



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 06, 2024
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

Executive Review

1. Resolution - Resolution To Approve Street Vacation For Portion Of South Montana Avenue, Laurel Montana.
2. Resolution - A Resolution Of The City Council Declaring Certain City Of Laurel Property As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.
3. Resolution - A Resolution Of The City Council Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70.
4. Resolution - A Resolution Of The City Council Approving A Commitment Of Funding For The Completion Of The West Railroad Street Project.
5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Consultant Agreement With Peaks Planning And Consulting LLC.

Council Issues

6. Budget Discussion

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

File Attachments for Item:

1. Resolution - Resolution To Approve Street Vacation For Portion Of South Montana Avenue, Laurel Montana.

RESOLUTION NO. R24-_____

RESOLUTION TO APPROVE STREET VACATION FOR PORTION OF SOUTH MONTANA AVENUE, LAUREL MONTANA.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City conducted public hearings as follows:
_____, in City Council Chambers, regarding the Street Vacation Petition; and

WHEREAS, no objections were received, and therefore, the City believes it to be in the best interests of the City to move forward with the Street Vacation.

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

1. The City Council hereby adopts this Resolution to approve the Street Vacation Petition;
2. The Street Vacation Petition is hereby approved, adopted, and instructed to be filed with the Clerk and Recorder.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

4077909 EASE

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

eRecorded For Yellowstone County, MT

Jeff Martin, Clerk & Recorder

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

RECIPROCAL ACCESS AGREEMENT

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

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

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

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

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

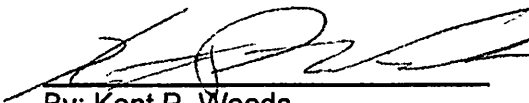
The easement granted herein shall be used and enjoyed by each owner and its permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other owner or its permittees at any time conducted on its Lot including, without limitation,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

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

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

MCDONALD LAND HOLDINGS LLC

A Nevada series limited liability company



By: Kent P. Woods

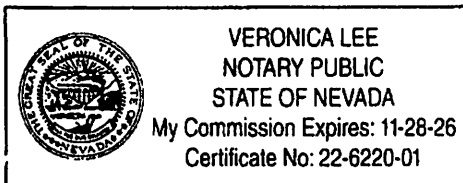
Its: Manager

Date: 7/5/2024

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

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

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




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

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

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

Procedure To Discontinue Streets

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

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

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

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

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

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 14. TRANSPORTATION

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

Discontinuance Of Street Not To Affect Utility Easements

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

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

Montana Code Annotated 2023

TITLE 7. LOCAL GOVERNMENT

CHAPTER 1. GENERAL PROVISIONS

Part 41. Municipalities

Publication Of Notice -- Content -- Proof

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

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

(3) The newspaper must:

(a) be of general circulation;

(b) be published at least once a week;

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

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

(i) circulation for the prior 12 months;

(ii) a statement of net distribution;

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

(iv) the method of distribution.

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

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

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

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

(8) The published notice must contain:

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

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

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

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

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

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

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

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

STREET VACATION PETITION

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

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

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

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

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

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

The street is presently classified as an undeveloped public road.

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

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

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

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

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

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

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

There are no covenants or deed restrictions affecting the street.

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

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

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

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

(Signature of Petitioners on Following Page)

MCDONALD LAND HOLDINGS LLC
a Nevada series limited liability company


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

FOX LUMBER SALES, INC.
a Montana corporation

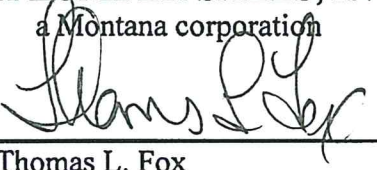

By: Thomas L. Fox
Its: President
Date: 5/31/2024

EXHIBIT A

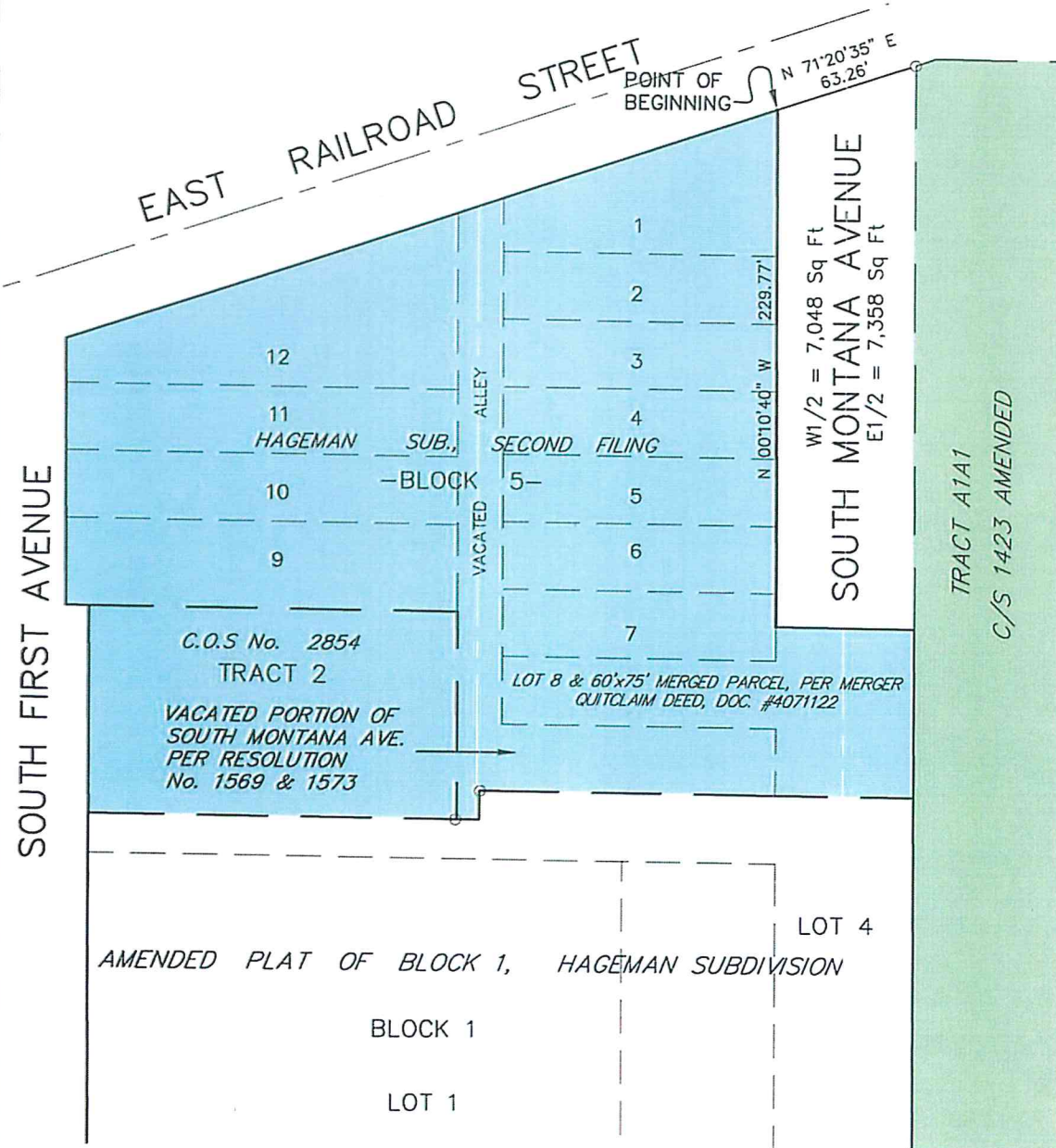
PROPOSED VACATED PORTION OF SOUTH MONTANA AVENUE
HAGEMAN SUBDIVISION SECOND FILING IN THE CITY OF LAUREL, MONTANA

PREPARED FOR : McDONALD LAND HOLDINGS LLC

MAY 2024

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



Adjacent Ownership:

McDonald Land Holdings LLC

Fox Lumber Sales, Inc.

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

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

File Attachments for Item:

2. Resolution - A Resolution Of The City Council Declaring Certain City Of Laurel Property As “Surplus” Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.

RESOLUTION NO. R24-_____

**A RESOLUTION OF THE CITY COUNCIL DECLARING CERTAIN CITY OF
LAUREL PROPERTY AS “SURPLUS” AVAILABLE FOR SALE OR TRADE TO
THE PUBLIC OR OTHER GOVERNMENTAL ENTITIES OR VENDORS.**

WHEREAS, the City of Laurel has inventoried vehicles, equipment, and other items that are no longer of use to the City; and

WHEREAS, in accordance with Mont. Code Ann. § 7-8-420(1), the City of Laurel City Council has the authority to sell or otherwise dispose of the property by declaring it surplus; and

WHEREAS, the surplus items shall be offered to the public for sale or utilized by the City for purposes of trade or sale to obtain new equipment or property for use by the City of Laurel.

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

1. The City of Laurel City Council declares the property included on the attached “Schedule A” as “surplus property” pursuant to Montana law; and

2. The Mayor and City Staff are authorized to dispose of the surplus property through public sale or trade with any governmental entity or group in order to obtain new property for City use.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Squad Car
Old Office Materials
Bikes
Outdated Backboards
Outdated Training Supplies
Brush Truck
School Bus
Military Truck
Broken Compressor
Backhoe
Roll Off Truck
Suburban
Lawnmower
Broken Hydrants
Trench Box

File Attachments for Item:

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

RESOLUTION NO. R24-__

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

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

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

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

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

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

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

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

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

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the __ day of ____ 2024.

APPROVED by the Mayor on the ____ day of ____ 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

AGREEMENT REGARDING
SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is entered into this ____ day of _____, 2024, by and between the City of Laurel (hereinafter “the City” or “the City of Laurel”) and the Laurel Public Schools, District 7 & 7-70 (hereinafter “the District” or “the School District”) as follows:

RECITALS

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

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

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

WITNESSETH

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

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

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

c. “School resource officer” or “SRO” means a licensed law enforcement officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.

d. “SRO duties” include, but are not necessarily limited to, the following:

- protecting persons who are present on school property or at a school sponsored event or activity;
- protecting real and personal property;
- serving as a role model for students, parents, and community members;
- conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
- identifying and advising on security vulnerabilities in the District’s schools;
- being present and visible on school property and surrounding areas;
- serving as a resource for school officials regarding the prevention and deterring of criminal activity on school property and at school sponsored events and activities;
- serving as a mentor and resource for students;
- conducting regular meetings with various student groups that represent a diverse population in efforts to promote positive relationships;
- giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
- investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
- as required for exigent circumstances or immediate safety threats (as determined in collaboration with the District), conducting searches of students, student lockers, student backpacks, school property, and student vehicles;
- recovering lost or stolen property;

- enforcing all criminal laws on school property and at school sponsored events and activities;
 - responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the District related to equity, childhood trauma, cultural responsiveness and others as requested by the Superintendent;
 - meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
 - other tasks as assigned by the Laurel Police Department.
- e. “School day” means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not school days.
- f. “School property” means: any property, within the City of Laurel, owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided.
3. **Term:** This Agreement is for a term of one-year beginning on September 1, 2024 and ending on August 31, 2025. This Agreement will automatically renew for a period of twelve calendar months (September 1 to August 31) unless either party provides written notice of termination to the other party on or July 1st.
4. **Termination:** This Agreement may be terminated with or without cause by either party upon thirty (30) days’ prior written notice.
5. **Employment of SRO:**
- a. The SRO shall be an employee of the City of Laurel and shall be subject to the administration, supervision, and control of the City of Laurel.
 - b. The SRO shall be subject to all personnel policies and practices of the City of Laurel, except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - c. The City of Laurel, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.

6. Assignment of SRO:

a. Duty Hours:

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

b. Absences:

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

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

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

8. Relationship of Parties:

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

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

9. Payment/Costs:

- a. **Monthly Base Payment:** The District will pay the City the following fees per year, in two equal payments in December 2024 and June 2025, for all SRO services, excluding additional services, which are provided pursuant to this Agreement:

Seventy-Three Thousand Nine Hundred Sixty-One Dollars and One Cent (\$73,961.01) for SRO No. 1; and

Seventy Thousand Seven Hundred Fifty-Five Dollars and Fifty-Three Cents (\$70,755.53) for SRO No. 2.

This payment is intended to cover a reasonable amount of the cost the City incurs in paying wages, providing benefits, and providing transportation for the SRO assigned to perform SRO duties under this Agreement. The City will invoice the District in December 2024 and June 2025, with each invoice to reflect half of the total two-balances combined, as reflected above.

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

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

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

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

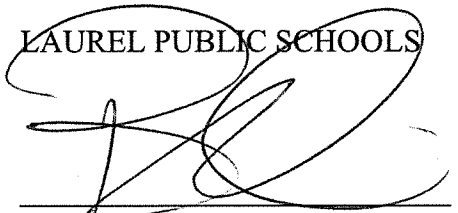
15. **Notices:** The District must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the City's Chief of Police, Stan Langve, at slangve@laurel.mt.gov or 215 West First Street, Laurel MT 59044. The City must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the District's Superintendent at 410 Colorado Avenue, Laurel MT 59044. Either party may designate a different addressee or address at any time by giving written notice to the other party. Notice that is delivered by mail is effective upon mailing. Notice that is delivered by email is effective upon transmission.
16. **No Unlawful Discrimination:** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.
17. **Waiver and Enforcement:** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.
18. **Equal Drafting:** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
19. **Choice of Law, Forum, and Severability:** This Agreement is governed by the laws of the State of Montana. The parties agree that the Montana state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
20. **Entire Agreement, Changes, and Effect:** This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party

has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed.

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

CITY OF LAUREL

City of Laurel Mayor
Date: _____

LAUREL PUBLIC SCHOOLS


District Board Chairperson
Date: 7/24/24

File Attachments for Item:

4. Resolution - A Resolution Of The City Council Approving A Commitment Of Funding For The Completion Of The West Railroad Street Project.

RESOLUTION NO. R24-_____

**A RESOLUTION OF THE CITY COUNCIL APPROVING A COMMITMENT OF
FUNDING FOR THE COMPLETION OF THE WEST RAILROAD STREET
PROJECT.**

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

Section 1: Approval. The Montana Department of Transportation Memorandum regarding estimated costs of completion for the West Railroad Street Project (hereinafter “the MDT Memorandum”), a copy attached hereto and incorporated herein, is hereby approved.

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

Section 3: City Obligations. The City hereby agrees that it will commit to a funding addition up to and including the amount of \$2,737,319.00 for the completion of this project. The City further understands and agrees that payment is not required until an estimated sixty days before bid letting.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

AMENDMENT 1
UPN 10121 WEST RAILROAD STREET – LAUREL
MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTANA DEPARTMENT OF TRANSPORTATION
AND
CITY OF LAUREL

The City of Laurel (CITY) and the Montana Department of Transportation (MDT) do hereby agree and acknowledge that the WEST RAILROAD STREET, LAUREL UPN 10121000 Memorandum of Agreement (MOA) entered January 2, 2023, is amended as follows:

The purpose of this amendment is to update information to reflect the current scope of work and associated cost estimates for reconstruction of WEST RAILROAD STREET, LAUREL UPN 10121000 (PROJECT) and increase the CITY funding contribution required to complete the PROJECT.

PARAGRAPH 2 IS AMENDED TO READ:

This PROJECT is in the city of Laurel on West Railroad Street (U-6902) from the junction with 1st Avenue (N-4) to the junction with 8th Avenue (L-56-419A). The scope of work includes reconstruction work on West Railroad Street from the intersection of 1st Avenue to 8th Avenue. This includes one travel lane in each direction, curb, gutter, sidewalks, ADA installations, storm drain installation, and utility relocations to the existing roadway.

5th RECITAL AND FOOTNOTE 1 ARE AMENDED TO READ:

WHEREAS, the current estimated cost for all phases of the PROJECT is approximately \$10,441,000¹ including indirect costs (IDC) and inflation.

FN 1 Cost estimate includes all phases, inflation, and IDC.

SECTION III C (1) IS AMENDED TO READ:

1. Agree and understand Section 17-1-106 MCA requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's indirect costs as defined by 2 CFR Part 200 Appendix VII. MDT's current IDC rate is 11.32% for fiscal year 2025 (July 1, 2024, to June 30, 2025).
For this PROJECT, MDT billings to the CITY will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY, if this PROJECT extends across more than one fiscal

year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.

