



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JULY 08, 2025
6:30 PM
COUNCIL CHAMBERS**

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of June 24, 2025.

Correspondence

2. Police Monthly Report - June 2025

Council Disclosure of Ex Parte Communications

Public Hearing

3. Annexation Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property.

Consent Items

NOTICE TO THE PUBLIC

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

4. Claims entered through June 20, 2025.
5. Claims entered through July 3, 2025.
6. Approval of Payroll Register of PPE 6/8/2025 totaling \$279,250.12.
7. Approval of Payroll Register for PPE 6/22/2025 totaling \$255,028.12.

Ceremonial Calendar

Reports of Boards and Commissions

8. Budget/Finance Committee Minutes of June 24, 2025.
9. Emergency Services Committee Minutes of June 23, 2025.

Audience Participation (Three-Minute Limit)

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

Scheduled Matters

- [10.](#) Resolution No. R25-44: Resolution Of Annexation Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.
- [11.](#) Resolution No. R25-45: A Resolution Of The City Council Authorizing The Mayor To Execute An Emergency Services Mutual Aid Agreement By And Between The City Of Laurel And The Joliet Emergency Services Department, Inc.
- [12.](#) Resolution No. R25-46: A Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Local Union Local 303, American Federation Of State, County, And Municipal Employees, AFSCME.
- [13.](#) Resolution No. R25-47: A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.
- [14.](#) Resolution No. R25-48: A Resolution Of The City Council Approving Variance From Requirement To Install Curb And Gutter Improvements At Property Located In The City Of Laurel, Montana.
- [15.](#) Resolution No. R25-49: Resolution Of City Council Approving Final Annexation For A Portion Of Lot 7a-1, Of The Amended Plat Of Tracts 6A And 7A, Of The Amended Plat Of Tracts 6 And 7, Of Westbrooks Subdivision, Yellowstone County, Montana.
- [16.](#) Ordinance No. R25-01: An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

File Attachments for Item:

1. Approval of Minutes of June 24, 2025.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

June 24, 2025

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on June 24, 2025.

COUNCIL MEMBERS PRESENT: Thomas Canape
Michelle Mize Jessica Banks
Casey Wheeler Irv Wilke
Jodi Mackay

COUNCIL MEMBERS ABSENT: Richard Klose Heidi Sparks

OTHER STAFF PRESENT: Michele, Braukmann, Civil City Attorney
Brittney Harakal, Administrative Assistant
Kelly Strecker, Clerk/Treasurer
Jason Gonzales, Building Inspector
Matt Wheeler, Public Works Director

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

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of June 10, 2025, as presented, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

CORRESPONDENCE:

- Fire Monthly Reports - May 2025
- Beartooth RC&D Correspondence

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

Mayor Waggoner opened the public hearing and asked Staff to present the item.

Mayor Waggoner opened the floor for public comment and stated that copies of the rules governing the public hearing were posted in the Council chambers.

The Public Works Director briefly reviewed the reasons why the rate increases are necessary. Approximately 1.5 years ago, the auditors noted that the City needed to review its rates. It has been 10 years since the City last raised rates.

Mayor Waggoner asked three (3) times if there were any proponents. There were none.

Mayor Waggoner asked if there were any opponents.

Council Member Wilke received a text message from Lance Grahm, 1023 12th Avenue. Mr. Grahm noted that there may be a need for a water rate increase, but every dollar would need to be used solely for water and sewer infrastructure. He also noted the need for more customers to raise more revenue. He is concerned that everything will turn brown and ugly due to the increased costs.

Maryanne O'Connell, 719 3rd Avenue, stated she has lived in Laurel for five years. She just received a bill for sewer service for \$120; she was threatened with having her water turned off. She has lived in four states and has never had a water bill this high before. She is not a big user of water.

Mayor Waggoner read the attached submitted public comment.

Mayor Waggoner stated that he would not have Staff respond to questions as there were none.

CONSENT ITEMS:

- **Claims entered through June 20, 2025.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 6/8/2025 totaling \$279,250.12.**
- **Council Workshop Minutes of June 3, 2025.**
- **Council Workshop Minutes of June 17, 2025.**

The Mayor asked if there was any separation of consent items. The Claims and Payroll Register were removed from the Consent Agenda.

Motion by Council Member Mize to approve the consent items as amended, seconded by Council Member Mackay. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of June 10, 2025.
- Library Board Minutes of January 14, 2025.
- Library Board Minutes of February 11, 2025.
- Library Board Minutes of March 11, 2025.
- Emergency Services Committee Minutes of May 19, 2025.
- Public Works Committee Minutes of May 19, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Jason Gonzales as the Building Official.**

Motion by Council Member Canape to approve the Mayor's appointment of Jason Gonzales as the Building Official, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

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

Motion by Council Member Banks to allow Council Member Sparks to be absent from the City of Laurel for more than ten days (LMC 2.12.060), seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Gary Blaine to the Laurel Airport Authority for a five-year term ending June 30, 2030.**

Motion by Council Member Mackay to approve the Mayor's appointment of Gary Blaine to the Laurel Airport Authority for a five-year term ending June 30, 2030, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Richard Klose to the Cemetery Commission for a two-year term ending June 30, 2027.**

Motion by Council Member Wheeler to approve the Mayor's appointment of Richard Klose to the Cemetery Commission for a two-year term ending June 30, 2027, seconded by Council Member

Mize. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Ken Olson to the Cemetery Commission for a two-year term ending June 30, 2027.**

Motion by Council Member Mize to approve the Mayor's appointment of Ken Olson to the Cemetery Commission for a two-year term ending June 30, 2027, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Tom Canape to the City/County Planning Board for a two-year term ending June 30, 2027.**

Motion by Council Member Banks to approve the Mayor's appointment of Tom Canape to the City/County Planning Board for a two-year term ending June 30, 2027, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Appointment of Richard Herr to the City/County Planning Board for a two-year term ending June 30, 2027.**

Motion by Council Member Wheeler to approve the Mayor's appointment of Richard Herr to the City/County Planning Board for a two-year term ending June 30, 2027, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Resolution No. R25-40: A Resolution Of The City Council Authorizing The Mayor To Execute A Memorandum Of Agreement By And Between The City Of Laurel And Yellowstone City-County Health Department, D/B/A Riverstone Health.**

Motion by Council Member Mize to approve Resolution No. R25-40, seconded by Council Member Mackay. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Resolution No. R25-41: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.**

Motion by Council Member Canape to approve Resolution No. R25-41, seconded by Council Member Wheeler. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Resolution No. R25-42: A Resolution Approving An Increase To The City Of Laurel's Water And Wastewater Rates And Charges To Become Effective On July 10, 2025.**

Motion by Council Member Mackay to approve Resolution No. R25-42, seconded by Council Member Wilke.

The City needs to construct a new reservoir. Our current reservoir is the only functioning one we have. It was built in 1968. We do need to take this reservoir down to do internal repairs. Building a new reservoir is expensive. The increase in the rates will allow the City to build the reservoir. The City also has aging water lines and valves that need to be replaced.

The Clerk/Treasurer briefly reviewed the operation of an enterprise fund. Enterprise funds have strict uses for those funds. The City must maintain sufficient revenue to meet its bond covenants. Water rates have not increased since 2015. The costs associated with providing water have increased substantially over the past decade. One example is that the cost of chlorine has increase by 150%.

