge is a lawyer. Her name is Judge Caitlin Overland. Here is Judge Overland’s background, so you can assess why she might be at the compensation level that she is:

Judge Overland was born and raised in Montana. She received a bachelor's degree from Northwestern University and later graduated from Lewis & Clark Law School, cum laude. Immediately following law school, Judge Overland returned to Montana and clerked for the Montana Supreme Court. Judge Overland then moved to the Flathead Valley to begin serving as a Deputy Flathead County Attorney. During her time with the County Attorney's Office, Judge Overland worked on a wide range of legal matters including criminal prosecutions, youth court, civil litigation and land use law. She also maintains a private legal practice focusing on soil and water conservation. The Whitefish City Council appointed her to serve as Municipal Court Judge in December 2021.

- The City of Columbia Falls Judge is also a lawyer. Her name is Judge Kristi Curtis.

Here is Judge Curtis's background, so you can assess why she might be at the compensation level that she is:

Judge Curtis was a Whitefish City Prosecutor prior to becoming the City of Columbia Falls Judge. Prior to joining the Bench, Judge Curtis had over 11-years experience as the prosecutor in Kalispell and Whitefish. Judge Curtis has been a licensed attorney for 36 years. In 1981, she graduated from Santa Clara Law School, passed the California Bar, and began working for a mid-sized firm in the SF Bay Area. In 1986, she became the only female partner. She handled all phases of civil litigation, including jury trials and appeals. The firm dissolved in 1998, and she became "Of Counsel," enabling her to move to Montana in 2000. Judge Curtis was then a Judge Pro Tem from 1994 to 2000 at the Municipal and Superior Court level (akin to District Court).

In 2006, Judge Curtis passed the Montana Bar and was hired as the prosecutor in Kalispell where she stayed until 2015. In 2015, the City of Whitefish chose to move its prosecutorial duties from an outside contract to an in-house position. Judge Curtis was hired as the Whitefish Deputy City Attorney. She served in that position until being elected to the Bench for the City of Columbia Falls in 2017.

Prior to being elected to the Bench, Judge Curtis tried over 100 criminal jury trials and hundreds of bench trials. She served as a Judge Pro Tem in Kalispell Municipal Court and Flathead Justice Court. She is now the elected Municipal Court Judge.

- None of the aforementioned Judges receive longevity pay.
- Both of the aforementioned Judges are full-time Judges in courts-of-record and/or Municipal Courts.

You can evaluate that as you choose appropriate. However, to provide you more comparison, I have compiled the additional following information for your consideration.

Compare the City of Laurel to Cities like Anaconda, Livingston, or Hamilton. I provide you these comparisons, so that you can determine how comparable the workload is in the City of Laurel, versus these Cities, and then assess compensation for a City Court Judge, in order to make the most-seasoned and appropriate decision.

Laurel:

Laurel has a population of approximately 6,800 citizens. Laurel's City Judge makes approximately 44k per year plus fringe benefits (I do not know the value of that – Bethany or the Mayor can speak to that more specifically). As noted above, Laurel is a “court of no record,” it is not a Municipal Court, and any person can serve as Judge, once elected, and not be an attorney, assuming they receive annual training.

Anaconda:

Anaconda has a population of approximately 9,100 citizens. Anaconda's City Judge makes approximately 40k per year. Judge Pahut also serves as Justice of the Peace for the County, including being City Judge. He serves not only the City of Anaconda, but the entire County of Deer Lodge, Montana.

Livingston:

Livingston has a population of approximately 7,600 citizens. Livingston's City Judge makes approximately 38k per year. She only acts as City Judge, not Justice of the Peace.

Hamilton:

Hamilton has a population of approximately 4,800 citizens. Hamilton's City Judge makes approximately 45k per year. Judge Royce McCarty is the City Judge in Hamilton. Judge McCarty served as Ravalli County Attorney Chief Civil Deputy from July 2019 until he was elected last year in 2021. He is a graduate of both Hamilton High School and the University of Montana's School of Law.

Lewistown:

Lewistown has a population of approximately 5,600 citizens. Lewistown's City Judge, Kelly Mantooth, also serves as Justice of the Peace for the entire County of Fergus. He makes \$49,688 per year. He serves the City of Lewistown and the entire County of Fergus as a Justice of the Peace. The population of the entire City of Lewistown and the County of Fergus is approximately 12k individuals that he is serving as Judge for.