SECTION III C (3) AND FOOTNOTE 2 ARE AMENDED TO READ:

3. Agree current PROJECT cost estimate for all phases is \$10,441,000, this includes IDC, contingency, and inflation to FFY27. The CITY is responsible for all project costs in excess of available STPU funds.

Available funding from PROJECT funding sources include:

STPU funds FFY 2027 ² :	\$	5,203,681
Local Funding:	\$	5,237,319
	\$	10,441,000

FN 2 Estimated Annual Allocations are subject to MDT Transportation Commission Approval. Funding projections are based on the best available information and are subject to change given funding uncertainties and unknown impacts of future congressional or other federal and state actions. Surface Transportation Program Urban (STPU) funds available are dependent on the delivery year of the PROJECT.

SECTION IX (7) IS AMENDED TO READ:

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's IDC rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 11.32% for fiscal year 2025 (July 1, 2024, to June 30, 2025). If the work occurs or extends into fiscal year 2026 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

Kelly Strecker
City Clerk/Treasurer
115 West 1st St.
Laurel, MT 59044

- ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue

PO Box 201001
Helena, MT 59620-1001

The remaining terms and provisions of the original Memorandum of Agreement, including any subsequent amendments, remain in full force and effect and are incorporated fully herein.

DRAFT

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF LAUREL

By: _____
Mayor

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Montana Department of Transportation

Approved for Legal Content:

By: _____
MDT Legal Services

Approved for Civil Rights Content:

By: _____
MDT Office of Civil Rights

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF LAUREL AND THE MONTANA DEPARTMENT OF
TRANSPORTATION FOR THE PLANNING AND CONSTRUCTION OF
WEST RAILROAD STREET**

This memorandum of agreement (MOA) by and between CITY of Laurel, 115 W. 1st Street, Laurel, MT 59044 (CITY), and the Montana Department of Transportation, PO Box 201001, Helena, MT 59620-1001 (MDT) establishes the roles, responsibilities, and commitments relative to the planning, costs, and administration responsibilities necessary for the reconstruction of West Railroad Street from 1st Avenue to 8th Avenue within the Laurel Urban Area.

This PROJECT is in the city of Laurel on West Railroad Street (U-6902) from the junction with 1st Avenue (N-4) to the junction with 8th Avenue (L-56-419A). The scope of work includes reconstruction work on West Railroad Street from the intersection of 1st Avenue to 8th Avenue. This includes one travel lane in each direction, new two-way left-turn lane, curb, gutter, sidewalks, and improvements to the existing roadway.

WHEREAS, MDT is responsible for assuring that the planning, design, approvals and environmental clearances, construction, and maintenance of state and federally-designated highway system facilities provide for the benefit of the traveling public in a safe and efficient manner in accordance with Title 23 United States Code (U. S. C.) and related federal regulation and guidance and Title 60, Montana Code Annotated (MCA); and

WHEREAS, the CITY agrees to be responsible for items identified in this MOA and be responsible for preparing the financial package for the PROJECT; and

WHEREAS, the CITY agrees and understands that the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.; and

WHEREAS, the CITY agrees this PROJECT is and will remain the CITY's Urban Highway Program funding priority until constructed; and

WHEREAS, the current estimated cost for all phases of the PROJECT is approximately \$7,600,000¹ including indirect costs (IDC);

WHEREAS, it is mutually agreed upon that a cooperative delineation and identification of duties and responsibilities of the parties is essential to the overall development of this PROJECT.

NOW THEREFORE, the parties set forth below the fundamental duties and responsibilities necessary for this proposed PROJECT.

¹ Cost estimate based on preliminary estimates dated 11/2021, includes all phases, inflation, and IDC.

I. PROJECT DEVELOPMENT**A. MDT:**

1. Will develop and let the PROJECT for construction including consultant management, administration, engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase, right of way acquisition, and utility relocations in preparation to let and to construct the PROJECT.
2. Agrees all design will be in accordance with MDT's Project Development Procedures and Design Manuals and, where applicable, current MDT and AASHTO urban standards.
3. Agrees to collaborate with the CITY and the consultant on design specific details in all public involvement activities.

B. CITY:

1. Agrees to act as the PROJECT sponsor and will provide appropriate and timely input during the PROJECT's development. The CITY will issue local permits for applicable construction activities.
2. Acknowledges PROJECT design decisions and changes have potential to impact PROJECT schedule and fundability.
3. Agrees to participate and support MDT in public forums, present in collaboration with the consultant and MDT design specific details and PROJECT elements.
4. Agrees to update the local Transportation Coordinating Committee (TCC) regularly. Updates to include PROJECT status including PROJECT decisions affecting STPU funding.

II. ENVIRONMENTAL REVIEW**A. MDT:**

1. Will be responsible for the development of documents necessary for compliance with the National Environmental Policy Act (NEPA), 23 CFR 771, Section 106 of the National Historic Preservation Act (NHPA), Section 4(f) of the DOT Act, and the Montana Environmental Policy Act (MEPA), in connection with the actions contemplated in this agreement. MDT will coordinate with FHWA for their approval of the NEPA document, as necessary.

B. All Parties:

1. Understand that the decisions made by MDT and FHWA pursuant hereto and the execution of this agreement do not constitute the irretrievable commitment of resources by MDT or the CITY until all necessary steps are taken with regard to any particular decision to comply with NEPA/MEPA and other applicable state and federal laws.

III. FUNDING**A. MDT:**

1. Will bill the CITY for costs in excess of available federal funding or elements that are not federal-aid eligible prior to programming.

B. CITY:

1. Agrees to and acknowledges its responsibility for all costs associated with the PROJECT in excess of available STPU funds, for 100% of non-federal aid eligible costs, and payback of state and federal funds expended on the PROJECT if required.
2. Will provide any necessary local or non-federal match funds and associated indirect costs to MDT within thirty (30) days of billing. MDT will not submit programming requests to FHWA for individual PROJECT phases until the required matching funds and funds for costs in excess of available federal funds, if any, have been transferred to MDT.
3. Agrees, if the CITY actions cause MDT to terminate the PROJECT development at any time, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT, up to the date of the stoppage.
4. Agrees, if the CITY actions result in federal nonparticipation, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT related to all nonparticipation costs.
5. Will develop a comprehensive financial plan, for MDT review and approval, for the PROJECT. The financial plan must address sources of funds in the event of unanticipated cost overruns. This financial plan must be approved before MDT will request programming for the construction phase of the PROJECT.

C. All Parties:

1. Agree and understand Section 17-1-106 MCA requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's indirect costs as defined by 2 CFR Part 200 Appendix VII. MDT's current indirect cost rate is 10.71% for fiscal year 2023 (July 1, 2022, to June 30, 2023).
For this PROJECT, MDT billings to the CITY will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY, if this PROJECT extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.
2. Agree and understand the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.
3. Agree current PROJECT cost estimate for all phases is \$7,600,000, this includes IDC, contingency, and inflation to FFY26. Project costs will be assessed at final design. If at final design, the estimate exceeds the available STPU funds described in this Section, the CITY will have the option to modify PROJECT features to best fit the PROJECT needs and budget.

PROJECT funding sources include:

STPU funds FFY 2026 ² :	\$ 5,200,000
Local funding:	<u>\$ 2,500,000</u>
	\$ 7,700,000

- 4. Agree PROJECT estimates will be updated at PROJECT milestones or as more refined estimates become available until PROJECT closeout. All Parties will meet regularly during the PROJECT development process and during each phase to exchange PROJECT information, ensure PROJECT and funding are tracking together, and identify any outstanding issues.
- 5. Acknowledge PROJECT design details and changes have potential to impact PROJECT schedule and fundability. PROJECT cost increases above available funding will delay PROJECT delivery timeframes until a complete funding package has been secured.

IV. **PROJECT DESIGN PHASE**

- A. MDT:
 - 1. Will develop constructible design plans, in accordance with MDT design policies, practices, guidelines, and the environmental process for the PROJECT.
 - 2. Will provide the CITY a design phase cost estimate including indirect costs to cover MDT administrative expenses and request for any non-federal match funds.

V. **RIGHT-OF-WAY ACQUISITION**

- A. MDT:
 - 1. Will request federal authorization to proceed with right-of-way acquisitions.
 - 2. Will follow standard procedures to appraise, acquire and certify that all right-of-way donated or purchased for this PROJECT was acquired in accordance with all applicable federal and state laws and regulations required for federal funded projects such as 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulation for Federally Assisted Programs, and the guidelines and procedures contained in MDT’s Right of Way Manual.
 - 3. Acknowledges that any right of way donated toward the PROJECT will reduce the overall PROJECT costs and be considered as participation in the PROJECT funding package, subject to limitations of federal/state match requirements, the right of way requirements of the PROJECT, and subject to FHWA approval.
- B. CITY:
 - 1. Acknowledges that, according to federal regulations, if right-of-way is donated to a PROJECT, the value of the right-of-way can only be credited

²Estimated Annual Allocations are subject to MDT Transportation Commission approval. Funding Projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal and state actions. Surface Transportation Program (STPU) funds available is dependent on the delivery year of the PROJECT.

after notification from MDT that FHWA authorization to proceed with right-of-way acquisition has been issued and is subject to the following provisions:

- a. Any right-of-way acquired or donated for the PROJECT must be procured in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federally Assisted Programs, and the guidelines and procedures contained in MDT's Right of Way Manual. Per MDT Policy Procedure 8.03.004.1, donated right of way for the PROJECT as in in-kind contribution can be used to reduce the overall PROJECT costs, not to match federal funds. Donated right of way will be valued by MDT as consistent with state and federal requirements.

C. All Parties:

1. Agree valuation of CITY's right of way acquired for the PROJECT will be determined by a qualified appraiser per MDT's discretion.

VI. UTILITIES

A. MDT:

1. Will inform the utility companies responsible for water, storm and sanitary sewer, power, gas, and phone of the future plans for the area and encourage the utility companies to make provision for any utility additions, adjustments, or replacement anticipated within 20 years after the estimated completion of the PROJECT.
2. Will prepare necessary utility agreements for facilities that must be moved because of conflicts with the proposed PROJECT.
3. Will follow standard procedures for utility relocations and will coordinate with the CITY.

VII. CONTRACT AWARD ADMINISTRATION

A. MDT:

1. Will provide a detailed breakdown of all estimated PROJECT costs and bill the CITY accordingly for local contributions as necessary to complete the funding package and bill the CITY in advance for construction of the PROJECT no more than (60) days before bid opening.
2. Bid, award, and administer the construction contract for the PROJECT, once a complete funding package is in place, in accordance with the standard MDT procedures, including obtaining concurrence of award from FHWA.
3. Will not award the PROJECT contract without the CITY's concurrence if the bid price exceeds the available funds or exceeds MDT's Project Award Guidelines.

B. CITY:

1. Will submit payment for its portion of PROJECT cost based on the MDT engineer's estimate for the construction and construction engineering costs to the MDT within thirty (30) days of billing.
2. Agrees if the federal government requires a reimbursement or return of any federal funds because a PROJECT doesn't advance due to CITY's failure to make any scheduled payment, the CITY will reimburse MDT for those federal funds within thirty (30) days of billing.

3. Agrees if at bid opening the CITY concurs with cost increases greater than MDT's Project Award Guidelines, the CITY will pay the increased costs in excess of available STPU funds within thirty (30) days of MDT's billing.
4. Agrees if at bid opening the CITY does not concur with cost increases greater than 10% of MDT's estimate, MDT will not award the PROJECT.
5. Agrees payments to this PROJECT will be coordinated through the MDT's Administration Division and will be provided to MDT staff in the form of a check to be deposited and credited to this PROJECT. Please make the check payable to the "Montana Department of Transportation" and send your payment to:

Montana Department of Transportation
Attention: Collections
P.O. Box 201001
Helena, MT 59620-1001

The contact for billing and accounting questions for the MDT will be:
Ben Ternes
Special Project Accountant
P.O. Box 201001
Helena, MT 59620-1001

The contact for billing and accounting questions for the CITY will be:
Kelly Strecker
City Clerk/Treasurer
115 West 1st St.
Laurel, MT 59044

C. All Parties:

1. Agree project costs will be assessed at final design. If at final design, the estimate exceeds the available STPU funds described in Section III, the CITY will have the option to modify PROJECT features to best fit the PROJECT needs and budget.
2. Understand it is possible that the PROJECT estimate may be exceeded once construction has begun. MDT will inform the CITY beforehand, and as early as possible, of anything that appears will result in a cost increase in excess of available STPU funds and will discuss the need for any possible change order with the CITY. It is agreed the CITY does not have the ability to veto or delay, or refuse to pay for, any change orders deemed necessary by MDT. Change orders, costs increase or unforeseen expenses in excess of available STPU funds will be borne by the CITY.
3. Agree the CITY's portion of the cost of any change order will be billed as early as it can be readily determined and will be due and payable by the CITY within thirty (30) days of the statement.
4. Agree within six (6) months after the PROJECT has been finally accepted with the final costs submitted, MDT will submit a final statement to the CITY. The final statement will be in the form of an invoice and provide details of any expenses that may be identified as "miscellaneous," billing the CITY for cost overruns, or it will be a check, for overpayment by the CITY. The CITY must

submit payment to MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the CITY is billed for additional funds, MDT will not participate in any future funding agreements with the CITY until full payment, including interest, is received from the CITY.

VIII. PROJECT CONSTRUCTION PHASE

A. MDT:

1. Will request programming of STPU funds and program local funds necessary to complete the funding package for the construction phase of the proposed PROJECT.

B. CITY:

1. Acknowledges the funding plan must demonstrate that all components of the PROJECT will be completed.
2. Acknowledges FHWA construction phase approval is contingent on an acceptable and comprehensive funding plan for the completed PROJECT.
3. Acknowledges the value of quantifiable materials and other MDT and FHWA approved in-kind contributions can also be credited to reduce overall PROJECT costs if all specifications are met and the transfer of ownership is accomplished after the PROJECT is programmed. No other contributions or services will be credited.

C. All Parties:

1. Agree and understand that MDT's funding contribution is contingent on the conditions described herein and therefore the PROJECT will not be programmed for the construction phase until:
 - a. a funding package for the PROJECT through construction, including contingencies and overruns, is in place to MDT's satisfaction; and
 - b. all approvals, clearances and permits are obtained.

IX. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the CITY violates or breaches any term, condition, or article of this Agreement and the CITY has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the CITY's representative, of such violation or breach of any term, condition, or article of this Agreement.
3. **Other Agreements** – Other Agreements pertaining to the PROJECT area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The CITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and

reasonable attorney fees) arising in favor of or asserted by the CITY's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the CITY, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the CITY, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the CITY.

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The CITY must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

- a. It is agreed, if any repairs to the elements of the PROJECT must be performed to address or prevent a public hazard, the CITY will immediately protect the area from public access, contact the appropriate MDT District

Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's IDC rate is determined annually as a percentage of the PROJECT'S direct costs to cover the PROJECT'S share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.71% for fiscal year 2023 (July 1, 2022, to June 30, 2023). If the work occurs or extends into fiscal year 2024 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

Kelly Strecker
City Clerk/Treasurer
115 West 1st St.
Laurel, MT 59044

- ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The CITY will require that during the performance of any work arising out of this Agreement the CITY, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this Agreement.