A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

- **Ordinance No. O25-01: An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code. (First Reading)**

DRAFT

Council Member Wilke noted an error in the number of board members.

Motion by Council Member Wilke to table Ordinance No. O25-01 until the next Council cycle, seconded by Council Member Mize. There was no public comment or Council discussion. A roll call vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

ITEMS REMOVED FROM THE CONSENT AGENDA:

Both the claims and Payroll Register will be on the next consent agenda.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION: None.

MAYOR UPDATES:

Mayor Waggoner reminded the public of the board, committee, and commission positions the City is still looking to fill.

UNSCHEDULED MATTERS:

- **Resolution No. R25-43: Resolution Of City Council Approving The Performance Bond Provided By Love's Travel Stops & Country Stores, Inc. As Principal And The City Of Laurel As Surety.**

The City has received the performance bond from Love's for the infrastructure improvements they will be implementing. The City must accept the performance bond for this process to proceed.

It was questioned if all the improvements can be installed for the cost of the performance bond. It was further questioned if this was a cost to the City. It was clarified that the performance bond covers the cost of the improvements if they are unable to fulfill their obligations. This is not a cost to the City.

Motion by Council Member Wilke to approve Resolution No. R25-43, seconded by Council Member Mackay. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

ADJOURNMENT:

Motion by Council Member Mize to adjourn the Council meeting, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All six Council Members present voted aye. Motion carried 6-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 7:07 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 8th day of July 2025.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

Brittney Harakal

From: Laurel MT <laurel-mt@municodeweb.com>
Sent: Saturday, May 31, 2025 1:24 PM
To: Brittney Harakal
Subject: Robert Mann

Submitted on Saturday, May 31, 2025 - 1:24pm

Submitted by anonymous user: 174.45.227.198

Submitted values are:

Name Robert Mann

Address 320 2nd Ave., Laurel, Mt

Public Comment I don't believe you on the need for water and wastewater rate increases! If you are going to build more reservoirs, or install new water and sewer lines show me when and where. Maybe then rate increases would make more sense!

Email

The results of this submission may be viewed at:

<https://cityoflaurelmontana.com/node/16092/submission/3181>

File Attachments for Item:

2. Police Monthly Report - June 2025



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Total Calls

Printed on July 1, 2025

[CFS Date/Time] is between '2025-05-19 13:16' and '2025-06-23 10:25' and

[Primary Incident Code->Code : Description] All

Code : Description

Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	17	17
: Agency Assist	61	61
: Alarm - Burglary	11	11
: Alarm - Fire	6	6
AMB : Ambulance	112	112
: Animal Complaint	11	11
: Area Check	6	6
: Assault	3	3
: Bad Checks	0	0
: Barking Dog	7	7
: Bomb Threat	0	0
: Burglary	0	0
: Child Abuse/Neglect	4	4
: Civil Complaint	20	20
: Code Enforcement Violation	31	31
: Community Integrated Health	4	4

Code : Description	Totals	
: Counterfeiting	0	0
: Criminal Mischief	5	5
: Criminal Trespass	25	25
: Cruelty to Animals	5	5
: Curfew Violation	6	6
: Discharge Firearm	0	0
: Disorderly Conduct	11	11
: Dog at Large	52	52
: Dog Bite	4	4
DUI : DUI Driver	13	13
: Duplicate Call	9	9
: Escape	0	0
: Family Disturbance	17	17
: Fight	1	1
FIRE : Fire or Smoke	19	19
: Fireworks	0	0
: Forgery	0	0
: Found Property	17	17
: Fraud	7	7
: Harassment	9	9
: Hit & Run	4	4

Code : Description	Totals	
: ICAC	0	0
: Identity Theft	1	1
: Indecent Exposure	1	1
: Insecure Premises	9	9
: Intoxicated Pedestrian	4	4
: Kidnapping	0	0
: Littering	1	1
: Loitering	7	7
: Lost or Stray Animal	12	12
: Lost Property	5	5
: Mental Health	5	5
: Missing Person	3	3
: Noise Complaint	3	3
: Open Container	0	0
: Order of Protection Violation	4	4
: Parking Complaint	11	11
: Possession of Alcohol	1	1
: Possession of Drugs	2	2
: Possession of Tobacco	0	0
: Privacy in Communications	1	1
: Prowler	0	0

Code : Description	Totals	
: Public Assist	76	76
: Public Safety Complaint	16	16
: Public Works Call	18	18
: Report Not Needed	6	6
: Robbery	0	0
: Runaway Juvenile	1	1
: Sexual Assault	4	4
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	4	4
: Suspicious Activity	69	69
: Suspicious Person	25	25
: Theft	24	24
: Threats	8	8
: Tow Call	1	1
: Traffic Accident	21	21
: Traffic Hazard	10	10
: Traffic Incident	25	25
: TRO Violation	3	3
: Truancy	0	0
T/S : Traffic Stop	97	97

Code : Description	Totals	
: Unattended Death	2	2
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	1	1
: Vicious Dog	8	8
: Warrant	15	15
: Welfare Check	22	22
Totals	1024	1024

File Attachments for Item:

8. Budget/Finance Committee Minutes of June 24, 2025.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, June 24, 2025**

Members' Present:

Others Present:

This meeting was cancelled, due to no quorum.

Respectfully submitted,



Kelly Strecker

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

File Attachments for Item:

9. Emergency Services Committee Minutes of June 23, 2025.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, JUNE 23, 2025**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, June 23, 2025 by Vice Chair- Jodi Mackay

Members Present: Jodi Mackay- Vice Chair, Irv Wilke (no quorum present)

Others Present: Ambulance Chief Lyndy Gurchiek, Fire Chief JW Hopper, Police Captain Anglin

Public Input:

General Items:

- Committee was unable to approve the minutes from May 19, 2025 due to no quorum present.
- Update from Emergency Departments
 - ▯ . Fire Chief Hopper – report attached
 - . Training included home assessments in Clapper Flats – learn how to deal with trees and other environmental fire factors. Unable to complete live portion due to fire season kicking off in surrounding areas
 - . Seeing an increase in vehicle wrecks and false alarms coming from Apple phones being dropped and initiating emergency procedures. A call goes straight to dispatch reporting accident with coordinates. Emergency Services are obligated to go. LPD agrees that all but one have been a false alarm but resources are still deployed.
 - . Wildland fire season has started. It's green here, but surrounding areas are drying out quickly.
 - . New firetruck will receive its final inspection on 7/29/25. It should be delivered by the company in August. Company will offer training on new truck.
 - ▯ . Police Captain Anglin – report attached
 - . 27.4% increase in calls compared to this time frame last year
 - . Several officers are completing their firearms recertifications. CM Wilke let Cpt Anglin know the Laurel Rod and Gun Club is available if needed for recerts and / or training
 - . LPD is down to only reserve officer. Cpt Anglin reviewed qualifications and process to become a reserve officer. Lack of reserves is worrisome as we go into the 4th of July. Between the street dance on the 3rd and the fireworks on the 4th, there will be a fair amount of overtime for officers for the holiday weekend.
 - ▯ . Ambulance Chief Lyndy Gurchiek – report attached
 - . Busy month of calls

- . Only 1 volunteer available for the 4th of July. Will have 3 crews on during the 4th.
- . Continue to have maintenance issues with ambulance.