PROPOSED RESOLUTION

Any decision to change compensation for the Laurel City Court Judge is the City Council's decision, subject to typical veto and other procedural issues. However, if any changes are made to the Laurel City Court Judge compensation, it must be done by way of formal Resolution. It cannot legally involve payment of past longevity pay, as that would be in violation of the existing Resolution in place for years in the City of Laurel, which has been followed and enforced, each respective year, in compensating Judge Kerr. If Council decides to change the City Court salary moving forward, while I have serious concerns about that occurring mid-year, I will draft the appropriate Resolution, once put on the Agenda, and Council can decide whether to approve or not.

I hope that this gives the Council all of the information it needs to evaluate this issue appropriately, in addition to what you have already received in previous workshops. Please do not hesitate to let me know as to any questions.

RESPECTFULLY SUBMITTED this 28th day of February, 2022.

CITY OF LAUREL CIVIL CITY ATTORNEY

By: Michele L B

MICHELE L. BRAUKMANN

Cc: City of Laurel Mayor Waggoner
City Clerk Bethany Keeler

MINUTES OF THE CITY COUNCIL OF LAUREL

March 8, 2022

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on March 8, 2022.

COUNCIL MEMBERS PRESENT:

Emelie Eaton	Heidi Sparks
Michelle Mize	Richard Herr
Scot Stokes	Irv Wilke
Richard Klose	

COUNCIL MEMBERS ABSENT: Bill Mountsier

OTHER STAFF PRESENT:

Stan Langve, Police Chief
Travis Pitts, Police Captain
Jared Anglin, Sargent
Jackson Booth, Police Officer
Steven Baumgardner, Police Officer
Haley Swan, Police Officer
Josh McFarland, Police Officer
Ryan Sedgwick, Police Officer
Jean Kerr, Judge

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

Mayor Waggoner asked the council to observe a moment of silence.

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of February 8, 2022, 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.

CORRESPONDENCE:

- Fire Monthly Report – February 2022.
- Police Monthly Report – February 2022.
- Building Monthly Report – February 2022.
- Ambulance Monthly Report – January 2022.
- Library Board Resignation Letter from Emelie Eaton.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through March 4, 2022.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 1/23/2022 totaling \$190,982.99.**
- **Approval of Payroll Register for PPE through 2/6/2022 totaling \$209,508.01.**
- **Approval of Payroll Register for PPE 2/20/2022 totaling \$183,039.84.**

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member 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.

Qu

CEREMONIAL CALENDAR:

- Sergeant Pinning Ceremony

Stan Langve, Police Chief, performed the pinning ceremony for Sergeant Anglin.

Jean Kerr, City Judge, performed the oath of office.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of January 11, 2022.
- Budget/Finance Committee Minutes of January 25, 2022.
- Budget/Finance Committee Minutes of February 22, 2022.
- Tree Board Minutes of January 20, 2022.
- Cemetery Commission Minutes of January 26, 2022.
- Park Board Minutes of February 3, 2022.
- Emergency Services Committee Minutes of January 24, 2022.
- Tree Board Minutes of January 20, 2022.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Ken Olson to Cemetery Commission for the remainder of a two-year term ending June 30, 2022.**

Motion by Council Member Sparks to approve the Mayor's appointment of Ken Olson to Cemetery Commission for the remainder of a two-year term ending June 30, 2022, 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.

- **Motion to allow Council Member Sparks to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)**

Motion by Council Member Herr to approve Council Member Sparks to be absent from the City of Laurel for more than ten days (LMC 2.12.060), seconded by Council Member Wilke. 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.

- **Motion to allow Council Member Mountsier to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)**

Motion by Council Member Eaton to approve Council Member Mountsier to be absent from the City of Laurel for more than ten days (LMC 2.12.060), seconded by Council Member Wilke. 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.

- **Resolution No. R21-09: A Resolution Of The City Council Authorizing The Mayor To Sign An Amendment To Reissue #2 For Land Use License No. 6202 By And Between The City Of Laurel And The State Of Montana, Department Of Natural Resources & Conservation.**

Motion by Council Member Klose to approve Resolution No. R21-09, seconded by Council Member Wilke. 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:

Council noted that the Caretakers building was torn down at Riverside Park.

On March 29, 2022, there will be a Commemorative Vietnam Ceremony at noon.

Council asked that the Judge’s wage be brought up on a future Workshop when everyone is back from scheduled time away.