12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT policies and guidelines for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series.
13. Audit – The CITY grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the CITY maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
 - a. CITY's Representative: The CITY's Representative for this Agreement shall be the CITY Manager or designee or such other individual as CITY shall designate in writing. Whenever approval or authorization from or communication or submission to CITY is required by this Agreement, such communication or submission shall be directed to the CITY's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when CITY's Representative is not available, MDT may direct its communication or submission to other designated CITY personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, CITY may direct its direction or communication or submission to other designated MDT personnel or agents.
17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

CITY OF LAUREL

DocuSigned by:
David Waggoner
By: AFB77EE0A9364CE...
City Manager

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Rob Stapley
By: 2AB3774C705D42B... Date: 1/2/2023
Montana Department of Transportation

Approved for Legal Content:

DocuSigned by:
Valerie Balukas Attorney MDT
By: 438370D1D1D44CE...
MDT Legal Services

Approved for Civil Rights Content:

DocuSigned by:
Megan Handl, Civil Rights
By: 4EE5888EF563494...
Office of Civil Rights

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, income-level & Limited
English Proficiency

State protected classes

Race, color, national origin, parental/marital status,
pregnancy, childbirth, or medical conditions related to
pregnancy or childbirth, religion/creed, social origin or
condition, genetic information, sex, sexual orientation,
gender identification or expression, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran status,
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-dis crimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit B

MONTANA TRANSPORTATION COMMISSION POLICY STATEMENT

Adopted by the Montana Transportation Commission
during regular session on April 7, 1998 – Revised November 22, 2002
Policy Number _____ 06

URBAN HIGHWAY PROGRAM BORROW POLICY

Background

Each year the Transportation Commission allocates a portion of the Federal Aid Surface Transportation Program funds to the Urban Highway System. The annual allocation is used to fund construction projects on the designated urban highways in Montana's fifteen urban areas.

State statutes and past commission action have allowed urban areas to borrow against their anticipated Urban Highway Program funds. Recognizing that Urban Highways Program funds are apportioned solely on the basis of urban population and that the apportionments vary greatly among the fifteen urban areas, this policy seeks to better manage the program through setting understandable borrowing limits.

Policy

1. The projects must be on the State Urban Highway System as defined by the Montana Transportation Commission to be eligible for Urban Highway Program funds.
2. Each city (urban area) can borrow up to five years of its current year apportionment for the benefit of eligible projects but the total amount advanced cannot exceed one-half the total amount apportioned to the State Urban Highway Program.

File Attachments for Item:

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Consultant Agreement With Peaks Planning And Consulting LLC.

RESOLUTION NO. R24-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE CONSULTANT AGREEMENT WITH PEAKS PLANNING AND
CONSULTING LLC.**

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

Section 1: Approval. The Consultant Agreement by and between the City of Laurel (hereinafter “the City”) and Peaks Planning and Consulting LLC, for consulting services for a TIF District Coordinator, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Consultant Agreement with Peaks Planning and Consulting LLC on behalf of the City.

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

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

APPROVED by the Mayor on the ____ day of August, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective from August 13, 2024, to June 30, 2028 (“Effective Dates”) between the City of Laurel, Montana (“Owner”) and Peaks Planning and Consulting LLC (“Consultant”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: Tax Increment District (TIF) Coordinator (“Project”).

Consultant’s services under this Agreement are generally identified as follows: On-Call TIF Coordinator (“Services”).

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above (“Additional Services”).
- B. Consultant shall complete its Services within a reasonable period of time.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s Services is impaired, or Consultant’s Services are delayed or suspended, then the time for completion of Consultant’s Services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.
- D. The Owner’s authorized representative is the Planning Director or his designee.

2.01 *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant’s invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Direct Labor, Plus Reimbursables*

- A. Owner shall pay Consultant for Services as follows:
 - 1. An amount equal to Consultant's Direct Labor Costs as outlined in Exhibit 'A' for services of Consultant's employees engaged in the Project, plus reimbursable expenses. Reimbursable expenses include accommodations, meals plus gratuity associated with work on the Project.
 - 2. Sub-consultants shall be reimbursed at the rate of 115% of actual invoiced costs including reimbursables. Consultant shall not use sub-consultants without prior authorization from Owner.
- B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees and in accordance with Exhibit 'A'; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
 - b. By Consultant:
 - 1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Consultant shall have no liability to Owner on account of a termination for cause by Client.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant or sub-consultants shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant or sub-consultants have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Consultant or sub-consultants shall not be responsible for the acts or omissions of any Constructor.
- C. Consultant or sub-consultants neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.
- E. Owner shall have all rights and title to the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and sub-consultants;
 - 3. such limited license to Owner shall not create any rights in third parties.
- F. Owner and Consultant may transmit, and shall accept, 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, in accordance with a mutually agreeable protocol.
- G. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$2,000,000 or the total amount of compensation received by Consultant, whichever is greater.
- H. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the

dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Scope of Work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Dates of which is indicated on page 1.

Owner: City of Laurel, Montana

Consultant: Peaks Planning and Consulting, LLC

By: _____

Print name: Dave Waggoner

Title: Mayor

Date Signed: _____

By: _____

Print name: Forrest Sanderson

Title: President

Date Signed: _____

Address for Owner's receipt of notices:

City of Laurel

Attn: Kelly Strecker, Clerk/Treasurer

115 West 1st Street

Laurel MT 59044

Address for Consultant's receipt of notices:

Peaks Planning & Consulting LLC

P.O. Box 307

Roberts MT 59070

Consultant's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Planning Phase

A. Consultant shall, in accordance with Locally Adopted Rules and Regulations:

1. Tax Increment District Coordinator.
 - a. Advise and Assist the City authorities in the coordination of TIF programs, policies and activities; and
 - b. Serve as the primary liaison between the LURA Board and the Laurel City Council; and
 - c. Provide staff assistance to LURA; and
 - d. Provide assistance to parties interested in utilizing TIF funding to develop or improve commercial property within the TIF District; and
 - e. Assist in the negotiation of TIF Agreements on behalf of LURA; and
 - f. Monitor the implementation of TIF projects and agreements; and
 - g. Prepare the annual budget of the TIF Special Allocation Fund; and
 - h. Prepare the annual report of the TIF District as required by statute; and
 - i. Provide advice as needed to the City authorities on related financial matters, including but not limited to property tax levies, bonded indebtedness, utility rates, investment of funds, and budgeting. and
 - j. Other general duties as assigned by the LURA Board.
2. Other Planning Related Items as deemed appropriate by the LURA Board or Governing Body.
3. Prepare Staff Reports and Recommendations to the LURA Board and Governing Body.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Consultant shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.
1. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Consultant.
 3. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 4. Undertaking investigations and studies.
 5. Furnishing services of other Consultants for other than Basic Services.
 6. Services during out-of-town travel required of Consultant, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 7. Assistance to Owner in training Owner's staff.
 8. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
 9. Overtime work requiring higher than regular rates.
 10. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Owner.
 11. Other additional services performed or furnished by Consultant not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Consultant shall advise Owner that Consultant is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Consultant need not request or obtain specific advance written authorization from Owner. Consultant shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. NONE.

Hourly Rate Schedule

Peaks Planning LLC

The below standard hourly rates are subject to review and adjustment annually as of June 30, 2025. Hourly rates for services effective July 1, 2024.

Principal Planner/Owner_____ \$165.00

Project Engineer_____ \$165.00*.

Project Assistant_____ \$75.00

Sub-Consultant_____ Actual Cost Plus 15%

*Project Engineer (Doug Whitney MIC) is not a sub-consultant for the purposes of this agreement. All invoices for MIC will follow the Peaks Planning and Consulting format, protocols and standards for submittal to the City of Laurel.

File Attachments for Item:

6. Budget Discussion

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 2 of 27
Report ID: B240A1

100 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
						23-24	23-24	24-25	24-25	24-25	24-25
1000 GENERAL											
410580 Data Processing											
312	Networking Fees			123		130	0%	130		130	100%
355	Data Processing Services	2,639	2,785	2,698	2,990	2,700	111%	2,700		2,700	100%
397	Contracted Services	8,930	6,528	5,726	5,060	6,500	78%	6,500		6,500	100%
	Account:	11,569	9,313	8,547	8,050	9,330	86%	9,330	0	9,330	100%
410600 Elections											
350	Professional Services		4,289		4,613	4,500	103%	5,000		5,000	111%
	Account:		4,289		4,613	4,500	103%	5,000	0	5,000	111%
460100 Library Services											
920	Buildings				49,915	55,000	91%	17,000		17,000	31%
	\$9,834.24 Library Soffit and Facia Project thru HB355										
	Account:				49,915	55,000	91%	17,000	0	17,000	30%
470330 Contribution to Economic Development											
356	Consultant's Services	2,259	2,298	2,325	2,356	2,500	94%	2,500		2,500	100%
	Account:	2,259	2,298	2,325	2,356	2,500	94%	2,500	0	2,500	100%
470400 Planning											
335	Memberships & Dues	469	469	469	469	500	94%	500		500	100%
350	Professional Services	3,137	20,700	11,926		15,000	0%	300,000		300,000	2000%
	\$250,000 - SB 382 Land use Management Plan										
	\$50,000 - Engineering Services										
	Account:	3,606	21,169	12,395	469	15,500	3%	300,500	0	300,500	1938%
480300 Air Quality Control											
791	Air Pollution Control			1,158		2,500	0%	2,500		2,500	100%
	Account:			1,158		2,500	0%	2,500	0	2,500	100%
510100 Special Assessments											
540	Special Assessments	2,991	2,906	2,931	3,135	3,200	98%	3,200		3,200	100%
	Account:	2,991	2,906	2,931	3,135	3,200	98%	3,200	0	3,200	100%
510200 Judgements and Losses											
811	Liability Deductibles			3,000	4,500	3,000	150%	4,500		4,500	150%
	Account:			3,000	4,500	3,000	150%	4,500	0	4,500	150%
521100 Other Financing Uses - Retirement											
200	Supplies				141	500	28%	500		500	100%
	Account:				141	500	28%	500	0	500	100%
	Fund:	20,425	39,975	30,356	73,179	96,030	76%	345,030	0	345,030	359%
	Orgn:	20,425	39,975	30,356	73,179	96,030	76%	345,030	0	345,030	359%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 3 of 27
Report ID: B240A1

110 CITY COUNCIL

					Current	%	Prelim.	Budget	Final	% Old	
----- Actuals -----					Budget	Exp.	Budget	Changes	Budget	Budget	
Account	Object	20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
410100 Legislative Services											
110	Salaries and Wages	46,036	49,608	50,198	50,809	53,000	96%	52,800	_____	52,800	100%
142	Workers' Compensation	253	292	344	295	355	83%	350	_____	350	99%
144	Life Insurance	120	122	136	133	168	79%	170	_____	170	101%
145	FICA	3,521	3,795	3,839	3,887	3,900	100%	4,100	_____	4,100	105%
220	Operating Supplies	2,548	2,083	200	1,850	2,100	88%	2,000	_____	2,000	95%
312	Networking Fees	5,672	5,550	5,396	5,029	5,700	88%	5,300	_____	5,300	93%
335	Memberships & Dues	2,645	3,215	160	3,684	3,600	102%	7,200	_____	7,200	200%
Montana League of Cities and Towns Membership											
337	Advertising		244	80		150	0%	50	_____	50	33%
356	Consultant's Services		1,125			250	0%	100	_____	100	40%
362	Office Machinery & Equip.		4,783	2,654		2,500	0%	2,500	_____	2,500	100%
370	Travel		483			4,000	0%	2,000	_____	2,000	50%
380	Training Services	495	914		501	500	100%	525	_____	525	105%
	Account:	61,290	72,214	63,007	66,188	76,223	87%	77,095	0	77,095	101%
	Fund:	61,290	72,214	63,007	66,188	76,223	87%	77,095	0	77,095	101%
	Orgn:	61,290	72,214	63,007	66,188	76,223	87%	77,095	0	77,095	101%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 4 of 27
Report ID: B240A1

120 MAYOR

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25
1000 GENERAL											
410200 Executive Services											
110	Salaries and Wages	27,846	23,027	28,917	27,846	29,000	96%	29,000		29,000	100%
138	Vision Insurance	86	36	86	85	86	99%	86		86	100%
139	Dental Insurance	418	446	516	521	516	101%	574		574	111%
142	Workers' Compensation	153	136	198	161	214	75%	215		215	100%
143	Health Insurance	10,415	8,272	10,794	11,409	11,530	99%	10,101		10,101	88%
144	Life Insurance	24	20	79	68	99	69%	80		80	81%
145	FICA	2,130	1,761	2,212	2,130	2,350	91%	2,350		2,350	100%
149	ST/LT Disability			537	500	600	83%	600		600	100%
220	Operating Supplies	706	984	123	1,452	1,500	97%	1,500		1,500	100%
311	Postage		14			500	0%	100		100	20%
312	Networking Fees	2,830	2,772	2,503	2,482	2,900	86%	2,900		2,900	100%
335	Memberships & Dues			60		100	0%	100		100	100%
343	Cellular Telephone	600	719	603	596	1,000	60%	1,000		1,000	100%
356	Consultant's Services	3,300				2,000	0%	1,000		1,000	50%
370	Travel				336	500	67%	500		500	100%
380	Training Services	250			401	500	80%	500		500	100%
392	Administrative Services	1,365				0	0%			0	0%
Account:		50,123	38,187	46,628	47,987	53,395	90%	50,606	0	50,606	94%
Fund:		50,123	38,187	46,628	47,987	53,395	90%	50,606	0	50,606	94%
Orgn:		50,123	38,187	46,628	47,987	53,395	90%	50,606	0	50,606	94%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 7 of 27
Report ID: B240A1

130 CITY COURT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25
1000 GENERAL											
410300 Judicial Services											
110	Salaries and Wages	43,079	44,197	45,829	44,380	46,000	96%	46,000		46,000	100%
138	Vision Insurance	86	86	86	85	86	99%	80		80	93%
139	Dental Insurance	418	536	516	521	516	101%	575		575	111%
142	Workers' Compensation	237	261	315	257	350	73%	350		350	100%
143	Health Insurance	10,463	10,513	10,839	11,490	11,530	100%	10,102		10,102	88%
144	Life Insurance	72	72	127	112	130	86%	130		130	100%
145	FICA	3,232	3,318	3,443	3,332	3,600	93%	3,600		3,600	100%
149	ST/LT Disability			844	398	860	46%	500		500	58%
202	Hosting District Meetings		103	50		100	0%	100		100	100%
210	Office Supplies & Materia	1,481	2,377	1,615	1,615	2,000	81%	2,000		2,000	100%
220	Operating Supplies	1,828	1,357	2,223	1,485	2,400	62%	2,400		2,400	100%
252	Map and Code Books	425				500	0%	800		800	160%
300	Purchased Services	180	226	71	1,195	500	239%	1,200		1,200	240%
311	Postage	1,318	1,131	917	932	1,000	93%	800		800	80%
312	Networking Fees	1,677	1,677	838	17	1,000	2%	500		500	50%
321	Printing, Forms, etc.	829	620	594	545	700	78%	700		700	100%
322	Books/Catalogs, etc.	489	967	1,011	350	1,000	35%	500		500	50%
335	Memberships & Dues	350	200	570	350	450	78%	450		450	100%
343	Cellular Telephone	220	484	498	499	600	83%	600		600	100%
360	Repair & Maintenance Serv				547	500	109%	600		600	120%
370	Travel	1,298	1,948	1,897	800	2,000	40%	2,000		2,000	100%
380	Training Services	580	600	75		300	0%	500		500	167%
394	Jury and Witness Fees	383	70	30	60	400	15%	200		200	50%
397	Contracted Services	25	1,295		3,236	2,500	129%	4,500		4,500	180%
	Account:	68,670	72,038	72,388	72,206	79,022	91%	79,187	0	79,187	100%
410360 City/Municipal Court											
110	Salaries and Wages	79,564	70,630	84,250	93,291	98,750	94%	97,000		97,000	98%
111	Overtime		5,405	1,719	118	1,700	7%	1,500		1,500	88%
138	Vision Insurance	86	121	86	79	200	40%	200		200	100%
139	Dental Insurance	418	715	1,068	1,072	1,200	89%	1,200		1,200	100%
141	Unemployment Insurance	199	266	258	234	300	78%	400		400	133%
142	Workers' Compensation	784	209	246	216	300	72%	325		325	108%
143	Health Insurance	23,687	16,002	20,743	21,064	23,059	91%	18,000		18,000	78%
144	Life Insurance	144	102	234	190	250	76%	200		200	80%
145	FICA	5,605	5,728	6,332	6,909	6,800	102%	7,200		7,200	106%
149	ST/LT Disability			761	731	825	89%	825		825	100%
194	Flex Medical	1,075	650	1,250	1,400	1,400	100%	1,400		1,400	100%
335	Memberships & Dues		35	35		100	0%	120		120	120%
339	Certification Renewal	75		50		100	0%	100		100	100%
370	Travel					2,500	0%	2,500		2,500	100%
380	Training Services	500	450	450	225	500	45%	500		500	100%
946	Computer Eq/Software					0	0%	11,500		11,500	*****
	For the Record Software and Equipment										
	Account:	112,137	100,313	117,482	125,529	137,984	91%	142,970	0	142,970	103%
	Fund:	180,807	172,351	189,870	197,735	217,006	91%	222,157	0	222,157	102%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 8 of 27
Report ID: B240A1