New Business:

Old Business:

Discussion Item- Development of Committee Guidelines/Bylaws with Attorney Braukmann – Tabled due to Atty Braukmann's absence

Other Items:

Announcements:

Next meeting will be Monday, July 28, 2025 at 6:00pm in Council Chambers

Meeting adjourned at 6:23 p.m.



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Emergency Services Report June 23, 2025

For the reporting period from May 19th to June 23rd, 2025, the FAP had **1,024 calls for service**, marking a **27.4% increase** compared to the **804 calls** recorded during the same time last year.

Year-to-date, the department has handled **4,597 calls for service**, which represents an **11.3% increase** from the **4,128 calls** logged at this point in 2024. This upward trend reflects growing service demand and increased activity in the community.

A total of 98 crimes were reported, resulting in 43 charges being filed. Of those, 11 led to arrests, while the remainder were handled through citations, summonses, or are currently under investigation. In addition, officers conducted 97 traffic stops, contributing to ongoing traffic enforcement and public safety efforts.

Most officers have now completed firearms recertification with their department-issued weapons. This ensures ongoing compliance with training standards and supports safe and effective field operations. The few remaining officers are scheduled to complete their recertification in the coming weeks.

4th of July Operations & Interagency Coordination:

As preparations continue for the July 4th holiday, all departments are anticipating increased call volume and public activity. The police department currently has only one reserve officer available. Patrol officers will be assigned to provide coverage for both the street dance and the fireworks display. To support these efforts, officers will be working overtime shifts on both July 3rd and 4th.

In anticipation of the heightened activity, neighboring agencies within the county have been notified of the department's operational plans and staffing limitations. This outreach ensures interagency awareness and the potential for coordinated support if needed.

Additionally, the Federal Railroad Administration's Trespass Prevention Task Force will have officers patrolling the rail yard during this period. Their presence is intended to deter trespassing and ensure safety near rail infrastructure during the busy holiday weekend.

Respectfully,

Captain Anglin



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 ▪ Phone 406-628-8737 ▪ Fax 406-628-4641

Total Calls

Printed on June 23, 2025

[CFS Date/Time] is between '2025-05-19 13:16' and '2025-06-23 10:25' and

[Primary Incident Code->Code : Description] All

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	17	17
: Agency Assist	61	61
: Alarm - Burglary	11	11
: Alarm - Fire	6	6
AMB : Ambulance	112	112
: Animal Complaint	11	11
: Area Check	6	6
: Assault	3	3
: Bad Checks	0	0
: Barking Dog	7	7
: Bomb Threat	0	0
: Burglary	0	0
: Child Abuse/Neglect	4	4
: Civil Complaint	20	20
: Code Enforcement Violation	31	31
: Community Integrated Health	4	4

Code : Description	Totals	
: Counterfeiting	0	0
: Criminal Mischief	5	5
: Criminal Trespass	25	25
: Cruelty to Animals	5	5
: Curfew Violation	6	6
: Discharge Firearm	0	0
: Disorderly Conduct	11	11
: Dog at Large	52	52
: Dog Bite	4	4
DUI : DUI Driver	13	13
: Duplicate Call	9	9
: Escape	0	0
: Family Disturbance	17	17
: Fight	1	1
FIRE : Fire or Smoke	19	19
: Fireworks	0	0
: Forgery	0	0
: Found Property	17	17
: Fraud	7	7
: Harassment	9	9
: Hit & Run	4	4

Code : Description	Totals	
: ICAC	0	0
: Identity Theft	1	1
: Indecent Exposure	1	1
: Insecure Premises	9	9
: Intoxicated Pedestrian	4	4
: Kidnapping	0	0
: Littering	1	1
: Loitering	7	7
: Lost or Stray Animal	12	12
: Lost Property	5	5
: Mental Health	5	5
: Missing Person	3	3
: Noise Complaint	3	3
: Open Container	0	0
: Order of Protection Violation	4	4
: Parking Complaint	11	11
: Possession of Alcohol	1	1
: Possession of Drugs	2	2
: Possession of Tobacco	0	0
: Privacy in Communications	1	1
: Prowler	0	0

Code : Description	Totals	
: Public Assist	76	76
: Public Safety Complaint	16	16
: Public Works Call	18	18
: Report Not Needed	6	6
: Robbery	0	0
: Runaway Juvenile	1	1
: Sexual Assault	4	4
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	4	4
: Suspicious Activity	69	69
: Suspicious Person	25	25
: Theft	24	24
: Threats	8	8
: Tow Call	1	1
: Traffic Accident	21	21
: Traffic Hazard	10	10
: Traffic Incident	25	25
: TRO Violation	3	3
: Truancy	0	0
T/S : Traffic Stop	97	97

Code : Description		Totals	
	: Unattended Death	2	2
	: Unknown - Converted	0	0
	: Unlawful Transactions w/Minors	0	0
	: Unlawful Use of Motor Vehicle	1	1
	: Vicious Dog	8	8
	: Warrant	15	15
	: Welfare Check	22	22
	Totals	1024	1024



LAUREL FIRE DEPARTMENT

215 West 1st Street • Laurel, Mt • 59044 • Office 406.628.4911 • Fax 406.628.2185

Emergency Services Meeting 5/19/2025– 6/23/2025

Calls-

- Responded to 44 **Total** Calls for 5/19/2025 – 6/23/2025.
- Total Hours on Calls-
 - Firefighters – 337
 - Officers – 274
 - Combined Hours – 611
 - Training Hours – 2728.5 **HRS YTD**

Training-

- Home assessment with DNRC. (Classroom)
- Hose lays
- Apparatus Maintenance

Rookie School Training-

- Live burn (Wildland)
- Chainsaws
- Hose Lays
- Drip Torch Operations

Department News-

- Current Numbers
 - 31 Members
 - One member resigned for personal and work reasons. *—last month's info*
 - 6 firefighters will graduate Rookie Scholl in mid to late August.
 - Will start interviews by 3rd week of August and hire by 3rd week of September.
- Misc.-
 - Montana State Fire Fighter Memorial
 - Thank you for the help!
 - Memorial went well
 - Increase in vehicle accidents.
 - Wildland Season.
 - 4th of July
 - New Fire Truck
 - Thank you to all firefighters!

Laurel Emergency Services Report created 6/23/25:

2021

1228 requests for service
 135 times LEMS was unavailable
 34 times AMR was unavailable
 318 responses in Ward 5=26% of calls outside of the city of Laurel

2022

1238 requests for service
 177 times LEMS was unavailable
 48 times AMR was unavailable
 351 responses in Ward 5=29% of calls outside of the city of Laurel

2023

1300 requests for service
 171 times LEMS was unavailable
 23 times AMR was unavailable
 351 responses in Ward 5=27% of calls outside of the city of Laurel

2024

1363 requests for service
 73 times LEMS was unavailable
 14 times AMR was unavailable
 373 responses in Ward 5=27% of calls outside of the city of Laurel

Recent Month Summary:

May 2025:

Requests	115
Missed Calls	1 = 1%
Shortest Delay	27 minutes
Longest Delay	27 minutes
Average Delay	27 minutes
Fire Driver Available	7 times
City Driver Available	0 times
QRU Response With 1 Provider	0 times **
On A Previous Call	1 time
2 Units On A Call	6 times
No Crew / Provider Available	0 time
AMR Transported or Responded	1 time*
Red Lodge Transported	0 times
HELIP Flight Transported	0 times
HELP Amb Transported or Responded	0 time
Columbus Transported or Responded	0 times
Joliet Transported	0 time
Park City Transported	0 times
PD Assisted Pt or Transported	0 time
FD Assisted Pt no transport	0 times
POV Transport	0 times
Refusal or no transport	0 time
YCSO Transported	0 times
MHP Transported	0 times



**0 times the QRU responded to begin patient care. 0 times the QRU responded and the patient refused / no transport to hospital or no patient found.
 33 responses in Ward 5 = 29% of calls outside of the city of Laurel
 2 LEMS response for mutual aid, once cancelled enroute. None of these responses resulted in LEMS not being available for another call.