Council asked that the Civil City Attorney draft a proposal for that meeting.

MAYOR UPDATES:

Mayor Waggoner stated that Council Member Mountsier had a death in the family and needed to leave town sooner than anticipated.

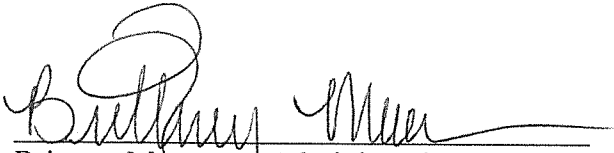
Mayor Waggoner stated that Forrest Sanderson’s father recently passed away.

UNSCHEDULED MATTERS: None.

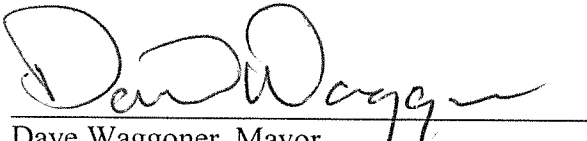
ADJOURNMENT:

Motion by Council Member Mize 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.

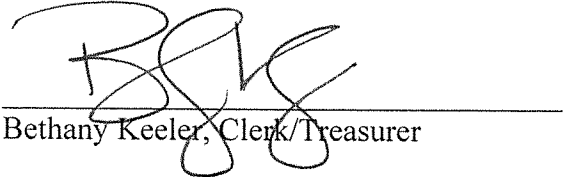
There being no further business to come before the council at this time, the meeting was adjourned at 6:48 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 22nd day of March 2022.


Dave Waggoner, Mayor

Attest:


Bethany Keeler, Clerk/Treasurer

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MAY 03, 2022**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on May 3, 2022.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Emelie Eaton	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input type="checkbox"/> Richard Herr
<input checked="" type="checkbox"/> Scot Stokes	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Bill Mountsier

OTHERS PRESENT:

Michele Braukmann, Civil City Attorney
Kurt Markegard, Public Works Director

Public Input:

There were none.

General Items

1. Appointment of Randy Hand to the Laurel Airport Authority for a five-year term ending June 30, 2027.

There were no questions or discussions.

2. Appointment of Phyllis Bromgard to the Tree Board for a three-year term ending June 30, 2025.

There were no questions or discussions.

3. Appointment of Richard Herr to the Cemetery Commission for a two-year term ending June 30, 2024.

There were no questions or discussions.

4. Appointment of Rick Musson to the Cemetery Commission for a two-year term ending June 30, 2024.

There were no questions or discussions.

5. Appointment of Wallace Hall to the Cemetery Commission for a two-year term ending June 30, 2024.

There were no questions or discussions.

Executive Review

6. Resolution - A Resolution Of The City Council Authorizing The Removal Of City Council Member Emilie Eaton From All City Accounts And Adding City Council President Heidi Sparks To All Such Accounts.

This resolution reflects the change in Council President from Council Member Eaton to Council Member Sparks. Council Member Eaton noted that her name was misspelled, and it was clarified that the misspelling would be corrected.

6. Resolution - A Resolution Of The City Council Setting The Salary Of The City Court Judge Effective July 1, 2022, To January 1, 2026.

It was questioned what the increase per hour with the proposed two percent increase. It was further questioned if this raise would keep the Judge's pay above the people in her department.

It was clarified that the Judge's position is set up statutorily as a half-time position. However, the Judge has conveyed that she is working a full-time position. When looking at it as a half-time position, there is no disparity in the clerk's position. However, if looking at it as a full-time position, then yes, that issue brought before the City is existent. And the two percent raise would not address that issue. The way this resolution is written is that it would be a six percent cumulative raise over the term to be analyzed again for the next election.

It was questioned what the Judge would make yearly with a two percent increase. An increase of \$867.20. for this year. For a total compensation of 44,247.20.

The Judge questioned what the new starting wage would be for a new judge should the Judge choose to retire. It was clarified that it is not considered a base-level wage. If the Court becomes a Court of Record, that would also affect the base wage as well. It was further questioned if the Court would become a Court of Record before a new term. The Judge stated that the Court would become a Court of Record before the end of the year. It was clarified that a resolution to adjust the wage could be brought forward if that happens.

It was questioned if Judge Kerr had lost this past election and what would the new Judge have made. The new Judge would have had their wage set based on their credentials.