130 CITY COURT		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		24-25	24-25	24-25	24-25	23-24	23-24	24-25	24-25	24-25	24-25
Orgn:		180,807	172,351	189,870	197,735	217,006	91%	222,157	0	222,157	102%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 9 of 27
Report ID: B240A1

150 CITY CLERK

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25
1000 GENERAL											
410500 Financial Services											
110	Salaries and Wages	103,764	94,504	93,523	79,080	108,000	73%	92,000		92,000	85%
111	Overtime		1,461	5,933	110	5,900	2%	2,000		2,000	34%
138	Vision Insurance	165	300	43	94	300	31%	200		200	67%
139	Dental Insurance	1,097	2,022	999	756	1,500	50%	1,000		1,000	67%
141	Unemployment Insurance	259	336	301	198	500	40%	400		400	80%
142	Workers' Compensation	929	329	285	182	625	29%	400		400	64%
143	Health Insurance	23,034	9,196	20,365	15,822	24,000	66%	15,000		15,000	63%
144	Life Insurance	166	129	211	156	255	61%	250		250	98%
145	FICA	7,840	7,210	7,403	5,947	7,800	76%	6,800		6,800	87%
149	ST/LT Disability			872	727	1,000	73%	900		900	90%
194	Flex Medical	1,362	1,300	725	856	1,300	66%	1,200		1,200	92%
210	Office Supplies & Materia	3,195	2,694	3,498	3,544	4,000	89%	4,000		4,000	100%
220	Operating Supplies	10,760	7,993	6,395	3,288	10,000	33%	8,000		8,000	80%
311	Postage	4,128	3,180	2,262	2,421	5,000	48%	3,000		3,000	60%
312	Networking Fees	5,016	4,851	6,470	6,068	6,400	95%	6,400		6,400	100%
322	Books/Catalogs, etc.		550		350	1,000	35%	550		550	55%
335	Memberships & Dues	342	638	490	294	1,000	29%	500		500	50%
337	Advertising	373	466	1,710	282	2,000	14%	1,000		1,000	50%
339	Certification Renewal		200		200	200	100%	200		200	100%
343	Cellular Telephone	1,467	1,448	506	499	1,500	33%	700		700	47%
353	Accounting and Auditing	42,580	41,277	68,643	62,118	60,000	104%	64,000		64,000	107%
355	Data Processing Services				170	500	34%			0	0%
356	Consultant's Services			1,863		1,500	0%	500		500	33%
362	Office Machinery & Equip.	145	98	125	474	2,500	19%	2,500		2,500	100%
370	Travel	274	515	633		1,000	0%	1,000		1,000	100%
380	Training Services	842	1,192	327	30	500	6%	400		400	80%
393	Recording Documents			-5		200	0%			0	0%
397	Contracted Services	30,013	44,641	39,632	57,925	57,000	102%	59,000		59,000	104%
	\$13,178.85 Clear Gov										
530	Rent	946	869	922	1,138	1,500	76%	1,400		1,400	93%
946	Computer Eq/Software				13,183	5,000	264%	15,000		15,000	300%
	Account:	238,697	227,399	264,131	255,912	311,980	82%	288,300	0	288,300	92%
	Fund:	238,697	227,399	264,131	255,912	311,980	82%	288,300	0	288,300	92%
	Orgn:	238,697	227,399	264,131	255,912	311,980	82%	288,300	0	288,300	92%

Page: 10 of 27
Report ID: B240A1

					Current	%	Prelim.	Budget	Final	%	
					Budget	Exp.	Budget	Changes	Budget	Budget	
Account	Object	20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
1100 Legal Services											
110	Salaries and Wages	34,791	22,118			0	0%	80,000		80,000	*****%
138	Vision Insurance	293	171			0	0%	75		75	*****%
139	Dental Insurance	1,280	961			0	0%	575		575	*****%
141	Unemployment Insurance	87	77			0	0%	1,200		1,200	*****%
142	Workers' Compensation	191	131			0	0%	4,100		4,100	*****%
143	Health Insurance	9,325	5,351			0	0%	10,101		10,101	*****%
144	Life Insurance	72	42			0	0%	75		75	*****%
145	FICA	2,662	1,692			0	0%	5,600		5,600	*****%
149	ST/LT Disability					0	0%	700		700	*****%
210	Office Supplies & Materia		1,538			0	0%			0	0%
220	Operating Supplies	147	954	3,388	703	3,500	20%	3,000		3,000	86%
312	Networking Fees	2,830	2,945	3,458	3,016	3,600	84%	3,500		3,500	97%
337	Advertising		440		414	0	***%	300		300	*****%
338	Code Review and Audit	1,516	2,924	2,533	2,791	3,000	93%	3,000		3,000	100%
343	Cellular Telephone	459	1,108	498	499	500	100%	550		550	110%
370	Travel		1,019	768	942	1,000	94%	1,000		1,000	100%
380	Training Services		980	-275		500	0%	500		500	100%
397	Contracted Services	67,200	103,200	136,827	145,325	145,000	100%	78,000		78,000	54%
	Account:	120,853	145,651	147,197	153,690	157,100	98%	192,276	0	192,276	122%
	Fund:	120,853	145,651	147,197	153,690	157,100	98%	192,276	0	192,276	122%
	Orgn:	120,853	145,651	147,197	153,690	157,100	98%	192,276	0	192,276	122%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 11 of 27
Report ID: B240A1

180 CITY HALL

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
						23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
410500 Financial Services											
220	Operating Supplies			-80		0	0%			0	0%
	Account:			-80		0	***%	0	0	0	0%
411200 Facilities Administration											
110	Salaries and Wages	3,040	5,534	5,913	5,553	6,100	91%			0	0%
138	Vision Insurance	218	226	226	218	230	95%			0	0%
139	Dental Insurance	24	168	162	65	170	38%			0	0%
141	Unemployment Insurance	8	19	18	14	25	56%			0	0%
142	Workers' Compensation	126	71	81	72	85	85%			0	0%
143	Health Insurance	2,134	3,134	3,253	1,448	3,500	41%			0	0%
144	Life Insurance	3	7	17	6	25	24%			0	0%
145	FICA	233	423	452	425	450	94%			0	0%
149	ST/LT Disability			53	27	100	27%			0	0%
194	Flex Medical					100	0%			0	0%
220	Operating Supplies	15,858	9,893	12,225	9,443	15,000	63%	15,000		15,000	100%
231	Gas, Oil, Diesel Fuel, Gr		39			50	0%	50		50	100%
337	Advertising			30	48	100	48%	100		100	100%
341	Electric Utility Services	7,330	7,185	7,578	9,476	10,000	95%	10,000		10,000	100%
344	Gas Utility Service	2,538	4,287	4,862	3,246	5,200	62%	5,000		5,000	96%
345	Telephone	6,697	11,575	12,161	13,162	13,000	101%	13,500		13,500	104%
350	Professional Services	11,610	7,237		555	8,000	7%	3,000		3,000	38%
361	Motor Vehicle Repair & Ma		85	110	352	125	282%	500		500	400%
366	Building Maintenance	3,047	17,087	18,292	35,776	25,000	143%	30,000		30,000	120%
	\$25840.00 Council Chambers Air Conditioning System HB355										
397	Contracted Services	8,582	6,750	7,084	11,856	20,000	59%	23,500		23,500	118%
	\$13,015 - Laserfische										
	\$10,460- Municode										
398	Janitorial Service	9,300				0	0%	14,000		14,000	*****%
	\$14,000- Puritan Cleaning Service										
943	Vehicle(s)	25,194				0	0%			0	0%
	Account:	95,942	73,720	72,517	91,742	107,260	86%	114,650	0	114,650	106%
	Fund:	95,942	73,720	72,437	91,742	107,260	86%	114,650	0	114,650	106%
	Orgn:	95,942	73,720	72,437	91,742	107,260	86%	114,650	0	114,650	106%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 12 of 27
Report ID: B240A1

200 POLICE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
						23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
410500 Financial Services											
311	Postage			5	36	0	***%			0	0%
	Account:			5	36	0	***%	0	0	0	0%
420100 Law Enforcement Services											
110	Salaries and Wages	816,997	838,165	884,026	890,388	1,065,505	84%	1,099,196		1,099,196	103%
111	Overtime	58,700	52,221	72,117	75,760	88,000	86%	92,000		92,000	105%
138	Vision Insurance	950	961	907	789	1,115	71%	1,200		1,200	108%
139	Dental Insurance	4,640	6,006	5,514	5,988	6,450	93%	7,500		7,500	116%
141	Unemployment Insurance	2,412	3,116	2,907	2,430	3,000	81%	3,000		3,000	100%
142	Workers' Compensation	36,097	22,549	30,967	26,223	32,000	82%	35,000		35,000	109%
143	Health Insurance	152,222	141,745	151,735	147,520	155,000	95%	155,000		155,000	100%
144	Life Insurance	1,008	945	1,701	1,424	2,000	71%	2,000		2,000	100%
145	FICA	12,257	12,534	13,343	13,650	13,500	101%	15,970		15,970	118%
146	PERS		18			0	0%			0	0%
147	MPORS	110,620	108,065	109,784	105,513	130,000	81%	144,000		144,000	111%
149	ST/LT Disability			7,540	6,526	7,900	83%	7,900		7,900	100%
194	Flex Medical	1,200	600	745	600	1,200	50%	1,200		1,200	100%
210	Office Supplies & Materia	1,601	1,852	2,100	35,638	2,000	***%	8,200		8,200	410%
220	Operating Supplies	14,069	18,105	16,684	30,600	23,000	133%	27,000		27,000	117%
231	Gas, Oil, Diesel Fuel, Gr	21,192	32,344	26,182	18,859	26,000	73%	23,500		23,500	90%
239	Tires/Tubes/Chains	1,869	1,949	609	2,483	2,500	99%	2,500		2,500	100%
311	Postage	944	590	1,476	699	1,500	47%	1,500		1,500	100%
312	Networking Fees	12,464	13,763	14,033	13,728	15,000	92%	15,000		15,000	100%
316	Radio Services			973		1,000	0%	1,000		1,000	100%
335	Memberships & Dues	1,071	1,505	1,399	3,034	1,500	202%	2,500		2,500	167%
336	Public Relations		250	305	190	500	38%	500		500	100%
337	Advertising		673	4,370	3,140	4,500	70%	4,500		4,500	100%
343	Cellular Telephone	4,577	4,667	4,994	7,791	5,500	142%	15,000		15,000	273%
347	Towing	200	375	-125	100	300	33%	300		300	100%
350	Professional Services			1,468	2,000	1,500	133%	1,500		1,500	100%
351	Medical, Dental, Veterina	1,183	853	8,040	620	4,000	16%	3,000		3,000	75%
355	Data Processing Services					1,000	0%	1,000		1,000	100%
361	Motor Vehicle Repair & Ma	20,588	13,651	18,579	13,617	17,000	80%	21,800		21,800	128%
362	Office Machinery & Equip.	701	2,004		2,716	4,800	57%	4,800		4,800	100%
366	Building Maintenance			113		0	0%			0	0%
370	Travel	5,389	7,204	9,573	1,743	10,000	17%	6,000		6,000	60%
380	Training Services	8,105	21,756	19,482	13,218	22,000	60%	22,000		22,000	100%
397	Contracted Services	26,403	8,077	13,430	33,637	19,000	177%	22,500		22,500	118%
811	Liability Deductibles		972			972	0%			0	0%
943	Vehicle(s)	45,215	57,512		66,484	80,000	83%			0	0%
	Account:	1,362,674	1,375,027	1,424,971	1,527,108	1,749,242	87%	1,748,066	0	1,748,066	99%
420120 Facilities											
366	Building Maintenance				6,407	0	***%			0	0%
	Account:				6,407	0	***%	0	0	0	0%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 13 of 27
Report ID: B240A1

200 POLICE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25
420160 Communications											
110	Salaries and Wages	301,616	296,916	322,879	339,887	340,000	100%	353,218		353,218	104%
111	Overtime	12,307	10,830	12,058	11,851	15,000	79%	15,000		15,000	100%
138	Vision Insurance	429	343	343	345	430	80%	325		325	76%
139	Dental Insurance	2,023	2,075	2,064	2,128	2,065	103%	2,296		2,296	111%
141	Unemployment Insurance	785	1,077	1,012	879	1,300	68%	1,300		1,300	100%
142	Workers' Compensation	13,017	9,399	11,033	9,692	11,200	87%	11,500		11,500	103%
143	Health Insurance	66,817	64,628	68,755	71,802	72,050	100%	68,700		68,700	95%
144	Life Insurance	410	402	760	673	790	85%	750		750	95%
145	FICA	21,955	21,511	23,474	24,636	26,400	93%	28,000		28,000	106%
149	ST/LT Disability			2,719	2,754	2,700	102%	2,900		2,900	107%
	Account:	419,359	407,181	445,097	464,647	471,935	98%	483,989	0	483,989	102%
440600 Animal Control Services											
110	Salaries and Wages		24,724	46,440	46,780	49,000	95%	52,000		52,000	106%
111	Overtime					900	0%	900		900	100%
138	Vision Insurance		54	86	85	86	99%	80		80	93%
139	Dental Insurance		334	516	521	516	101%	575		575	111%
141	Unemployment Insurance		87	140	117	155	75%	135		135	87%
142	Workers' Compensation		762	1,548	1,303	1,600	81%	1,670		1,670	104%
143	Health Insurance		6,535	10,794	11,410	11,530	99%	10,101		10,101	88%
144	Life Insurance		45	127	112	123	91%	123		123	100%
145	FICA		1,863	3,515	3,541	3,800	93%	4,030		4,030	106%
146	PERS					4,500	0%			0	0%
149	ST/LT Disability			331	361	340	106%	380		380	112%
220	Operating Supplies		1,146	287	186	1,200	16%	1,200		1,200	100%
226	Clothing and Uniforms			46		400	0%	400		400	100%
231	Gas, Oil, Diesel Fuel, Gr		48	311	2,044	3,000	68%	3,000		3,000	100%
239	Tires/Tubes/Chains		655	55		700	0%	700		700	100%
316	Radio Services				1,007	2,000	50%	500		500	25%
343	Cellular Telephone					0	0%	500		500	****%
361	Motor Vehicle Repair & Ma				298	2,000	15%	2,000		2,000	100%
366	Building Maintenance	116				0	0%			0	0%
397	Contracted Services				5,000	6,000	83%	6,000		6,000	100%
	Yellowstone Valley Animal Shelter										
	Account:	116	36,253	64,196	72,765	87,850	83%	84,294	0	84,294	95%
Fund:											
		1,782,149	1,818,461	1,934,269	2,070,963	2,309,027	90%	2,316,349	0	2,316,349	100%
Orgn:											
		1,782,149	1,818,461	1,934,269	2,070,963	2,309,027	90%	2,316,349	0	2,316,349	100%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 14 of 27
Report ID: B240A1

230 FAP

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
420120 Facilities											
110	Salaries and Wages	5,125	9,329	9,966	9,359	11,000	85%			0	0%
138	Vision Insurance	19	45	45	30	46	65%			0	0%
139	Dental Insurance	102	283	272	182	285	64%			0	0%
141	Unemployment Insurance	13	33	30	23	40	58%			0	0%
142	Workers' Compensation	212	120	138	122	145	84%			0	0%
143	Health Insurance	2,196	5,282	5,483	4,060	6,000	68%			0	0%
144	Life Insurance	5	13	30	17	40	43%			0	0%
145	FICA	392	714	763	716	780	92%			0	0%
149	ST/LT Disability			84	57	85	67%			0	0%
220	Operating Supplies	2,793	2,300	3,108	1,997	3,500	57%	3,500		3,500	100%
336	Public Relations			-7,794		0	0%			0	0%
341	Electric Utility Services	23,439	22,146	24,495	30,081	28,000	107%	32,000		32,000	114%
344	Gas Utility Service	8,229	16,074	17,731	11,553	18,000	64%	16,000		16,000	89%
345	Telephone	6,894	6,831	7,120	7,254	11,000	66%	8,000		8,000	73%
366	Building Maintenance	13,926	25,164	32,827	18,798	20,000	94%	30,000		30,000	150%
397	Contracted Services	942	285	706	2,577	1,000	258%	1,500		1,500	150%
398	Janitorial Service					0	0%	9,000		9,000	*****%
\$9,000 Puritan Cleaning Service											
975	Safety Equipment		18,746	7,794		0	0%			0	0%
Account:		64,287	107,365	102,798	86,826	99,921	87%	100,000	0	100,000	100%
Fund:		64,287	107,365	102,798	86,826	99,921	87%	100,000	0	100,000	100%
Orgn:		64,287	107,365	102,798	86,826	99,921	87%	100,000	0	100,000	100%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 15 of 27
Report ID: B240A1