2025 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Requests	124	123	99	124	115								585
Missed Calls	1	7	5	4	1								18
Shortest Delay (minutes)	38	12	18	26	27								12
Longest Delay (minutes)	38	40	38	38	27								40
Average Delay (minutes)	38	29	27	33	27								30
Fire Driver Available	2	6	1	1	7								17
City Driver Available	1	0	0	0	0								1
QRU Response w 1 Provider	2	0	1	0	0								3
On A Previous Call	1	7	5	4	1								18
2 Units On A Call	8	6	5	7	6								32
No Crew / Provider Available	0	0	0	0	0								0
AMR Transported or Responded	0	2	3	3	1								9
Columbus Transported or Responded	0	1	0	0	0								1
Joliet Transported	1	1	0	0	0								2
Park City Transported	0	0	0	0	0								0
Red Lodge Transported	0	0	0	0	0								0
HELP Flight Transported	0	0	0	0	0								0
HELP Amb Transported or Responded	0	1	1	1	0								3
POV Transport	0	0	0	0	0								0
PD Assisted Pt or transported	0	1	0	0	0								1
FD Assisted Pt no transport	0	0	0	0	0								0
YCSO Transported	0	0	0	0	0								0
MHP Transported	0	0	0	0	0								0
QRU/AMR, Refusal or No Patient	0	1	1	0	0								2
Responses in Ward 5	28	36	29	33	33								159
LEMS response for mutual aid	1	3	1	0	2								7

*correction made after report given

Other Reporting Information

- staffing – no changes this month.
- Tony attended two grade school end of year show and tells. We also had the crews attend the Fish with a Kid at the South Pond and the Library read to kids day
- Bedrooms are being built and should be done next week
- Should have 3 crews available for the 4th

File Attachments for Item:

10. Resolution No. R25-44: Resolution Of Annexation Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.

RESOLUTION NO. R25-44

RESOLUTION OF ANNEXATION OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL OF THE ADJACENT AND ADJOINING RIGHTS-OF-WAY OF THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA, AND AMENDING PREVIOUS RESOLUTIONS NOS. R12-79 AND R12-90.

WHEREAS, pursuant to Resolution Nos. R12-79 and R12-90, the City previously noticed its intent to annex City Park Land, commonly known and referred to as the Jake and Lois Bernhardt Parkway and described by the attachment attached hereto, that is contiguous to the City limits as defined by Montana law at Mont. Code Ann. § 7-2-4401;

WHEREAS, the City Council adopted a Resolution of Intent at a regular meeting of the City Council on September 18, 2012, and the City Clerk provided notice to the public, and for a period of twenty (20) days after said publication, the City Clerk accepted written comments from registered voters in the area approving or disapproving the proposed annexation;

WHEREAS, a public hearing was held on October 16, 2021, and no objections to annexation were heard;

WHEREAS, the annexation was approved by the City Council on September 18, 2012;

WHEREAS, the approval of such annexation contained the incorrect legal description for the property to be annexed;

WHEREAS, in order to correct the error in the legal description, the Mayor of the City of Laurel has recommended that the City Council be presented with accurate annexation Resolutions, to properly annex the property according to its correct legal description;

WHEREAS, the Mayor of the City of Laurel has specifically authorized the annexation of Block 14 Lots 1, 2, 3, 4, 5, 6 of Laurmac Subdivision Amended, city-owned lands adjacent to the City of Laurel, along with the adjacent rights-of-way, to become part of the jurisdiction of the City of Laurel, Montana;

WHEREAS, the Mayor of the City of Laurel has also specifically authorized that the ownership of these lots be recorded with the Clerk and Recorder of Yellowstone County as Documents Nos. 3628830 and 3628831 (Copies of the Recorded Quitclaim Deeds are attached hereto);

WHEREAS, a Notice of Intent to Annex has been approved by City Council, and proper public notice was provided by the City of Laurel; and

WHEREAS, the following historical information is relevant to this annexation and hereby incorporated herein:

1. Pursuant to MCA §7-2-4403, the Mayor of the City of Laurel petitioned the City Council, by letter dated September 11, 2012, to annex the City owned park land that is legally described as attached hereto;
2. The parcel is commonly known and referred to as the Jake and Lois Bernhardt Parkway and is owned entirely by the City of Laurel and as shown on the attached map, the parcel is adjacent to West 12th Street and contiguous to the City limits as defined by Montana Law at Mont. Code Ann. § 7-2-4401;
3. In order to annex the property, pursuant to Mont. Code Ann. § 7-2-4402 et. seq., the City Council must first adopt a Resolution of Intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel, in addition to advertising and conducting a public hearing on the proposed annexation;
4. Montana law also requires municipalities include the full width of any public rights-of-way adjacent to the property being annexed; therefore, pursuant to Mont. Code Ann. § 7-2-4211, the City has included the full width of the adjacent public rights-of-way including but not limited to the currently non-annexed portion of West 12th Street within the annexation boundary; and
5. The City Council acknowledges that upon annexation of the property and public rights-of-way, the City must provide services for the annexed property as required by Mont. Code Ann. §7-2-4409.

NOW, THEREFORE, BE IT RESOLVED pursuant to Mont. Code Ann. § 7-2-4404, the City Council of the City of Laurel, Montana, hereby adopts the Resolution of Annexation approving the annexation of the governmental property contiguous to the City of Laurel described in the attached Exhibit and consistent with the previous Resolutions already approved by City Council;

BE IT FURTHER RESOLVED, the annexation is further reflected and shown on Exhibit A, attached hereto and hereby incorporated herein, as contained in the records in the office of the Clerk and Recorder of Yellowstone County;

BE IT FURTHER RESOLVED, the City Council held a public hearing on the annexation on the 8th day of July, 2025, at 6:30 p.m.;

BE IT FURTHER RESOLVED, as follows:

1. That the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described.
2. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct certified copy of this Resolution and Meeting Minutes with the Yellowstone County Clerk and Recorder.
3. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

Introduced at a regular meeting of the City Council on the 8th day of July 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 8th day of July 2025.

APPROVED by the Mayor the 8th day of July 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

RESOLUTION NO. R25-37

RESOLUTION OF INTENT TO EXTEND THE CITY BOUNDARIES OF THE CITY OF LAUREL BY ANNEXING A PARCEL OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL OF THE ADJACENT AND ADJOINING RIGHTS-OF-WAY OF THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA, AND AMENDING PREVIOUS RESOLUTIONS NOS. R12-79 AND R12-90.