Council noted that the current matrix only has an 8k increase from year one to year twenty-six. They questioned if an initial wage increase should be considered in addition to the cost-of-living increases.

Mayor Waggoner stated that they could raise the Judge's wage without filling the clerk spot. It was further clarified that all employees received a two percent raise this year. All other department heads are employees and not elected officials. They do work full time.

It was questioned why an elected official could not have longevity. It was clarified that there are no legal barriers to longevity, and longevity is a product of union negotiations.

Laurel has also grown, and the Court needs to keep up with the demand.

Council Issues

Other Items

Council has a proposal to give long-term and short-term disability insurance to all employees. This will help FMLA issues that have arisen in the past.

Eric Allan, with Allan and Associates Insurance, briefly explained the benefits of long-term and short-term disability. There would be a 14-day period before the benefits would begin, and short-term disability would pay for up to 90 days; long-term disability would take over until social security.

The Clerk/Treasurer did provide the Mayor with a statement that the City could afford this additional benefit.

Attendance at Upcoming Council Meeting

Mayor Waggoner will be absent from the next meeting.


Announcements

Park Board with meeting Thursday at 5:30 p.m. in Council Conference Room.

Council asked for clarification on the park that the Chamber of Commerce asked for help in renovating. A Council Member was questioned why that space could not have been used for parking, and it was clarified that it is private property. They were further questioned if the Town Square could also be used for parking, and it was clarified that that is also private property.

The council workshop adjourned at 7:09 p.m.

Respectfully submitted,



Brittney Moorman
Administrative Assistant

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

City of Laurel

Proposal Executive Summary

Short Term Disability 7/7 Option

- **Benefit:** All enrolled employees covered 60% to a max of \$1,000 per week
- **Elimination Period Options:**
 - 7 days injury, 7 days illness
- **Benefit Duration:**
 - 12 weeks
- **No Offsets for PTO/Sick Leave!**
- **Definition of Disability:** Residual (minimum earnings loss of 20%)
- **8 week C-Section Benefit**
- **Voluntary Rehab & Return to Work Program:**
Pays a 10% benefit if the employee chooses to participate
- **Pre-existing Condition Exclusion:** None
- **Rate:**
 - Bundled with LTD: \$0.35 = \$1,201.13 per month
 - Bundled with LTD and Voluntary Life/AD&D: \$0.34 = \$1,166.81 per month
 - Bundled with Life/AD&D, LTD, Critical Illness and Accident: \$0.33 = \$1,132.49 per month
- **Rate Guarantee:** 2 years

Short Term Disability 14/14 Option

- **Benefit:** All enrolled employees covered 60% to a max of \$1,000 per week
- **Elimination Period Options:**
 - 14 days injury, 14 days illness
- **Benefit Duration:**
 - 11 weeks
- **No Offsets for PTO/Sick Leave!**
- **Definition of Disability:** Residual (minimum earnings loss of 20%)
- **8 week C-Section Benefit**
- **Voluntary Rehab & Return to Work Program:**
Pays a 10% benefit if the employee chooses to participate
- **Pre-existing Condition Exclusion:** None
- **Rate:**
 - Bundled with LTD: \$0.30 = \$1,029.54 per month
 - Bundled with Life/AD&D: \$0.28 = \$960.90 per month
 - Bundled with Life/AD&D, LTD, Critical Illness and Accident: \$0.27 = \$926.58 per month
- **Rate Guarantee:** 2 years

Long Term Disability

- **Benefit:** All enrolled employees covered 60% to a max of \$4,000 per month
- **Elimination Period:** 90 days with 30 accumulation days, no earnings loss required
- **Benefit Duration:**
 - SS ADEA (Social Security Normal Retirement Age)
- **Work Incentive Benefit:** 12 months
- **Own Occupation Period:** 2 years
- **Rehab & Return to Work:** Voluntary with a 10% benefit
- **Pre-existing Condition Exclusion:** 3/12
- **Rate:**
 - Bundled with STD: \$0.53 = \$1,313.72 per month
 - Bundled with STD and Voluntary Life/AD&D: \$0.51 = \$1,264.15 per month
 - Bundled with Life/AD&D, STD, Critical Illness and Accident: \$0.50 = \$1,239.36 per month
- **Rate Guarantee:** 2 years