240 FIRE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
						23-24	23-24	24-25	24-25	24-25	24-25
1000 GENERAL											
420400 Fire Protection & Control											
110	Salaries and Wages	97,822	98,910	109,727	113,469	160,222	71%	155,000		155,000	97%
138	Vision Insurance				28	0	***%	75		75	****%
139	Dental Insurance				177	516	34%	575		575	111%
141	Unemployment Insurance	245	369	353	293	595	49%	600		600	101%
142	Workers' Compensation	6,127	6,253	7,374	6,657	10,270	65%	9,000		9,000	88%
143	Health Insurance				3,724	9,000	41%	10,101		10,101	112%
144	Life Insurance	792	888	852	718	1,000	72%	1,000		1,000	100%
145	FICA	7,484	7,848	8,726	8,872	13,470	66%	13,000		13,000	97%
146	PERS					4,080	0%			0	0%
149	ST/LT Disability				122	500	24%	500		500	100%
190	Other Personal Services	4,590	4,089	3,938	3,413	4,500	76%	4,000		4,000	89%
194	Flex Medical				209	600	35%	600		600	100%
210	Office Supplies & Materia	514	867	954	3,130	1,500	209%	1,500		1,500	100%
217	Fire Investigation	2,976	1,692	2,798	2,418	3,000	81%	3,000		3,000	100%
220	Operating Supplies	32,354	17,549	33,025	20,053	30,000	67%	25,000		25,000	83%
223	Meals/Food	4,239	2,293	1,937	2,862	4,300	67%	3,500		3,500	81%
226	Clothing and Uniforms	24,820	27,083	24,483	53,201	39,700	134%	55,000		55,000	139%
231	Gas, Oil, Diesel Fuel, Gr	11,851	14,054	17,118	14,068	18,000	78%	18,000		18,000	100%
232	Motor Vehicle Parts	6,539	9,203	12,612	12,272	15,000	82%	15,000		15,000	100%
233	Machinery & Equipment Par	10,869	6,059	5,288	6,395	10,000	64%	10,000		10,000	100%
239	Tires/Tubes/Chains	7,159	2,896	3,201	7,774	5,000	155%	5,000		5,000	100%
241	Consumable Tools	788	317	167	277	1,000	28%	1,000		1,000	100%
252	Map and Code Books		46			0	0%			0	0%
261	Photo Supplies	665	1,289	77		1,500	0%	500		500	33%
300	Purchased Services	1,783	1,783	1,933	556	2,500	22%	1,500		1,500	60%
311	Postage	2			4	0	***%			0	0%
312	Networking Fees	6,708	5,798	5,977	5,806	6,000	97%	6,000		6,000	100%
316	Radio Services	5,880	3,910	5,358	14,020	15,000	93%	15,000		15,000	100%
335	Memberships & Dues	964	465	80	300	900	33%	900		900	100%
336	Public Relations	546	2,878	3,561	2,172	4,000	54%	3,000		3,000	75%
337	Advertising	78			138	0	***%	100		100	****%
343	Cellular Telephone	907	1,574	4,918	4,762	4,500	106%	3,500		3,500	78%
350	Professional Services	275	462	581		1,000	0%	1,000		1,000	100%
351	Medical, Dental, Veterina	1,516			30	1,000	3%	500		500	50%
355	Data Processing Services	312		400		500	0%	300		300	60%
360	Repair & Maintenance Serv	15,262				0	0%			0	0%
361	Motor Vehicle Repair & Ma	7,332	9,698	12,368	20,276	15,000	135%	20,000		20,000	133%
369	Other Repair & Maint Serv	6,727	96,460	10,205	18,205	10,000	182%	15,000		15,000	150%
370	Travel				1,143	3,000	38%	3,000		3,000	100%
371	Safety Program	8,731	4,879	7,132	22,617	7,200	314%	7,200		7,200	100%
380	Training Services	4,195	4,186	3,413	1,780	6,000	30%	3,000		3,000	50%
397	Contracted Services	520	444	468	4,674	10,000	47%	5,000		5,000	50%
Pintler Services											
732	Purchases from Donations/		670	3,900	1,976	4,104	48%	9,544		9,544	233%
940	Machinery & Equipment			47,400		0	0%			0	0%
943	Vehicle(s)		79,504		137,919	190,586	72%			0	0%
Account:		281,572	414,416	340,324	496,510	615,043	81%	426,495	0	426,495	69%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 16 of 27
Report ID: B240A1

240 FIRE DEPARTMENT

		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

420420	Facilities										
232	Motor Vehicle Parts				42	0	***%			0	0%
	Account:				42	0	***%	0	0	0	0%
490000	Debt Service										
610	Principal	23,282	23,575	11,825	11,519	11,519	100%	23,497		23,497	204%
	Brush Truck										
620	Interest	883	486	92	5,210	5,210	100%	9,961		9,961	191%
	Brush Truck										
	Account:	24,165	24,061	11,917	16,729	16,729	100%	33,458	0	33,458	200%
	Fund:	305,737	438,477	352,241	513,281	631,772	81%	459,953	0	459,953	72%
	Orgn:	305,737	438,477	352,241	513,281	631,772	81%	459,953	0	459,953	72%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 17 of 27
Report ID: B240A1

250 FIRE INSPECTIONS

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25
1000 GENERAL											
420500 Protective Inspections											
110	Salaries and Wages	8,929	19,491	9,996	8,044	23,000	35%	12,000		12,000	52%
111	Overtime	11	140			500	0%	200		200	40%
138	Vision Insurance	14	25	27	13	50	26%	50		50	100%
139	Dental Insurance	71	155	75	78	165	47%	165		165	100%
141	Unemployment Insurance	22	69	28	20	70	29%	70		70	100%
142	Workers' Compensation	49	116	69	47	115	41%	90		90	78%
143	Health Insurance	1,771	2,977	3,372	1,712	4,000	43%	2,500		2,500	63%
144	Life Insurance	12	21	37	17	50	34%	40		40	80%
145	FICA	684	1,498	765	616	1,240	50%	800		800	65%
146	PERS					150	0%			0	0%
149	ST/LT Disability			172	68	240	28%	200		200	83%
194	Flex Medical	180	180	96	90	180	50%	150		150	83%
210	Office Supplies & Materia	29	67	125		700	0%	300		300	43%
220	Operating Supplies	150	165			500	0%	500		500	100%
231	Gas, Oil, Diesel Fuel, Gr		34			700	0%	500		500	71%
300	Purchased Services		150			350	0%	200		200	57%
343	Cellular Telephone	276	388	174	270	175	154%	300		300	171%
370	Travel				199	400	50%	400		400	100%
380	Training Services					850	0%	400		400	47%
397	Contracted Services					100	0%	100		100	100%
Account:		12,198	25,476	14,936	11,174	33,535	33%	18,965	0	18,965	56%
Fund:		12,198	25,476	14,936	11,174	33,535	33%	18,965	0	18,965	56%
Orgn:		12,198	25,476	14,936	11,174	33,535	33%	18,965	0	18,965	56%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 18 of 27
Report ID: B240A1

253 BUILDING DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
420500 Protective Inspections											
110	Salaries and Wages	13,373	41,752	23,892	39,765	45,000	88%	43,000		43,000	96%
111	Overtime	9	325			300	0%	200		200	67%
138	Vision Insurance	17	61	37	59	60	98%	60		60	100%
139	Dental Insurance	86	382	226	365	516	71%	500		500	97%
141	Unemployment Insurance	33	147	66	100	225	44%	225		225	100%
142	Workers' Compensation	67	247	162	223	250	89%	260		260	104%
143	Health Insurance	1,268	7,421	4,740	7,987	7,300	109%	7,300		7,300	100%
144	Life Insurance	15	51	49	78	72	108%	85		85	118%
145	FICA	1,024	3,207	1,828	3,044	2,840	107%	3,500		3,500	123%
146	PERS					300	0%			0	0%
149	ST/LT Disability			171	320	280	114%	380		380	136%
194	Flex Medical	420	420	224	420	420	100%	225		225	54%
200	Supplies					100	0%			0	0%
220	Operating Supplies	2,257	1,687	994	794	1,200	66%	1,200		1,200	100%
231	Gas, Oil, Diesel Fuel, Gr	47	85	277	1,374	1,000	137%	1,500		1,500	150%
240	Other Repair & Maintenanc		128		843	1,000	84%	1,000		1,000	100%
300	Purchased Services					750	0%	300		300	40%
312	Networking Fees	2,830	4,079	4,029	3,990	4,000	100%	4,100		4,100	103%
335	Memberships & Dues	524	1,180	1,197		1,000	0%	1,000		1,000	100%
337	Advertising	78		1,520	26	500	5%	300		300	60%
343	Cellular Telephone	645	1,094	521	811	1,500	54%	1,500		1,500	100%
370	Travel		431		875	1,500	58%	1,200		1,200	80%
380	Training Services	64	87	1,165	470	1,500	31%	500		500	33%
Account:		22,757	62,784	41,098	61,544	71,613	86%	68,335	0	68,335	95%
Fund:		22,757	62,784	41,098	61,544	71,613	86%	68,335	0	68,335	95%
Orgn:		22,757	62,784	41,098	61,544	71,613	86%	68,335	0	68,335	95%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 19 of 27
Report ID: B240A1

255 CODE ENFORCEMENT/SAFETY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
						23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
420130 City Safety Administration											
110	Salaries and Wages	37,118			8,043	22,000	37%	13,000		13,000	59%
111	Overtime	76				0	0%			0	0%
138	Vision Insurance	64			13	64	20%	65		65	102%
139	Dental Insurance	309			78	300	26%	150		150	50%
141	Unemployment Insurance	93			20	250	8%	200		200	80%
142	Workers' Compensation	204			47	350	13%	200		200	57%
143	Health Insurance	7,690			1,712	10,532	16%	2,500		2,500	24%
144	Life Insurance	54			17	54	31%	50		50	93%
145	FICA	2,845			624	2,845	22%	1,000		1,000	35%
146	PERS					940	0%			0	0%
149	ST/LT Disability				82	300	27%	200		200	67%
194	Flex Medical				90	150	60%	100		100	67%
220	Operating Supplies	629	300			600	0%	500		500	83%
380	Training Services					500	0%	400		400	80%
Account:		49,082	300		10,726	38,885	28%	18,365	0	18,365	47%
420500 Protective Inspections											
110	Salaries and Wages	7,238				5,000	0%	500		500	10%
111	Overtime	10				300	0%	50		50	17%
138	Vision Insurance	12				60	0%			0	0%
139	Dental Insurance	58				320	0%	100		100	31%
141	Unemployment Insurance	18				20	0%	20		20	100%
142	Workers' Compensation	40				145	0%	100		100	69%
143	Health Insurance	1,458				0	0%			0	0%
144	Life Insurance	10				55	0%	25		25	45%
145	FICA	555				2,700	0%	500		500	19%
194	Flex Medical					420	0%	100		100	24%
200	Supplies					700	0%			0	0%
220	Operating Supplies	767	4			600	0%	100		100	17%
231	Gas, Oil, Diesel Fuel, Gr	42				0	0%			0	0%
300	Purchased Services					200	0%			0	0%
312	Networking Fees	3,409	376	40	41	3,000	1%	100		100	3%
343	Cellular Telephone	276	69			500	0%	300		300	60%
370	Travel					300	0%	200		200	67%
Account:		13,893	449	40	41	14,320	0%	2,095	0	2,095	14%
Fund:											
Fund:		62,975	749	40	10,767	53,205	20%	20,460	0	20,460	38%
Orgn:											
Orgn:		62,975	749	40	10,767	53,205	20%	20,460	0	20,460	38%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 20 of 27
Report ID: B240A1

270 AMBULANCE

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
						23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
420400 Fire Protection & Control											
232	Motor Vehicle Parts		852				0 0%			0	0%
	Account:		852				0 ***%	0	0	0	0%
420730 Emergency Medical Services (Ambulance)											
110	Salaries and Wages	257,933	262,082	347,450	333,723	380,000	88%	697,000		697,000	183%
111	Overtime	14,623	18,577	29,222	61,789	56,350	110%	55,442		55,442	98%
138	Vision Insurance	464	407	507	584	520	112%	810		810	156%
139	Dental Insurance	2,283	2,412	2,967	3,652	3,100	118%	6,360		6,360	205%
141	Unemployment Insurance	750	973	1,124	1,218	1,185	103%	1,800		1,800	152%
142	Workers' Compensation	16,980	16,949	23,721	27,504	25,800	107%	50,550		50,550	196%
143	Health Insurance	56,413	46,102	63,627	78,966	68,399	115%	111,107		111,107	162%
144	Life Insurance	680	744	1,095	1,021	1,465	70%	1,500		1,500	102%
145	FICA	20,851	21,473	28,818	37,353	31,265	119%	49,000		49,000	157%
149	ST/LT Disability			2,895	3,094	3,137	99%	4,300		4,300	137%
194	Flex Medical	1,692	888	3,923	3,807	3,600	106%	6,600		6,600	183%
210	Office Supplies & Materia	269	581	208	581	800	73%	800		800	100%
220	Operating Supplies	4,345	7,649	9,136	5,144	4,500	114%	5,000		5,000	111%
222	Laboratory & Medical Supp	51,788	28,886	20,242	27,013	30,000	90%	30,000		30,000	100%
226	Clothing and Uniforms	9,004	3,969	16	1,281	1,500	85%	1,500		1,500	100%
229	Other Operating Supplies		1,387		-289	0	***%			0	0%
231	Gas, Oil, Diesel Fuel, Gr	7,097	10,685	13,824	12,442	13,000	96%	14,000		14,000	108%
232	Motor Vehicle Parts	679	2,244	3,393	354	5,000	7%	5,000		5,000	100%
239	Tires/Tubes/Chains	1,717	20	2,212		1,500	0%	1,500		1,500	100%
256	Paramedic/Reinburs			5,000	6,667	15,000	44%	15,000		15,000	100%
311	Postage	66	15	34	11	50	22%	50		50	100%
312	Networking Fees	4,550	4,598	5,019	4,381	5,000	88%	5,000		5,000	100%
316	Radio Services		100	2,452	1,860	1,500	124%	1,500		1,500	100%
335	Memberships & Dues	176	215	1,168	993	1,500	66%	1,500		1,500	100%
336	Public Relations	1,513	528	62	4,546	1,000	455%	1,000		1,000	100%
343	Cellular Telephone	4,550	3,781	3,903	4,207	4,500	93%	4,700		4,700	104%
350	Professional Services	5,000	6,148	5,000	5,000	5,000	100%	10,000		10,000	200%
351	Medical, Dental, Veterina		65	120	163	800	20%	300		300	38%
360	Repair & Maintenance Serv	111	253	5,693	500	6,240	8%	5,000		5,000	80%
361	Motor Vehicle Repair & Ma	7,872	1,196	13,061	7,025	11,000	64%	11,000		11,000	100%
362	Office Machinery & Equip.				2,716	2,800	97%	2,800		2,800	100%
369	Other Repair & Maint Serv	80		54	149	100	149%	200		200	200%
370	Travel		2,050	1,630		2,000	0%	5,000		5,000	250%
380	Training Services	7,757	1,739	904	1,249	3,000	42%	3,000		3,000	100%
397	Contracted Services	41,219	43,262	48,283	54,432	45,000	121%	53,250		53,250	118%
940	Machinery & Equipment	3,600				0	0%			0	0%
943	Vehicle(s)			55,869		25,000	0%	25,000		25,000	100%
946	Computer Eq/Software	15,243		9,085	1,957	2,000	98%	2,000		2,000	100%
948	Medical Equipment	177,396				0	0%			0	0%
	Account:	716,701	489,978	711,717	695,093	762,611	91%	1,188,569	0	1,188,569	155%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 21 of 27
Report ID: B240A1