WHEREAS, pursuant to Resolution Nos. R12-79 and R12-90, the City previously noticed its intent to annex City Park Land, commonly known and referred to as the Jake and Lois Bernhardt Parkway and described by the attachment attached hereto, that is contiguous to the City limits as defined by Montana law at Mont. Code Ann. § 7-2-4401;

WHEREAS, the City Council adopted a Resolution of Intent at a regular meeting of the City Council on September 18, 2012, and the City Clerk provided notice to the public, and for a period of twenty (20) days after said publication, the City Clerk accepted written comments from registered voters in the area approving or disapproving the proposed annexation;

WHEREAS, a public hearing was held on October 16, 2012, and no objections to annexation were heard;

WHEREAS, the annexation was approved by the City Council on November 6, 2012;

WHEREAS, the approval of such annexation contained the incorrect legal description for the property to be annexed;

WHEREAS, in order to correct the error in the legal description, the Mayor of the City of Laurel has recommended that the City Council be presented with accurate annexation Resolutions, to properly annex the property according to its correct legal description;

WHEREAS, the Mayor of the City of Laurel has specifically authorized the annexation of Block 14 Lots 1, 2, 3, 4, 5, 6 of Laurmac Subdivision Amended, city-owned lands adjacent to the City of Laurel, along with the adjacent rights-of-way, to become part of the jurisdiction of the City of Laurel, Montana;

WHEREAS, the Mayor of the City of Laurel has also specifically authorized that the ownership of these lots be recorded with the Clerk and Recorder of Yellowstone County as Documents Nos. 3628830 and 3628831 (Copies of the Recorded Quitclaim Deeds are attached hereto);

WHEREAS, the following historical information is relevant to this annexation and hereby incorporated herein:

1. Pursuant to MCA §7-2-4403, the Mayor of the City of Laurel petitioned the City Council, by letter dated September 11, 2012, to annex the City owned park land that is legally described as attached hereto;
2. The parcel is commonly known and referred to as the Jake and Lois Bernhardt Parkway and is owned entirely by the City of Laurel and as shown on the attached map, the parcel is adjacent to West 12th Street and contiguous to the City limits as defined by Montana Law at Mont. Code Ann. § 7-2-4401;
3. In order to annex the property, pursuant to Mont. Code Ann. § 7-2-4402 et. seq., the City Council must first adopt a Resolution of Intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel, in addition to advertising and conducting a public hearing on the proposed annexation;
4. Montana law also requires municipalities include the full width of any public rights-of-way adjacent to the property being annexed; therefore, pursuant to Mont. Code Ann. § 7-2-4211, the City has included the full width of the adjacent public rights-of-way including but not limited to the currently non-annexed portion of West 12th Street within the annexation boundary; and
5. The City Council acknowledges that upon annexation of the property and public rights-of-way, the City must provide services for the annexed property as required by Mont. Code Ann. §7-2-4409.

NOW, THEREFORE, BE IT RESOLVED pursuant to Mont. Code Ann. § 7-2-4404, the City Council of the City of Laurel, Montana, hereby adopts the Resolution of Intent providing notice to the citizens of Laurel and nearby property owners that the City Council intends to annex the governmental property contiguous to the City of Laurel described in the attached Exhibit and consistent with the previous Resolutions already approved by City Council;

BE IT FURTHER RESOLVED, the proposed annexation is further reflected and shown on Exhibit A, attached hereto and hereby incorporated herein, as contained in the records in the office of the Clerk and Recorder of Yellowstone County;

BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on the 8th day of July 2025, at 6:30 p.m.; and

BE IT FURTHER RESOLVED, upon adoption of this Resolution of Intent, the City Clerk shall publish notice to the public, at least once a week for two successive weeks, and the notice shall state that this Resolution of Intent has been duly and regularly passed and for a period of twenty (20) days after the first publication of the notice, the City Clerk shall accept

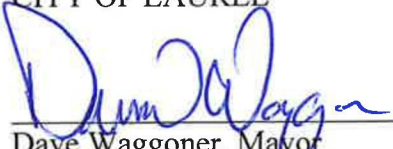
written expressions of approval or disapproval of the proposed alterations of the boundaries of the City. Further the notice shall contain the date and time scheduled for the public hearing on the proposed annexation.

Introduced at a regular meeting of the City Council on the 10th day of June 2025, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 10th day of June 2025.

APPROVED by the Mayor the 10th day of June 2025.



CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:


Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

When recorded, return to:
City of Laurel
P.O. Box 10
Laurel, MT 59044



3628831
Page: 1 of 2
06/29/2012 02:22P

QUIT CLAIM DEED

THIS INDENTURE, made the 5th day of June, 2012, between the RICHMOND FAMILY TRUST, 43781 Pocahontas Road, Baker City, Oregon 97814, Grantor, and the CITY OF LAUREL, P.O. Box 10, Laurel, Montana 59044, Grantee;

WITNESSETH: That Grantor for a valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said Grantee, all right, title and interest in and to the following described real estate, situated in the County of Yellowstone, State of Montana, which Grantor has in land more particularly described as follows:

Laurmac Subdivision Amended, S09, T02 S, R24 E, BLOCK 14, Lot 1 - 3, amended.

Together with all rights-of-way, tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, possession, claim, and demand whatsoever as well in law as in equity, of Grantor, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD all and singular the said premises, with the appurtenances thereto belonging, unto the said property of the Grantee and to his heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

When recorded, return to:
City of Laurel
P.O. Box 10
Laurel, MT 59044



3628830
Page: 1 of 2
06/29/2012 02:22P

QUIT CLAIM DEED

THIS INDENTURE, made the 5th day of June, 2012, between the **RICHMOND FAMILY TRUST**, 43781 Pocahontas Road, Baker City, Oregon 97814, Grantor, and the **CITY OF LAUREL**, P.O. Box 10, Laurel, Montana 59044, Grantee;

WITNESSETH: That Grantor for a valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said Grantee, all right, title and interest in and to the following described real estate, situated in the County of Yellowstone, State of Montana, which Grantor has in land more particularly described as follows:

Laurmac Subdivision Amended, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, amended.

Together with all rights-of-way, tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, possession, claim, and demand whatsoever as well in law as in equity, of Grantor, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD all and singular the said premises, with the appurtenances thereto belonging, unto the said property of the Grantee and to his heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

RESOLUTION NO. R12-79

A RESOLUTION OF INTENT OF THE CITY COUNCIL TO EXTEND THE CORPORATE BOUNDARIES OF THE CITY OF LAUREL BY ANNEXING A PARCEL OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL THE ADJACENT AND ADJOINING RIGHTS-OF-WAY TO THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA.

WHEREAS, pursuant to MCA §7-2-4403, the Mayor of the City of Laurel petitioned the City Council, by letter dated September 11, 2012, to annex the City owned park land that is legally described as LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, ~~Lot 4-6~~, AMND; and

1-6

WHEREAS, the parcel is commonly known and referred to as the Jake and Lois Bernhardt Parkway and is owned entirely by the City of Laurel and as shown on the attached map, the parcel is adjacent to West 12th Street and contiguous to the City limits as defined by Montana Law at MCA § 7-2-4401; and

WHEREAS, in order to annex the property, pursuant to MCA § 7-2-4402 et. seq., the City Council must first adopt a Resolution of intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel in addition to advertising and conducting a public hearing on the proposed annexation; and

WHEREAS, Montana law also requires municipalities include the full width of any public rights-of-way adjacent to the property being annexed; therefore, pursuant to MCA § 7-2-4211, the City has included the full width of the adjacent public rights-of-way including but not limited to the currently non-annexed portion of West 12th Street within the annexation boundary; and

WHEREAS, the City Council acknowledges that upon annexation of the property and public rights-of-way, the City must provide services for the annexed property as required by MCA §7-2-4409.