Voluntary Life and AD&D

- **Employee Benefit:** \$10,000 increments up to the lesser of 5x annual earnings or \$500,000
- **Spouse Benefit:** \$5,000 increments up to 100% of what the employee elects – no caps!
- **Child Benefit:** \$2,000 increments up to \$10,000
- **Guarantee Issue**
 - Employee: \$100,000
 - Spouse: \$25,000
 - Child: \$10,000
- **Lock-In Feature:** If an employee elects at least the minimum benefit at initial enrollment (**\$10,000**), they can increase their coverage up to the guarantee issue amount (**\$100,000**) at any future enrollment, **with no medical questions!**
- **Age Reduction:** 65% at age 70, 50% at 75
- **Portability and Conversion:** Included
- **Rates:** Age banded – see full proposal
- **Participation Required:** 10 employees enrolled
- **Rate Guarantee:** 3 years

City of Laurel

Proposal Executive Summary

Group Life and AD&D

- **Benefit:** \$10,000
- **Age Reductions:** 65% at age 70, 50% at age 75
- **Portability and Conversion:** Included
- **Accelerated Benefit:** May access 100% of the benefit if diagnosed terminally ill
- **Rate:**
 - **\$0.39/\$0.03 = \$135.15 per month**
- **Rate Guarantee:** 3 years if bundled with Voluntary Life/AD&D

Accident: Voluntary

- Covers employees for accidents on and off the job
- Pays **jump sum benefit** according to schedule of benefits found in proposal
- Great for families; all types of youth and scholastic **sports are fully covered**
 - **One rate** covers all children
- \$50 Be Well Benefit
- **Rates:**
 - **Employee Only: \$16.67**
 - **Employee/Spouse: \$29.32**
 - **Employee/Child(ren): \$33.53**
 - **Family: \$46.18**
- **Participation Required:** 5 employees enrolled
- **Rate Guarantee:** 3 years
- **Portability Included**

Critical Illness

- Critical Illnesses can happen to anyone, regardless of age
- Benefits can be used for anything you choose like medical bills, transportation of family members, or a bucket list vacation.
- **Covered Critical Illnesses:**
 - Cancer, Heart Attack, Stroke, and many more (see proposal for full list of covered conditions)
- Child coverage is automatically included at 50% of the amount the employee elects
 - Children are covered for all adult conditions, as well as covered childhood conditions like Cerebral Palsy, Cleft Lip or Palate, Cystic Fibrosis, Down Syndrome, and Spina Bifida.
- **Benefit Amounts:**
 - **Employee:** \$15,000(All Guaranteed Issue)
 - **Spouse:** 50% of Employee Amount
 - **Child:** 50% of Employee Amount
- **\$50 Be Well Benefit**
- **Rates: Age banded – see full proposal**
- **Portability Included**

Additional Services Included

Employee Assistance Plan with HealthAdvocate

- Covers 3 face to face counseling visits per issue an employee is facing
- Unlimited telephonic counseling
- Free will preparation
- Medical Bill Saver
 - This service will negotiate on behalf of the employee to reduce any medical or dental bill they have over \$400!

Worldwide Emergency Travel Assistance Plan

- Covers employees and their families if they are traveling over 100 miles away from home
- Guaranteed hospital admission
- No countries excluded

Life Planning Financial & Legal Resources

- This personalized financial counseling service provides expert, objective financial counseling to survivors and terminally ill employees at no cost

MINUTES OF THE CITY COUNCIL OF LAUREL

May 10, 2022

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Council President Sparks at 6:30 p.m. on May 10, 2022.

COUNCIL MEMBERS PRESENT: ~~Don~~ Emelie Eaton Heidi Sparks
Michelle Mize ~~Bruce McGee~~ Richard Herr
Richard Klose ~~Don Nelson~~ Bill Mountsier
COUNCIL MEMBERS ABSENT: Scot Stokes
OTHER STAFF PRESENT: Jean Kerr, City Judge

Council President Sparks led the Pledge of Allegiance to the American flag.

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of April 26, 2022, as presented, seconded by Council Member Mountsier. 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:

- Fire Monthly Report – April 2022
- Police Monthly Report – April 2022
- Building Monthly Report – April 2022

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through May 6, 2022.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 5/1/2022 totaling \$205,036.16.**
- **Council Workshop Minutes of April 5, 2022.**
- **Council Workshop Minutes of April 19, 2022.**

The Council President Sparks asked if there was any separation of consent items. There was none.