270 AMBULANCE

		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

430730	Source of Supply										
397	Contracted Services		12			0	0%			0	0%
	Account:		12			0	***%	0	0	0	0%

490000	Debt Service										
620	Interest	1,064	213			0	0%			0	0%
	Account:	1,064	213			0	***%	0	0	0	0%

Fund:		717,765	491,055	711,717	695,093	762,611	91%	1,188,569	0	1,188,569	155%

Orgn:		717,765	491,055	711,717	695,093	762,611	91%	1,188,569	0	1,188,569	155%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 22 of 27
Report ID: B240A1

340 CITY SHOP		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
411200 Facilities Administration											
920 Buildings			2,381				0 0%			0	0%
Account:			2,381				0 ***%	0	0	0	0%
430200 Road & Street Services											
220 Operating Supplies			28		26		0 ***%			0	0%
312 Networking Fees				93			0 0%			0	0%
366 Building Maintenance					612		0 ***%			0	0%
Account:			28	93	638		0 ***%	0	0	0	0%
430220 Facilities											
110 Salaries and Wages		5,558	6,948	7,669	7,671	8,100	95%	6,000		6,000	74%
111 Overtime		37	3		2	100	2%	50		50	50%
138 Vision Insurance		12	20	19	15	50	30%	20		20	40%
139 Dental Insurance		56	117	113	85	130	65%	60		60	46%
141 Unemployment Insurance		14	26	23	19	35	54%	30		30	86%
142 Workers' Compensation		148	109	127	110	140	79%	130		130	93%
143 Health Insurance		1,285	2,212	977	1,699	1,100	154%	800		800	73%
144 Life Insurance		6	8	18	14	30	47%	30		30	100%
145 FICA		426	532	585	585	600	98%	400		400	67%
146 PERS						100	0%			0	0%
149 ST/LT Disability				123	-151	175	-86%	175		175	100%
194 Flex Medical		11	12	49	26	90	29%	90		90	100%
220 Operating Supplies		7,929	12,730	5,603	5,024	6,700	75%	6,700		6,700	100%
226 Clothing and Uniforms		169	261	250		500	0%	500		500	100%
231 Gas, Oil, Diesel Fuel, Gr			423	5,401	6,099	5,500	111%	5,600		5,600	102%
233 Machinery & Equipment Par		1,171	832	1,388	285	1,500	19%	1,500		1,500	100%
312 Networking Fees		5,324	5,879	5,628	5,690	5,500	103%	5,500		5,500	100%
335 Memberships & Dues		530	711	1,052	1,050	1,100	95%	1,100		1,100	100%
341 Electric Utility Services		11,831	11,988	12,982	14,424	14,000	103%	1,400		1,400	10%
343 Cellular Telephone		563	559	1,811	560	2,000	28%	1,500		1,500	75%
344 Gas Utility Service		6,478	10,436	12,899	8,302	15,000	55%	15,000		15,000	100%
345 Telephone		711	771	787	791	850	93%	750		750	88%
350 Professional Services		473				350	0%	350		350	100%
351 Medical, Dental, Veterina				105		300	0%			0	0%
366 Building Maintenance		9,517	2,380	10,000	2,963	20,000	15%	20,000		20,000	100%
Account:		52,249	56,957	67,609	55,263	83,950	66%	67,685	0	67,685	80%
430900 Cemetery Services											
220 Operating Supplies					184		0 ***%			0	0%
Account:					184		0 ***%	0	0	0	0%
Fund:		52,249	59,366	67,702	56,085	83,950	67%	67,685	0	67,685	80%
Orgn:		52,249	59,366	67,702	56,085	83,950	67%	67,685	0	67,685	80%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 23 of 27
Report ID: B240A1

350 CEMETERY		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
430400 Transit Systems											
220	Operating Supplies			45		0	0%			0	0%
Account:				45		0	***%	0	0	0	0%
430900 Cemetery Services											
110	Salaries and Wages	53,000	38,241	36,729	34,832	39,830	87%	35,000		35,000	88%
111	Overtime	135	10	1	2	10	20%	10		10	100%
138	Vision Insurance	17	17	19	38	25	152%	40		40	160%
139	Dental Insurance	210	120	129	255	130	196%	300		300	231%
141	Unemployment Insurance	134	134	111	87	135	64%	100		100	74%
142	Workers' Compensation	3,339	1,761	1,715	1,359	1,800	76%	1,500		1,500	83%
143	Health Insurance	8,968	6,260	5,641	4,834	6,200	78%	4,700		4,700	76%
144	Life Insurance	50	38	64	35	100	35%	100		100	100%
145	FICA	3,792	2,670	2,655	2,677	2,800	96%	2,500		2,500	89%
149	ST/LT Disability			332	242	450	54%	300		300	67%
194	Flex Medical	518	291	357	505	400	126%	400		400	100%
220	Operating Supplies	2,530	1,596	3,469	1,591	4,700	34%	3,000		3,000	64%
226	Clothing and Uniforms	250				0	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr	2,843	3,440	1,172	563	4,000	14%	3,000		3,000	75%
233	Machinery & Equipment Par	2,832	6,005	3,509	1,554	6,000	26%	4,000		4,000	67%
239	Tires/Tubes/Chains	13	558			1,000	0%	500		500	50%
337	Advertising	167	168	216	216	400	54%	300		300	75%
350	Professional Services					300	0%			0	0%
351	Medical, Dental, Veterina	100				350	0%			0	0%
365	Tree Pruning/Grounds Main					2,000	0%	2,000		2,000	100%
397	Contracted Services	40				1,000	0%	500		500	50%
900	Capital Outlay			16,000		18,000	0%	10,000		10,000	56%
980	Lawn Mower					0	0%	12,000		12,000	*****
Lawn mower for cemetery											
Account:		78,938	61,309	72,119	48,790	89,630	54%	80,250	0	80,250	89%
430920 Facilities											
341	Electric Utility Services	2,430	2,093	1,947	2,430	3,000	81%	3,000		3,000	100%
344	Gas Utility Service	854	1,268	1,160	747	1,300	57%	1,100		1,100	85%
366	Building Maintenance					2,000	0%	1,000		1,000	50%
Account:		3,284	3,361	3,107	3,177	6,300	50%	5,100	0	5,100	80%
Fund:											
		82,222	64,670	75,271	51,967	95,930	54%	85,350	0	85,350	88%
Orgn:											
		82,222	64,670	75,271	51,967	95,930	54%	85,350	0	85,350	88%

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 25 of 27
Report ID: B240A1

370 PARKS

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
						23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
430900 Cemetery Services											
220	Operating Supplies			33		0	0%			0	0%
	Account:			33		0	***%	0	0	0	0%
460430 Parks											
110	Salaries and Wages	61,914	64,713	72,314	78,386	76,000	103%	76,000		76,000	100%
111	Overtime	267	7	2	159	10	***%	200		200	2000%
138	Vision Insurance	12	13	22	77	35	220%	100		100	286%
139	Dental Insurance	109	98	157	518	225	230%	550		550	244%
141	Unemployment Insurance	155	226	222	197	250	79%	250		250	100%
142	Workers' Compensation	4,055	3,249	3,864	3,584	4,500	80%	4,500		4,500	100%
143	Health Insurance	10,342	10,464	9,923	8,873	11,528	77%	8,500		8,500	74%
144	Life Insurance	65	60	107	88	200	44%	150		150	75%
145	FICA	4,216	4,400	5,197	6,026	5,500	110%	5,600		5,600	102%
149	ST/LT Disability			453	393	600	66%	600		600	100%
194	Flex Medical	419	512	563	964	600	161%	1,100		1,100	183%
212	Trees, Shrubs, etc.	2,249	2,200	155	4,750	2,200	216%	5,000		5,000	227%
220	Operating Supplies	5,711	14,734	16,377	14,005	15,000	93%	18,000		18,000	120%
226	Clothing and Uniforms	250	179		243	2,000	12%	1,500		1,500	75%
231	Gas, Oil, Diesel Fuel, Gr	2,541	5,867	8,709	6,475	8,800	74%	8,800		8,800	100%
233	Machinery & Equipment Par	35,767	10,289	10,318	8,484	12,000	71%	12,000		12,000	100%
239	Tires/Tubes/Chains	25	1,227	452	1,663	3,000	55%	3,000		3,000	100%
312	Networking Fees			40	41	500	8%	500		500	100%
336	Public Relations	95				3,000	0%	100		100	3%
337	Advertising	671		395	52	800	7%	500		500	63%
339	Certification Renewal			200		200	0%	100		100	50%
341	Electric Utility Services	975	1,261	1,643	1,956	2,000	98%	2,000		2,000	100%
343	Cellular Telephone	155	161	49		300	0%	300		300	100%
344	Gas Utility Service	1,415	2,178	1,906	1,197	2,100	57%	2,100		2,100	100%
350	Professional Services		9,992	1,250	708	2,000	35%	1,500		1,500	75%
351	Medical, Dental, Veterina	105	170	105	170	300	57%	300		300	100%
360	Repair & Maintenance Serv		6,641		475	2,000	24%	1,500		1,500	75%
365	Tree Pruning/Grounds Main		4,700	13,481	10,335	12,000	86%	12,000		12,000	100%
366	Building Maintenance	819	14,069	1,064	9,383	15,500	61%	15,000		15,000	97%
370	Travel		34			1,000	0%	500		500	50%
380	Training Services					500	0%	200		200	40%
397	Contracted Services	2,066	236	350	944	500	189%	500		500	100%
452	Gravel and Sand				1,662	1,000	166%	3,000		3,000	300%
542	Accommodation Tax		330	2,102	4,384	4,000	110%	5,000		5,000	125%
936	Parks & Recreation Facili					0	0%	42,900		42,900	*****%
	Final Splash Park Payment										
937	Irrigation System					0	0%	80,000		80,000	*****%
	\$80,000 Kiwanis Park new sprinkler system										
950	Park Development	308,604	176,483		48,104	75,000	64%	75,000		75,000	100%
980	Lawn Mower					0	0%	12,000		12,000	*****%
	Account:	443,002	334,493	151,420	214,296	265,148	81%	400,850	0	400,850	151%

Page: 26 of 27
Report ID: B240A1

Current	%	Prelim.	Budget	Final	% Old
Budget	Exp.	Budget	Changes	Budget	Budget
23-24	23-24	24-25	24-25	24-25	24-25

08/02/24
15:27:50

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 27 of 27
Report ID: B240A1

900 TRANSFER		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

1000 GENERAL											
521000 Interfund Operating Transfers Out											
820	Transfers to Other Funds	4,400	140,000	140,000	140,000	155,000	90%	140,001		140,001	90%
821	Grant Match Transfer	7,400	7,400	7,400	7,400	7,400	100%	7,405		7,405	100%
	Account:	11,800	147,400	147,400	147,400	162,400	91%	147,406	0	147,406	90%
	Fund:	11,800	147,400	147,400	147,400	162,400	91%	147,406	0	147,406	90%
	Orgn:	11,800	147,400	147,400	147,400	162,400	91%	147,406	0	147,406	90%
Grand Total:		4,767,277	4,699,141	4,805,124	4,806,058	5,588,956		6,164,686	0	6,164,686	

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 1 of 13
Report ID: B240A1

500 WATER PLANT

						Current	%	Prelim.	Budget	Final	% Old
----- Actuals -----						Budget	Exp.	Budget	Changes	Budget	Budget
Account	Object	20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

5210 WATER											
430540 Purification and Treatment											
110	Salaries and Wages	430,579	417,193	497,573	529,999	541,912	98%	570,000		570,000	105%
111	Overtime	1,127	697	5,880	3,142	15,800	20%	15,800		15,800	100%
138	Vision Insurance	533	551	674	550	680	81%	600		600	88%
139	Dental Insurance	2,981	3,625	3,951	3,793	4,065	93%	4,500		4,500	111%
141	Unemployment Insurance	1,098	1,414	1,512	1,338	1,625	82%	1,800		1,800	111%
142	Workers' Compensation	16,348	7,580	15,020	15,063	18,000	84%	18,000		18,000	100%
143	Health Insurance	72,833	46,989	92,831	96,699	99,793	97%	97,000		97,000	97%
144	Life Insurance	515	484	988	943	1,000	94%	1,200		1,200	120%
145	FICA	33,567	30,870	38,325	40,461	40,000	101%	42,000		42,000	105%
146	PERS	80,866	47,432	97,469	47,479	45,000	106%	47,000		47,000	104%
149	ST/LT Disability			3,916	4,321	4,500	96%	4,500		4,500	100%
194	Flex Medical	1,601	2,121	6,087	4,166	6,500	64%	6,500		6,500	100%
220	Operating Supplies	13,002	8,180	29,966	34,339	25,000	137%	25,000		25,000	100%
221	Chemicals	98,196	112,389	120,114	161,649	135,000	120%	165,000		165,000	122%
222	Laboratory & Medical Supp	15,147	2,319	4,475	1,710	8,000	21%	8,000		8,000	100%
226	Clothing and Uniforms	1,029	683		190	1,200	16%	1,200		1,200	100%
231	Gas, Oil, Diesel Fuel, Gr	4,016	2,336	2,828	6,245	4,000	156%	7,000		7,000	175%
232	Motor Vehicle Parts	3,851	111	438		5,000	0%	2,000		2,000	40%
233	Machinery & Equipment Par	16,021	10,046	11,092	2,682	16,000	17%	16,000		16,000	100%
241	Consumable Tools	291	94			3,000	0%	1,000		1,000	33%
263	Safety Supplies	63	659			8,000	0%	2,000		2,000	25%
312	Networking Fees	2,822	2,981	3,023	2,440	5,000	49%	5,000		5,000	100%
335	Memberships & Dues	668	678			1,500	0%	1,500		1,500	100%
337	Advertising	378	390	1,383	336	2,500	13%	2,500		2,500	100%
339	Certification Renewal	461	741	1,388	482	2,000	24%	2,000		2,000	100%
341	Electric Utility Services	151,232	159,431	164,802	191,571	200,000	96%	200,000		200,000	100%
343	Cellular Telephone	270	575	86	257	1,200	21%	1,200		1,200	100%
344	Gas Utility Service	15,891	27,969	32,875	17,967	35,000	51%	35,000		35,000	100%
345	Telephone	836	1,007	1,075	1,179	1,100	107%	1,100		1,100	100%
349	Quality Testing	7,477	6,822	5,841	7,575	10,000	76%	10,000		10,000	100%
350	Professional Services	8,723	5,874	3,384	6,097	15,000	41%	15,000		15,000	100%
351	Medical, Dental, Veterina	743	251	613		1,000	0%	1,000		1,000	100%
355	Data Processing Services					2,000	0%			0	0%
360	Repair & Maintenance Serv			4,644		5,000	0%	3,000		3,000	60%
364	Water/Sewer Struct. & Equ	25,283	20,534	84,067	130,234	350,000	37%	250,000		250,000	71%
366	Building Maintenance	3,087	5,586	4,122	1,331	50,000	3%	50,000		50,000	100%
370	Travel		1,618	559	93	4,000	2%	4,000		4,000	100%
380	Training Services	628	2,515	-89	1,400	3,000	47%	3,000		3,000	100%
397	Contracted Services	5,955	1,224	8,478	17,887	9,000	199%	16,000		16,000	178%
511	Insurance on Bldgs/Imprvm	9,479				9,500	0%	9,500		9,500	100%
513	Liability	17,326	19,716	19,115	19,399	19,399	100%	22,155		22,155	114%
514	Vehicle/Equipment Insuran	324				325	0%			0	0%
519	Pollution Insurance					500	0%			0	0%
533	Machinery & Equipment Rent	5,110	1,800			30,000	0%	20,000		20,000	67%
544	Discharge Permit Fee	1,125	1,500	1,425	1,500	3,000	50%	3,000		3,000	100%
900	Capital Outlay					50,000	0%	50,000		50,000	100%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 2 of 13
Report ID: B240A1