NOW, THEREFORE, BE IT RESOLVED pursuant to MCA § 7-2-4404, the City Council of the City of Laurel, Montana, hereby adopts the Resolution of Intent providing notice to the citizens of Laurel and nearby property owners that the City Council intends to annex the following governmental property contiguous to the City of Laurel described as:

“LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, ~~Lot 4-6~~, AMND, and any and all public rights-of-way adjacent or adjoining thereto”

1-6

BE IT FURTHER RESOLVED, the proposed annexation is further reflected and shown on Exhibit A, attached hereto and hereby incorporated herein, as contained in the records in the office of the Clerk and Recorder of Yellowstone County; and


BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on October 16, 2012, at 6:30 p.m.; and

BE IT FURTHER RESOLVED, upon adoption of this Resolution of Intent, the City Clerk shall publish notice to the public, at least once a week for two successive weeks, and the notice shall state that this resolution of intent has been duly and regularly passed and for a period of 20 days after the first publication of the notice, the city clerk shall accept written expressions of approval or disapproval of the proposed alterations of the boundaries of the City. Further the notice shall contain the date and time scheduled for the public hearing on the proposed annexation.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of September, 2012.

APPROVED by the Mayor this 18th day of September, 2012.

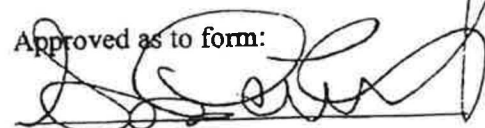
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter
Civil City Attorney

5TH AVE

019 001501A 001501 001498 001497

02 001502A 001502B 001499 001499A 001500

001503C 001503B 001503A 001593 001592F 001592E 001592D 001592C

002548 001569 001777A

002547 001567 001568 001777B 001778 001779

001595

001523

W-12TH ST

001496 001495 001490 001489B 001489A 001489 001488 001487 001484 001482

001493 001492

001780

002387

001591

VALLEY DR

GRANDVIEW BLVD



City of Laurel Planning
Department 9/2012

RESOLUTION NO. R12-90

**RESOLUTION TO ANNEX A PARCEL OF CITY OWNED PARK LAND THAT IS
CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL THE
ADJACENT AND ADJOINING RIGHTS-OF-WAY TO THE ANNEXED PROPERTY,
IN YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, the City Council has determined it is in the best interest of the City of Laurel to annex City park land, commonly known and referred to as the Jake and Lois Bernhardt Parkway and described herein, that is contiguous to the city limits as defined by Montana Law at MCA § 7-2-4401.

WHEREAS, in order to annex the property, pursuant to MCA § 7-2-4402 et. seq., the City Council must first adopt a Resolution of Intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel in addition to advertising and conducting a public hearing on the proposed annexation; and

WHEREAS, the City Council adopted said Resolution of Intent at a regular meeting of the City Council on September 18, 2012, and the City Clerk provided notice to the public, and for a period of 20 days after said publication, the City Clerk accepted written comments from registered voters residing in the area approving or disapproving the proposed annexation; and

WHEREAS, a public hearing was held on October 16, 2012 and no objections to the annexation were heard.

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

1. Pursuant to Montana Code Annotated, §7-2-4404, the following governmental property contiguous to the City of Laurel, more particularly described as follows is hereby annexed for inclusion within the boundaries of the City of Laurel:

"LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, ~~LOTS 4-6~~, AMND, and any and all public rights-of-way adjacent or adjoining thereto."


2. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.
3. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed and shall be complete.

Introduced at a regular meeting of the City Council on November 6, 2012, by Council Member McGee.

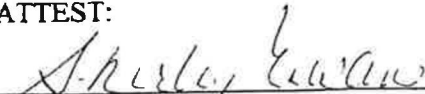
PASSED and APPROVED by the City Council of the City of Laurel this 6th day of November, 2012.

APPROVED by the Mayor this 6th day of November, 2012.

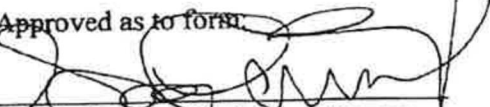
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

When recorded, return to:
City of Laurel
P.O. Box 10
Laurel, MT 59044



Yellowstone County

QCD

14 00

3628830

Page: 1 of 2
06/29/2012 02:22P

QUIT CLAIM DEED

THIS INDENTURE, made the 5th day of June, 2012, between the RICHMOND FAMILY TRUST, 43781 Pocahontas Road, Baker City, Oregon 97814, Grantor, and the CITY OF LAUREL, P.O. Box 10, Laurel, Montana 59044, Grantee;

WITNESSETH: That Grantor for a valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said Grantee, all right, title and interest in and to the following described real estate, situated in the County of Yellowstone, State of Montana, which Grantor has in land more particularly described as follows:

Laurmac Subdivision Amended, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, amended.

Together with all rights-of-way, tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, possession, claim, and demand whatsoever as well in law as in equity, of Grantor, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD all and singular the said premises, with the appurtenances thereto belonging, unto the said property of the Grantee and to his heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

RICHMOND FAMILY TRUST

By:

Joyce B. Richmond
Joyce Richmond, Trustee

By:

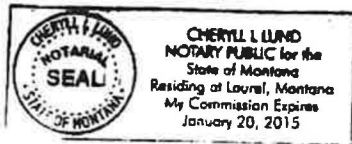
Robert Richmond
Robert Richmond, Trustee



STATE OF MONTANA)
:SS.
County of Yellowstone)

On this 21st day of May in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Joyce Richmond and Robert Richmond, as Trustees of the Richmond Family Trust, Grantor, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that s/he executed the same.

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



Cheryl L. Lund
Signature

Cheryl L. Lund
Printed Name
Notary Public for the State of Montana
Residing at Laurel
My commission expires Jan. 20, 2015

Acknowledgement and Acceptance of Conveyance:

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument pursuant to City Council Resolution 110. R 12-31 this 5th day of June, 2012.

Kenneth E. Olson, Jr.
Kenneth E. Olson, Jr. Mayor

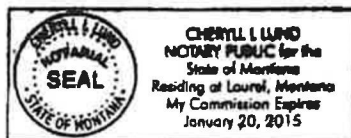
Attest:

Shirley Ewan
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA)
:
County of Yellowstone)

On this 10th day of June in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Kenneth E. Olson Jr., as Mayor of the City of Laurel, and Shirley Ewan, as Clerk/Treasurer of the City of Laurel, who signed the foregoing instrument and acknowledged to me that they executed the same in their official capacity.