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member 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.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of April 26, 2022.
- Cemetery Commission Minutes of April 20, 2022.
- Library Board Minutes of February 8, 2022.
- Library Board Minutes of March 8, 2022.
- Tree Board Minutes of April 14, 2022.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Randy Hand to the Laurel Airport Authority for a five-year term ending June 30, 2027.**

Motion by Council Member Eaton to approve the Mayor's appointment of Randy Hand to the Laurel Airport Authority for a five-year term ending June 30, 2027, seconded by Council Member Mize. There was no public comment.

Council asked for clarification on the resident requirements to serve on this Board. It was clarified that this Board does not require its members to reside within the City limits.

A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of Phyllis Bromgard to the Tree Board for a three-year term ending June 30, 2025.**

Motion by Council Member Mize to approve the Mayor's appointment of Phyllis Bromgard to the Tree Board for a three-year term ending June 30, 2025, seconded by Council Member Wilke. 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, 2024.**

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, 2024, seconded by Council Member Wilke. There was no public comment.

Council Member Herr recused himself from voting as this is his appointment.

A vote was taken on the motion. All six remaining council members present voted aye. Motion carried 6-0.

- **Appointment of Rick Musson to the Cemetery Commission for a two-year term ending June 30, 2024.**

Motion by Council Member Mountsier to approve the Mayor's appointment of Rick Musson to the Cemetery Commission for a two-year term ending June 30, 2024, seconded by Council Member Wilke. 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 the Cemetery Commission for a two-year term ending June 30, 2024.**

Motion by Council Member Herr to approve the Mayor's appointment of Wallace Hall to the Cemetery Commission for a two-year term ending June 30, 2024, seconded by Council Member Wilke. 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.

- **Resolution No. R22-21: A Resolution Of The City Council Authorizing The Removal Of City Council Member Emelie Eaton From All-City Accounts And Adding City Council President Heidi Sparks To All Such Accounts.**

Motion by Council Member Eaton to approve Resolution No. R22-21, seconded by Council Member Wilke. 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.

- **Resolution No. R22-22: A Resolution Of The City Council Setting The Salary Of The City Court Judge Effective July 1, 2022, To January 1, 2026.**

Motion by Council Member Wilke to approve Resolution No. R22-22, seconded by Council Member Mountsier.

Judge Kerr requested that this item be tabled until all items of her request had been considered.

Council questioned the proper way to move forward with this motion while considering the Judge's request. It was clarified that Council needed to vote on the question before it. Council could request that this item be brought back at a later date.

A roll call vote was taken on the motion. Council Members Eaton, Klose, and Herr voted aye. Council Members Mize, Mountsier, Wilke, and Sparks voted no. Motion failed 3-4.

- **Resolution No. R22-23: A Resolution Of The City Council Authorizing The Council President Sparks To Execute All Agreements Necessary To Secure Insurance Benefits With Unum For City Of Laurel Employees**

Motion by Council Member Mize to approve Resolution No. R22-23, seconded by Council Member Wilke. 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):

There was a presentation made at the last Park Board meeting regarding the City pool. It is in poor condition, and it will not be open this year and may not be able to be repaired.

COUNCIL DISCUSSION:

Council noted that they had asked about the use of two parks located in downtown for parking at last week's meeting. It has been clarified that those parks are private property, and the City does not have control over the use of those parcels. They would like this added to the next Workshop agenda under downtown parking.

Council requested an update on the S. 4th Street bid opening. It was clarified that would be on next week's Workshop agenda.

Council requested an update on W. Railroad Street.

Council requested that the Judge's wage be brought back to a future Workshop.

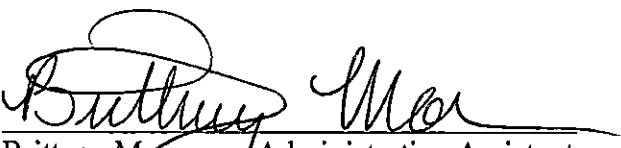
MAYOR UPDATES:

UNSCHEDULED MATTERS: None.


ADJOURNMENT:

Motion by Council Member Eaton to adjourn the council meeting, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All 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 6:57 p.m.


Brittney Moorman, Administrative Assistant

Approved by the Council President Sparks and passed by the City Council of the City of Laurel, Montana, this 24th day of May 2022.


Dave Waggoner, Mayor

Attest:



Kelly Strecker, Clerk/Treasurer