500 WATER PLANT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
						23-24	23-24	24-25	24-25	24-25	24-25
920	Buildings					380,000	0%	380,000		380,000	100%
930	Improvements Other than B				201,302	1,500,000	13%	500,000		500,000	33%
940	Machinery & Equipment					300,000	0%			0	0%
943	Vehicle(s)					0	0%	30,000		30,000	*****
	Matt New Pickup										
946	Computer Eq/Software				142,810	560,000	26%	560,000		560,000	100%
	Account:	1,051,482	956,985	1,269,930	1,698,629	4,534,099	37%	3,211,055	0	3,211,055	70%
430550 Transmission & Distribution											
220	Operating Supplies			400	12	0	***%			0	0%
	Account:			400	12	0	***%	0	0	0	0%
490000 Debt Service											
610	Principal		-85,000		107,000	213,000	50%	314,000		314,000	147%
	WRF-17371 \$93,000										
	WRF-19431 \$221,000										
620	Interest	128,514	109,500	83,480	50,200	81,385	62%	99,920		99,920	123%
	WRF-17371 \$25,000										
	WRF-19431 \$74,920										
630	Agent/Administrative Fees			20,870		10,173	0%	24,980		24,980	246%
	WRF-17371 \$6250										
	WRF-19431 \$18730										
	Account:	128,514	24,500	104,350	157,200	304,558	52%	438,900	0	438,900	144%
510400 Depreciation											
830	Deprec-Closed to Retained	942,738	971,117	1,004,383		750,000	0%	850,000		850,000	113%
	Account:	942,738	971,117	1,004,383		750,000	0%	850,000	0	850,000	113%
	Fund:	2,122,734	1,952,602	2,379,063	1,855,841	5,588,657	33%	4,499,955	0	4,499,955	80%
5410 SOLID WASTE											
430540 Purification and Treatment											
220	Operating Supplies		265			0	0%			0	0%
	Account:		265			0	***%	0	0	0	0%
	Fund:		265			0	0%	0	0	0	0%
	Orgn:	2,122,734	1,952,867	2,379,063	1,855,841	5,588,657	33%	4,499,955	0	4,499,955	80%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 3 of 13
Report ID: B240A1

540 WATER SYSTEM						Current	%	Prelim.	Budget	Final	% Old
		Actuals				Budget	Exp.	Budget	Changes	Budget	Budget
Account	Object	20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

5210 WATER											
430540 Purification and Treatment											
220	Operating Supplies				46	0	***%			0	0%
343	Cellular Telephone			23		0	0%			0	0%
Account:				23	46	0	***%	0	0	0	0%
430550 Transmission & Distribution											
110	Salaries and Wages	131,841	183,039	194,158	208,531	219,875	95%	335,000		335,000	152%
111	Overtime	2,716	2,074	2,644	1,705	3,500	49%	3,500		3,500	100%
138	Vision Insurance	166	194	266	274	300	91%	325		325	108%
139	Dental Insurance	935	1,365	1,569	1,678	1,600	105%	2,100		2,100	131%
141	Unemployment Insurance	315	619	619	527	800	66%	1,000		1,000	125%
142	Workers' Compensation	5,979	6,671	8,442	6,910	8,900	78%	9,200		9,200	103%
143	Health Insurance	23,415	36,435	37,871	40,494	42,500	95%	42,500		42,500	100%
144	Life Insurance	163	233	435	394	500	79%	500		500	100%
145	FICA	9,502	13,102	15,236	15,822	17,000	93%	18,000		18,000	106%
146	PERS	11,018	15,668	18,054	18,503	20,000	93%	21,000		21,000	105%
149	ST/LT Disability			1,758	1,751	2,500	70%	2,500		2,500	100%
194	Flex Medical	800	952	1,993	2,142	2,800	77%	2,800		2,800	100%
220	Operating Supplies	27,068	13,926	24,541	19,160	26,000	74%	26,000		26,000	100%
226	Clothing and Uniforms	548	1,735	368		1,800	0%	1,800		1,800	100%
230	Repair & Maintenance Supp	6,612	13,378	9,077	3,186	15,000	21%	15,000		15,000	100%
231	Gas, Oil, Diesel Fuel, Gr	4,974	8,819	11,430	13,116	15,000	87%	16,000		16,000	107%
232	Motor Vehicle Parts	3,716	5,388	3,805	4,716	5,000	94%	5,000		5,000	100%
233	Machinery & Equipment Par	7,395	14,793	6,764	24,940	30,000	83%	30,000		30,000	100%
239	Tires/Tubes/Chains		205		322	3,000	11%	3,000		3,000	100%
241	Consumable Tools	568	1,201			2,000	0%			0	0%
263	Safety Supplies	1,323	496			2,000	0%	1,500		1,500	75%
311	Postage	3,366	3,918	5,549	7,118	5,800	123%	6,400		6,400	110%
312	Networking Fees		47	88	63	1,000	6%	1,000		1,000	100%
337	Advertising	507	1,215		12	1,500	1%	1,000		1,000	67%
339	Certification Renewal	90	370	240	1,075	1,000	108%	1,200		1,200	120%
341	Electric Utility Services	8,005	11,291	8,897	9,773	15,600	63%	15,600		15,600	100%
343	Cellular Telephone	748	2,120	2,703	1,533	3,000	51%	3,000		3,000	100%
350	Professional Services	31,796	39,476	12,816	6,189	45,000	14%	50,000		50,000	111%
351	Medical, Dental, Veterina	405	819	128	401	1,000	40%	1,000		1,000	100%
355	Data Processing Services	200	100	3,632		3,700	0%	2,500		2,500	68%
360	Repair & Maintenance Serv	25	6,348		19,326	15,000	129%	20,000		20,000	133%
362	Office Machinery & Equip.				33,500	25,000	134%	25,000		25,000	100%
367	Water/Sewer Lines Repair	33,865	61,071	72,532	68,373	65,000	105%	200,000		200,000	308%
368	Curb Box Repair/Replace	16,234	9,632	3,820	3,193	25,000	13%	25,000		25,000	100%
370	Travel	842	2,237	1,176	71	3,000	2%	3,000		3,000	100%
380	Training Services	-320	2,446	870	515	5,000	10%	5,000		5,000	100%
397	Contracted Services	1,671	1,623	8,349	6,696	5,000	134%	16,000		16,000	320%
452	Gravel and Sand					4,000	0%			0	0%
511	Insurance on Bldgs/Imprvm	6,320	4,854	5,812	7,045	7,045	100%	8,365		8,365	119%
513	Liability	6,959	5,412	8,309	7,871	7,871	100%	8,989		8,989	114%
514	Vehicle/Equipment Insuran	738	3,178	2,121	3,566	3,566	100%	3,566		3,566	100%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 4 of 13
Report ID: B240A1

540 WATER SYSTEM

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
530 Rent		181,889	181,889	181,889	181,889	175,000	104%	182,000		182,000	104%
532 Land Rental/Easements		5,470	2,143	722	722	11,800	6%	11,800		11,800	100%
533 Machinery & Equipment Rent						1,000	0%			0	0%
540 Special Assessments						4,500	0%			0	0%
543 Service Connection Fee		5,594	5,594	5,594	5,594	6,000	93%	6,100		6,100	102%
811 Liability Deductibles		1,285				0	0%			0	0%
901 MISC CAPITAL PROJECTS						1,000,000	0%	2,000,000		2,000,000	200%
938 Replace Water/Sewer Line					228,130	100,000	228%	300,000		300,000	300%
943 Vehicle(s)						0	0%	30,000		30,000	*****%
Matt New Pickup											
949 Mini Excavator						125,000	0%	150,000		150,000	120%
Account:		544,743	666,076	664,277	956,826	2,086,457	46%	3,613,245	0	3,613,245	173%
430551 Murray Heights Subdivision - Booster Station											
220 Operating Supplies		56				1,000	0%	500		500	50%
231 Gas, Oil, Diesel Fuel, Gr						1,000	0%			0	0%
241 Consumable Tools						500	0%			0	0%
341 Electric Utility Services		8,642	8,629	8,786	15,018	10,000	150%	15,000		15,000	150%
344 Gas Utility Service		251	319	303	327	1,200	27%	800		800	67%
360 Repair & Maintenance Serv		3,646	218	1,898		5,000	0%	5,000		5,000	100%
366 Building Maintenance		767				5,000	0%	5,000		5,000	100%
Account:		13,362	9,166	10,987	15,345	23,700	65%	26,300	0	26,300	110%
430552 Water Reservoir											
220 Operating Supplies		15			25	500	5%	300		300	60%
341 Electric Utility Services		948	923	888	952	1,400	68%	1,500		1,500	107%
350 Professional Services			11,203	7,500		11,000	0%	7,500		7,500	68%
364 Water/Sewer Struct. & Equ						10,000	0%			0	0%
452 Gravel and Sand						2,500	0%			0	0%
920 Buildings						100,000	0%	20,000		20,000	20%
Account:		963	12,126	8,388	977	125,400	1%	29,300	0	29,300	23%
430553 Elena Booster Station											
220 Operating Supplies			15			500	0%	100		100	20%
231 Gas, Oil, Diesel Fuel, Gr						800	0%	500		500	63%
233 Machinery & Equipment Par		964	674			2,500	0%	1,500		1,500	60%
341 Electric Utility Services		5,552	4,881	2,421	5,824	9,000	65%	7,500		7,500	83%
350 Professional Services		340	218			1,000	0%	500		500	50%
360 Repair & Maintenance Serv				1,282		1,282	0%	1,000		1,000	78%
366 Building Maintenance						2,000	0%	500		500	25%
Account:		6,856	5,788	3,703	5,824	17,082	34%	11,600	0	11,600	67%
490000 Debt Service											
610 Principal			85,000		45,000	89,000	51%			0	0%
620 Interest		39,988	37,900	28,600	17,050	27,720	62%			0	0%
630 Agent/Administrative Fees				7,150		3,465	0%			0	0%
Account:		39,988	122,900	35,750	62,050	120,185	52%	0	0	0	0%
Fund:		605,912	816,056	723,128	1,041,068	2,372,824	44%	3,680,445	0	3,680,445	155%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 5 of 13
Report ID: B240A1

540 WATER SYSTEM						Current	%	Prelim.	Budget	Final	% Old
		Actuals				Budget	Exp.	Budget	Changes	Budget	Budget
Account	Object	20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25
Orgn:		605,912	816,056	723,128	1,041,068	2,372,824	44%	3,680,445	0	3,680,445	155%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 6 of 13
Report ID: B240A1

600 SEWER PLANT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
5310 SEWER											
430640 Treatment and Disposal											
110 Salaries and Wages		271,819	296,034	292,469	308,377	328,179	94%	350,000		350,000	107%
111 Overtime		7,895	8,435	13,241	3,687	14,000	26%	10,000		10,000	71%
138 Vision Insurance		298	264	250	256	275	93%	275		275	100%
139 Dental Insurance		1,528	2,283	2,084	2,151	2,300	94%	2,500		2,500	109%
141 Unemployment Insurance		697	1,062	952	783	1,065	74%	1,300		1,300	122%
142 Workers' Compensation		12,205	8,182	8,824	7,811	10,000	78%	11,000		11,000	110%
143 Health Insurance		46,935	43,368	59,788	59,348	64,272	92%	64,000		64,000	100%
144 Life Insurance		331	366	617	563	650	87%	650		650	100%
145 FICA		20,993	22,662	23,303	23,258	25,500	91%	28,000		28,000	110%
146 PERS		59,425	65,328	65,353	27,548	28,500	97%	31,000		31,000	109%
149 ST/LT Disability				2,625	2,551	2,800	91%	2,800		2,800	100%
194 Flex Medical		837	3,441	3,523	3,397	3,600	94%	3,600		3,600	100%
220 Operating Supplies		13,139	8,671	15,748	13,696	15,000	91%	15,000		15,000	100%
221 Chemicals		28,298	37,099	38,524	43,345	45,000	96%	47,000		47,000	104%
222 Laboratory & Medical Supp		8,353	12,015	7,359	11,160	14,000	80%	15,000		15,000	107%
226 Clothing and Uniforms		765				800	0%	200		200	25%
231 Gas, Oil, Diesel Fuel, Gr		5,486	4,303	6,192	6,916	9,000	77%	9,000		9,000	100%
232 Motor Vehicle Parts		686	2,893	54	68	3,000	2%	500		500	17%
233 Machinery & Equipment Par		24,883	17,316	28,927	13,378	50,000	27%	45,000		45,000	90%
241 Consumable Tools		1,096	499			1,500	0%			0	0%
263 Safety Supplies		1,448	858			4,000	0%			0	0%
300 Purchased Services						2,000	0%			0	0%
312 Networking Fees		3,135	2,772	2,548	2,482	5,000	50%	5,000		5,000	100%
337 Advertising						1,000	0%			0	0%
339 Certification Renewal		252	252	1,470	1,412	800	177%	1,500		1,500	188%
341 Electric Utility Services		75,320	72,303	72,038	85,202	100,000	85%	100,000		100,000	100%
343 Cellular Telephone		251	575	5		600	0%	300		300	50%
344 Gas Utility Service		16,813	24,357	26,072	18,570	30,000	62%	30,000		30,000	100%
345 Telephone		1,599	2,330	2,489	2,618	3,500	75%	3,500		3,500	100%
349 Quality Testing		7,112	5,591	8,526	8,108	20,000	41%	20,000		20,000	100%
350 Professional Services		2,256	4,091	4,352	10,288	12,000	86%	12,000		12,000	100%
351 Medical, Dental, Veterina		633	275	210	275	500	55%	500		500	100%
355 Data Processing Services						6,000	0%			0	0%
360 Repair & Maintenance Serv		364	218	9,364		10,000	0%	5,000		5,000	50%
364 Water/Sewer Struct. & Equ		27,654	49,627	45,373	61,838	200,000	31%	200,000		200,000	100%
366 Building Maintenance		5,516	16,015	5,728	1,551	50,000	3%	40,000		40,000	80%
370 Travel		531	1,803		972	5,000	19%	2,500		2,500	50%
380 Training Services		456	1,759			5,000	0%	2,500		2,500	50%
391 Dumping Fees		18,423	13,387	22,979	25,688	30,000	86%	30,000		30,000	100%
397 Contracted Services		4,839	1,059	1,392	3,143	5,000	63%	5,000		5,000	100%
511 Insurance on Bldgs/Imprvm		3,898	15,024	18,717	22,341	22,341	100%	25,626		25,626	115%
513 Liability		11,670	11,922	13,902	11,748	11,748	100%	13,417		13,417	114%
514 Vehicle/Equipment Insuran		149				150	0%			0	0%
544 Discharge Permit Fee		8,511	4,200	6,006	4,783	8,000	60%	8,000		8,000	100%
901 MISC CAPITAL PROJECTS						235,000	0%	250,000		250,000	106%
946 Computer Eq/Software					96,108	400,000	24%	350,000		350,000	88%
Account:		696,499	762,639	811,004	885,420	1,787,080	50%	1,741,668	0	1,741,668	97%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 7 of 13
Report ID: B240A1

600 SEWER PLANT

		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25

510400 Depreciation											
830 Deprec-Closed to Retained		587,080	582,862	617,096		575,000	0%	575,000		575,000	100%
Account:		587,080	582,862	617,096		575,000	0%	575,000	0	575,000	100%
Fund:		1,283,579	1,345,501	1,428,100	885,420	2,362,080	37%	2,316,668	0	2,316,668	98%
Orgn:		1,283,579	1,345,501	1,428,100	885,420	2,362,080	37%	2,316,668	0	2,316,668	98%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 8 of 13
Report ID: B240A1