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



Cheryl L. Lund
Signature

Cheryl L. Lund
Printed Name
Notary Public for the State of Montana
Residing at Laurel
My commission expires Jan. 20, 2015

When recorded, return to:
City of Laurel
P.O. Box 10
Laurel, MT 59044



3628831
Page: 1 of 2
06/29/2012 02:22P

QUIT CLAIM DEED

THIS INDENTURE, made the 5th day of June, 2012, between the RICHMOND FAMILY TRUST, 43781 Pocahontas Road, Baker City, Oregon 97814, Grantor, and the CITY OF LAUREL, P.O. Box 10, Laurel, Montana 59044, Grantee;

WITNESSETH: That Grantor for a valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said Grantee, all right, title and interest in and to the following described real estate, situated in the County of Yellowstone, State of Montana, which Grantor has in land more particularly described as follows:

Laurmac Subdivision Amended, S09, T02 S, R24 E, BLOCK 14, Lot 1 - 3, amended.

Together with all rights-of-way, tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, possession, claim, and demand whatsoever as well in law as in equity, of Grantor, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD all and singular the said premises, with the appurtenances thereto belonging, unto the said property of the Grantee and to his heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

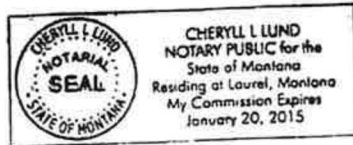


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Page: 2 of 2
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STATE OF MONTANA)
:SS.
County of Yellowstone)

On this 21st day of May in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Joyce Richmond and Robert Richmond, as Trustees of the Richmond Family Trust, Grantor, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that s/he executed the same.

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



Cheryl L. Lund
Signature

Cheryl L. Lund
Printed Name
Notary Public for the State of Montana
Residing at Laurel
My commission expires Jan. 20, 2015

Acknowledgement and Acceptance of Conveyance:

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument pursuant to City Council Resolution No. R 12-31 this 5th day of June, 2012.

Kenneth E. Olson, Jr.
Kenneth E. Olson, Jr. Mayor

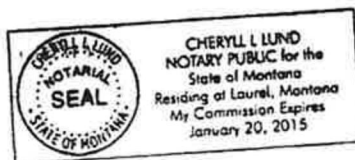
Attest:

Shirley Ewan
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA)
:
County of Yellowstone)

On this 6th day of June in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Kenneth E. Olson Jr., as Mayor of the City of Laurel, and Shirley Ewan, as Clerk/Treasurer of the City of Laurel, who signed the foregoing instrument and acknowledged to me that they executed the same in their official capacity.

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



Cheryl L. Lund
Signature

Cheryl L. Lund
Printed Name
Notary Public for the State of Montana
Residing at Laurel
My commission expires Jan. 20, 2015

RESOLUTION NO. R12-79

A RESOLUTION OF INTENT OF THE CITY COUNCIL TO EXTEND THE CORPORATE BOUNDARIES OF THE CITY OF LAUREL BY ANNEXING A PARCEL OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL THE ADJACENT AND ADJOINING RIGHTS-OF-WAY TO THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA.

WHEREAS, pursuant to MCA §7-2-4403, the Mayor of the City of Laurel petitioned the City Council, by letter dated September 11, 2012, to annex the City owned park land that is legally described as LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, AMND; and

WHEREAS, the parcel is commonly known and referred to as the Jake and Lois Bernhardt Parkway and is owned entirely by the City of Laurel and as shown on the attached map, the parcel is adjacent to West 12th Street and contiguous to the City limits as defined by Montana Law at MCA § 7-2-4401; and

WHEREAS, in order to annex the property, pursuant to MCA § 7-2-4402 et. seq., the City Council must first adopt a Resolution of intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel in addition to advertising and conducting a public hearing on the proposed annexation; and

WHEREAS, Montana law also requires municipalities include the full width of any public rights-of-way adjacent to the property being annexed; therefore, pursuant to MCA § 7-2-4211, the City has included the full width of the adjacent public rights-of-way including but not limited to the currently non-annexed portion of West 12th Street within the annexation boundary; and

WHEREAS, the City Council acknowledges that upon annexation of the property and public rights-of-way, the City must provide services for the annexed property as required by MCA §7-2-4409.

NOW, THEREFORE, BE IT RESOLVED pursuant to MCA § 7-2-4404, the City Council of the City of Laurel, Montana, hereby adopts the Resolution of Intent providing notice to the citizens of Laurel and nearby property owners that the City Council intends to annex the following governmental property contiguous to the City of Laurel described as:

“LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, AMND, and any and all public rights-of-way adjacent or adjoining thereto”

BE IT FURTHER RESOLVED, the proposed annexation is further reflected and shown on Exhibit A, attached hereto and hereby incorporated herein, as contained in the records in the office of the Clerk and Recorder of Yellowstone County; and

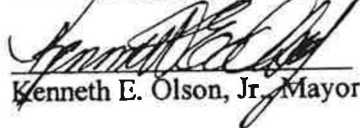
BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on October 16, 2012, at 6:30 p.m.; and

BE IT FURTHER RESOLVED, upon adoption of this Resolution of Intent, the City Clerk shall publish notice to the public, at least once a week for two successive weeks, and the notice shall state that this resolution of intent has been duly and regularly passed and for a period of 20 days after the first publication of the notice, the city clerk shall accept written expressions of approval or disapproval of the proposed alterations of the boundaries of the City. Further the notice shall contain the date and time scheduled for the public hearing on the proposed annexation.

PASSED and APPROVED by the City Council of the City of Laurel this 18th day of September, 2012.

APPROVED by the Mayor this 18th day of September, 2012.

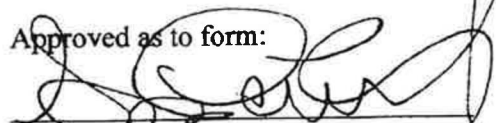
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter
Civil City Attorney

JAKE AND LOIS BERNHARDT PARKWAY



Boundary Line

City Limits

City of Laurel Planning
Department 9/2012

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Mayor

May 23, 2025

Annexation of Block 14 lots 1-6 of Laurmac Subdivision Amended and Adjacent Rights of Way

David Waggoner, Mayor of City of Laurel, authorizes the annexation of block 14 lots 1,2,3,4,5,6 of Laurmac Subdivision Amended, city-owned lands adjacent to the city of Laurel, along with the adjacent rights of way, to become part of the jurisdiction of the City of Laurel, Montana.