630 SEWER SYSTEM

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
5310 SEWER											
430630 Collection & Transmission											
110 Salaries and Wages		94,859	106,919	77,162	78,903	120,000	66%	120,000		120,000	100%
111 Overtime		1,024	1,134	1,434	574	6,075	9%	2,500		2,500	41%
138 Vision Insurance		116	100	94	87	120	73%	120		120	100%
139 Dental Insurance		688	783	580	535	890	60%	890		890	100%
141 Unemployment Insurance		234	366	267	200	435	46%	435		435	100%
142 Workers' Compensation		4,106	3,335	3,127	2,540	4,800	53%	4,800		4,800	100%
143 Health Insurance		17,487	20,423	15,972	15,234	23,160	66%	20,000		20,000	86%
144 Life Insurance		120	134	180	145	200	73%	200		200	100%
145 FICA		7,090	7,766	6,523	5,934	9,405	63%	9,500		9,500	101%
146 PERS		8,184	9,258	7,795	7,146	11,020	65%	11,020		11,020	100%
149 ST/LT Disability				817	678	1,644	41%	1,235		1,235	75%
194 Flex Medical		385	449	876	813	1,330	61%	1,330		1,330	100%
220 Operating Supplies		1,809	2,383	7,423	3,530	5,000	71%	5,000		5,000	100%
221 Chemicals						2,000	0%			0	0%
226 Clothing and Uniforms		174				500	0%	250		250	50%
230 Repair & Maintenance Supp		2,450				3,000	0%			0	0%
231 Gas, Oil, Diesel Fuel, Gr		3,145	5,394	5,180	6,810	7,000	97%	7,000		7,000	100%
232 Motor Vehicle Parts			178			2,500	0%			0	0%
233 Machinery & Equipment Par		2,237	4,293	6,519	1,077	7,000	15%	7,000		7,000	100%
239 Tires/Tubes/Chains			205			3,000	0%			0	0%
241 Consumable Tools		728				1,000	0%			0	0%
263 Safety Supplies						2,000	0%			0	0%
311 Postage		3,121	3,874	4,788	5,326	5,500	97%	5,700		5,700	104%
337 Advertising			963		409	1,000	41%	1,000		1,000	100%
339 Certification Renewal					994	800	124%	1,200		1,200	150%
343 Cellular Telephone		400	1,163	413	406	1,200	34%	1,000		1,000	83%
350 Professional Services		13,390	14,294	5,270	8,198	30,000	27%	50,000		50,000	167%
351 Medical, Dental, Veterina			47	23	36	500	7%	200		200	40%
355 Data Processing Services						500	0%			0	0%
364 Water/Sewer Struct. & Equ		17,633		11,632	23,357	100,000	23%	75,000		75,000	75%
367 Water/Sewer Lines Repair				11,897	7,120	30,000	24%	100,000		100,000	333%
370 Travel			228			3,000	0%	3,000		3,000	100%
380 Training Services		84	608	-55		1,000	0%	500		500	50%
397 Contracted Services		1,451	1,670	1,808	1,399	1,800	78%	1,800		1,800	100%
511 Insurance on Bldgs/Imprvm		148				150	0%			0	0%
513 Liability		3,964	4,076	4,913	3,384	3,385	100%	3,866		3,866	114%
514 Vehicle/Equipment Insuran		1,472	1,634	1,505	398	398	100%	2,456		2,456	617%
530 Rent		178,284	178,284	178,284	178,284	180,000	99%	180,000		180,000	100%
532 Land Rental/Easements		370	598	530	564	700	81%	700		700	100%
533 Machinery & Equipment Rent			1,000			1,100	0%	500		500	45%
811 Liability Deductibles						4,000	0%			0	0%
938 Replace Water/Sewer Line					240,202	350,000	69%	350,000		350,000	100%
Account:		365,153	371,559	354,957	594,283	927,112	64%	968,202	0	968,202	104%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 9 of 13
Report ID: B240A1

630 SEWER SYSTEM

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
430631	Elm Lift Station										
220	Operating Supplies		20			500	0%	100		100	20%
221	Chemicals					2,000	0%	500		500	25%
231	Gas, Oil, Diesel Fuel, Gr					1,500	0%	1,000		1,000	67%
233	Machinery & Equipment Par	1,049				1,000	0%	1,000		1,000	100%
341	Electric Utility Services	3,719	2,458	4,416	5,392	5,000	108%	5,500		5,500	110%
345	Telephone		541	755	773	800	97%	825		825	103%
350	Professional Services		152			200	0%			0	0%
360	Repair & Maintenance Serv	6,068	1,416	1,140		1,500	0%	1,500		1,500	100%
364	Water/Sewer Struct. & Equ	1,421	2,309	370		40,000	0%	5,000		5,000	13%
	Account:	12,257	6,896	6,681	6,165	52,500	12%	15,425	0	15,425	29%
430632	Village Lift Station										
220	Operating Supplies					500	0%			0	0%
221	Chemicals					10,000	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr				496	500	99%	700		700	140%
233	Machinery & Equipment Par	1,109				2,500	0%	2,500		2,500	100%
341	Electric Utility Services	2,461	2,244	3,107	4,000	5,000	80%	5,500		5,500	110%
344	Gas Utility Service	-397				1,000	0%			0	0%
345	Telephone	676	726	755	773	800	97%	850		850	106%
360	Repair & Maintenance Serv	430	218	993		1,000	0%	1,000		1,000	100%
364	Water/Sewer Struct. & Equ	715				8,000	0%			0	0%
930	Improvements Other than B				3,320	25,000	13%	15,000		15,000	60%
	Account:	4,994	3,188	4,855	8,589	54,300	16%	25,550	0	25,550	47%
430633	Walmart Lift Station										
220	Operating Supplies					500	0%			0	0%
221	Chemicals					800	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr					1,500	0%			0	0%
233	Machinery & Equipment Par	910				1,000	0%	1,000		1,000	100%
341	Electric Utility Services	783	826	847	1,347	1,500	90%	1,700		1,700	113%
360	Repair & Maintenance Serv	340	508	1,090	5,533	1,200	461%	6,000		6,000	500%
364	Water/Sewer Struct. & Equ					5,000	0%	500		500	10%
	Account:	2,033	1,334	1,937	6,880	11,500	60%	9,200	0	9,200	80%
430640	Treatment and Disposal										
220	Operating Supplies		94			0	0%			0	0%
	Account:		94			0	***%	0	0	0	0%
490000	Debt Service										
610	Principal				537,000	378,000	142%	395,000		395,000	104%
	SRF-06143 \$88,000										
	SRF-11265 \$44,000										
	SRF-14330 \$197,000										
	SRF-15360 \$66,000										
620	Interest	170,976	159,791	149,498	168,304	95,667	176%	85,135		85,135	89%
	SRF-06143 \$825										
	SRF-11265 \$5,400										
	SRF-14330 \$38,840										
	SRF-15360 \$40,070										

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

630 SEWER SYSTEM		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25
630 Agent/Administrative Fees					35,935	36,428	99%	42,815		42,815	118%
SRF-06143 \$660											
SRF-11265 \$2,700											
SRF-14330 \$19,420											
SRF-15360 \$20,035											
Account:		170,976	159,791	149,498	741,239	510,095	145%	522,950	0	522,950	102%
Fund:		555,413	542,862	517,928	1,357,156	1,555,507	87%	1,541,327	0	1,541,327	99%
Orgn:		555,413	542,862	517,928	1,357,156	1,555,507	87%	1,541,327	0	1,541,327	99%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 11 of 13
Report ID: B240A1

700 SOLID WASTE						Current	%	Prelim.	Budget	Final	% Old
		Actuals				Budget	Exp.	Budget	Changes	Budget	Budget
Account	Object	20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

5210 WATER											
430830 Collection											
233	Machinery & Equipment Par		253			0	0%			0	0%
	Account:		253			0	***%	0	0	0	0%
Fund:											
			253			0	0%	0	0	0	0%
5410 SOLID WASTE											
430830 Collection											
110	Salaries and Wages	193,357	233,742	284,833	275,805	309,126	89%	330,000		330,000	107%
111	Overtime	3,294	1,826	3,051	107	4,000	3%	3,000		3,000	75%
138	Vision Insurance	278	313	382	331	400	83%	400		400	100%
139	Dental Insurance	1,654	2,494	2,530	2,074	2,600	80%	3,000		3,000	115%
141	Unemployment Insurance	469	811	861	696	1,200	58%	1,200		1,200	100%
142	Workers' Compensation	9,587	9,221	12,751	10,402	15,000	69%	15,000		15,000	100%
143	Health Insurance	53,273	39,642	62,889	54,616	67,605	81%	64,450		64,450	95%
144	Life Insurance	248	310	668	524	800	66%	800		800	100%
145	FICA	14,252	17,561	21,250	20,708	27,821	74%	27,821		27,821	100%
146	PERS	87,679	76,937	55,377	24,826	60,000	41%	45,000		45,000	75%
149	ST/LT Disability			2,585	2,236	3,500	64%	3,200		3,200	91%
194	Flex Medical	1,217	1,548	2,236	3,003	3,000	100%	3,000		3,000	100%
220	Operating Supplies	3,661	6,183	10,194	5,362	8,000	67%	8,000		8,000	100%
226	Clothing and Uniforms	1,119	720	848	250	1,200	21%	1,000		1,000	83%
228	Solid Waste Containers	25,813	15,300	13,946	13,900	30,000	46%	30,000		30,000	100%
231	Gas, Oil, Diesel Fuel, Gr	36,378	53,237	65,147	53,058	75,000	71%	75,000		75,000	100%
233	Machinery & Equipment Par	14,562	25,798	82,923	45,261	70,000	65%	70,000		70,000	100%
239	Tires/Tubes/Chains	13,996	11,451	8,606	11,343	15,000	76%	15,000		15,000	100%
263	Safety Supplies		20			2,500	0%			0	0%
311	Postage	3,121	3,858	6,141	5,317	6,800	78%	6,800		6,800	100%
312	Networking Fees	2,661	2,772	2,485	2,482	3,000	83%	3,000		3,000	100%
332	Internet Access Fees					300	0%			0	0%
337	Advertising	1,422	1,444	158		1,000	0%	500		500	50%
343	Cellular Telephone	401	921	406	406	2,000	20%	1,500		1,500	75%
350	Professional Services	890	5,874	3,519		2,800	0%	2,800		2,800	100%
351	Medical, Dental, Veterina	929	1,637	983	516	2,000	26%	1,500		1,500	75%
355	Data Processing Services					1,500	0%			0	0%
361	Motor Vehicle Repair & Ma	44,900	18,354	18,775	54,354	30,000	181%	60,000		60,000	200%
366	Building Maintenance					25,000	0%	15,000		15,000	60%
397	Contracted Services	1,752	1,346	2,321	1,767	2,000	88%	2,000		2,000	100%
511	Insurance on Bldgs/Imprvm		58	72	86	86	100%	99		99	115%
513	Liability	6,625	8,116	10,890	10,407	10,407	100%	11,885		11,885	114%
514	Vehicle/Equipment Insuran	5,185	6,897	7,258	9,693	9,694	100%	8,772		8,772	90%
934	Containers				1,050	40,000	3%			0	0%
	Account:	528,723	548,391	684,085	610,580	833,339	73%	809,727	0	809,727	97%

08/02/24
15:28:45

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 12 of 13
Report ID: B240A1

700 SOLID WASTE		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	20-21	21-22	22-23	23-24	Budget	Exp.	Budget	Changes	Budget	Budget
		20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

430840 Disposal											
110 Salaries and Wages		91,048	97,893	151,229	136,859	159,198	86%	163,450		163,450	103%
111 Overtime		2,961	711	934	52	1,200	4%	1,000		1,000	83%
138 Vision Insurance		148	139	175	128	200	64%	200		200	100%
139 Dental Insurance		873	1,224	1,414	874	1,500	58%	1,600		1,600	107%
141 Unemployment Insurance		228	352	440	346	600	58%	750		750	125%
142 Workers' Compensation		4,999	4,546	7,463	5,961	8,500	70%	9,000		9,000	106%
143 Health Insurance		16,626	19,306	30,285	25,503	33,000	77%	30,000		30,000	91%
144 Life Insurance		113	132	335	241	600	40%	500		500	83%
145 FICA		6,935	7,651	10,743	10,140	15,000	68%	17,000		17,000	113%
146 PERS		7,920	8,729	12,879	11,988	15,000	80%	17,000		17,000	113%
149 ST/LT Disability				1,162	987	2,500	39%	1,700		1,700	68%
194 Flex Medical		301	450	1,354	1,425	1,500	95%	1,700		1,700	113%
220 Operating Supplies		5,840	5,797	15,807	4,629	12,000	39%	10,000		10,000	83%
231 Gas, Oil, Diesel Fuel, Gr		12,656	22,277	19,357	17,151	25,000	69%	25,000		25,000	100%
233 Machinery & Equipment Par		25,913	6,000	28,980	9,234	25,000	37%	25,000		25,000	100%
239 Tires/Tubes/Chains		260	9,216	4,839	2,354	10,000	24%	8,000		8,000	80%
263 Safety Supplies						2,500	0%			0	0%
341 Electric Utility Services		1,451	1,429	1,279	1,413	1,800	79%	1,900		1,900	106%
343 Cellular Telephone						600	0%			0	0%
350 Professional Services		890	5,874	3,384		3,000	0%	2,500		2,500	83%
361 Motor Vehicle Repair & Ma		168	1,609		830	10,000	8%	5,000		5,000	50%
391 Dumping Fees		194,555	233,857	241,589	302,525	250,000	121%	270,000		270,000	108%
513 Liability		4,090	3,879	4,731	5,699	5,699	100%	6,509		6,509	114%
Account:		377,975	431,071	538,379	538,339	584,397	92%	597,809	0	597,809	102%
490000 Debt Service											
610 Principal					40,961	40,962	100%	41,578		41,578	102%
Garbage Truck Loan											
620 Interest				579	16,658	16,659	100%	14,296		14,296	86%
Account:				579	57,619	57,621	100%	55,874	0	55,874	96%
510400 Depreciation											
830 Deprec-Closed to Retained		48,793	47,315	69,185		70,000	0%	100,000		100,000	143%
Account:		48,793	47,315	69,185		70,000	0%	100,000	0	100,000	142%
Fund:		955,491	1,026,777	1,292,228	1,206,538	1,545,357	78%	1,563,410	0	1,563,410	101%
Orgn:		955,491	1,027,030	1,292,228	1,206,538	1,545,357	78%	1,563,410	0	1,563,410	101%

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CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2024 - 2025

Page: 13 of 13
Report ID: B240A1

900 TRANSFER						Current	%	Prelim.	Budget	Final	% Old
		Actuals				Budget	Exp.	Budget	Changes	Budget	Budget
Account	Object	20-21	21-22	22-23	23-24	23-24	23-24	24-25	24-25	24-25	24-25

5210 WATER											
430500 Water Utilities											
392	Administrative Services	120,879	120,879	120,879	120,879	121,000	100%	121,000		121,000	100%
	Account:	120,879	120,879	120,879	120,879	121,000	100%	121,000	0	121,000	100%
521000 Interfund Operating Transfers Out											
820	Transfers to Other Funds	5,000	5,000	16,645	5,000	5,000	100%	5,000		5,000	100%
	Account:	5,000	5,000	16,645	5,000	5,000	100%	5,000	0	5,000	100%
	Fund:	125,879	125,879	137,524	125,879	126,000	100%	126,000	0	126,000	100%
5310 SEWER											
430600 Sewer Utilities											
392	Administrative Services	76,464	76,464	76,464	76,464	76,465	100%	76,464		76,464	100%
	Account:	76,464	76,464	76,464	76,464	76,465	100%	76,464	0	76,464	99%
521000 Interfund Operating Transfers Out											
820	Transfers to Other Funds	5,000	5,000	5,000	5,000	5,000	100%	5,000		5,000	100%
	Account:	5,000	5,000	5,000	5,000	5,000	100%	5,000	0	5,000	100%
	Fund:	81,464	81,464	81,464	81,464	81,465	100%	81,464	0	81,464	99%
5410 SOLID WASTE											
430800 Solid Waste Services											
392	Administrative Services	59,583	59,583	59,583	59,583	60,000	99%	59,584		59,584	99%
	Account:	59,583	59,583	59,583	59,583	60,000	99%	59,584	0	59,584	99%
521000 Interfund Operating Transfers Out											
820	Transfers to Other Funds	5,000	5,000	5,000	5,000	5,000	100%	5,000		5,000	100%
	Account:	5,000	5,000	5,000	5,000	5,000	100%	5,000	0	5,000	100%
	Fund:	64,583	64,583	64,583	64,583	65,000	99%	64,584	0	64,584	99%
	Orgn:	271,926	271,926	283,571	271,926	272,465	100%	272,048	0	272,048	99%
Grand Total:											
		5,795,055	5,956,242	6,624,018	6,617,949	13,696,890		13,873,853	0	13,873,853	