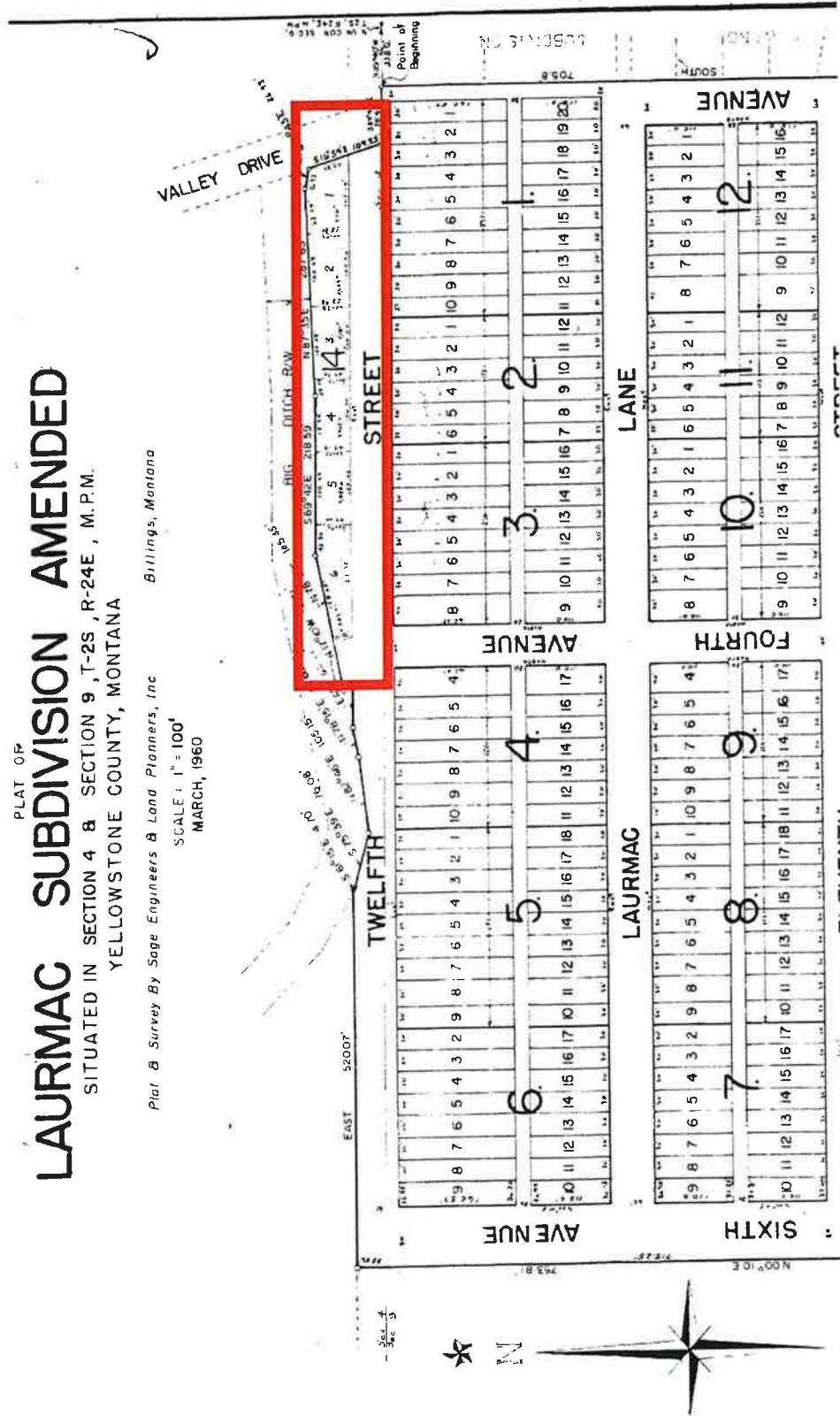
The ownership of these lots is recorded with the Clerk and Recorder of Yellowstone County documents numbering 3628830 and 3628831. Copies of the recorded quit claim deeds are attached to this letter.

David Waggoner, Mayor

Exhibit "A" Annexation Area is in Red

PLAT OF
LAURMAC SUBDIVISION AMENDED
 SITUATED IN SECTION 4 & SECTION 9, T-2S, R-24E, M.P.M.
 YELLOWSTONE COUNTY, MONTANA

Plat & Survey By Sage Engineers & Land Planners, Inc
 Billings, Montana
 SCALE: 1" = 100'
 MARCH, 1960



RESOLUTION NO. R12-90

**RESOLUTION TO ANNEX A PARCEL OF CITY OWNED PARK LAND THAT IS
CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL THE
ADJACENT AND ADJOINING RIGHTS-OF-WAY TO THE ANNEXED PROPERTY,
IN YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, the City Council has determined it is in the best interest of the City of Laurel to annex City park land, commonly known and referred to as the Jake and Lois Bernhardt Parkway and described herein, that is contiguous to the city limits as defined by Montana Law at MCA § 7-2-4401.

WHEREAS, in order to annex the property, pursuant to MCA § 7-2-4402 et. seq., the City Council must first adopt a Resolution of Intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel in addition to advertising and conducting a public hearing on the proposed annexation; and

WHEREAS, the City Council adopted said Resolution of Intent at a regular meeting of the City Council on September 18, 2012, and the City Clerk provided notice to the public, and for a period of 20 days after said publication, the City Clerk accepted written comments from registered voters residing in the area approving or disapproving the proposed annexation; and

WHEREAS, a public hearing was held on October 16, 2012 and no objections to the annexation were heard.

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

1. Pursuant to Montana Code Annotated, §7-2-4404, the following governmental property contiguous to the City of Laurel, more particularly described as follows is hereby annexed for inclusion within the boundaries of the City of Laurel:

“LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, LOTS 4-6, AMND, and any and all public rights-of-way adjacent or adjoining thereto.”

2. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.
3. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed and shall be complete.

Introduced at a regular meeting of the City Council on November 6, 2012, by Council Member McGee.

PASSED and APPROVED by the City Council of the City of Laurel this 6th day of November, 2012.

APPROVED by the Mayor this 6th day of November, 2012.

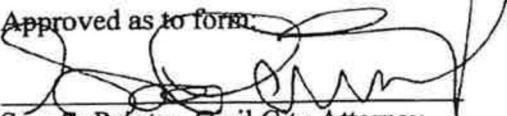
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

File Attachments for Item:

11. Resolution No. R25-45: A Resolution Of The City Council Authorizing The Mayor To Execute An Emergency Services Mutual Aid Agreement By And Between The City Of Laurel And The Joliet Emergency Services Department, Inc.

RESOLUTION NO. R25-45

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN EMERGENCY SERVICES MUTUAL AID AGREEMENT BY AND
BETWEEN THE CITY OF LAUREL AND THE JOLIET EMERGENCY SERVICES
DEPARTMENT, INC.**

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

Section 1: Approval. The Emergency Services Mutual Aid Agreement (hereinafter “the Agreement”) by and between the City of Laurel (hereinafter “the City”) and the Joliet Emergency Services Department, Inc., a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the 8th day of June, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 8th day of June, 2025.

APPROVED by the Mayor the 8th day of June, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

EMERGENCY SERVICES MUTUAL AID AGREEMENT

This Agreement is made and entered into by and between:

The City of Laurel, a Montana City, by and through its Laurel Emergency Services Department (hereinafter “Laurel EMS” or “Department”), at an address of 215 West 1st, Laurel MT 59044; and

Joliet Emergency Services Department, Inc (hereinafter “Joliet EMS” or “Department”), at an address of 322 East Front St, Joliet, MT 59041.

1. Purpose

This Agreement outlines the terms under which one Department will compensate the other when emergency response personnel from one Department provides patient care while riding in the other Department’s ambulance during an emergency medical response. This Agreement becomes effective on the date of signing.

2. Compensation

When emergency response personnel from one Department (the "Assisting Department") provides care and rides in the ambulance of the other Department transporting the patient (the "Receiving Department"), the Receiving Department agrees to pay the Assisting Department a flat rate of Two-Hundred Fifty Dollars (**\$250.00**) **per call**.

3. Invoicing and Payment

- The Assisting Department will submit an invoice to the Receiving Department on a monthly basis.
- Payment shall be made within sixty (**60**) **days** of receipt of the invoice.

4. Term and Termination

This Agreement shall remain in effect until terminated by either party with **30 days written notice**.

5. Miscellaneous

- **Amendment:** This Agreement may be amended only in writing and signed by both parties.
- **Mutual Indemnification:** Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party (the “Indemnified Party”), including its elected officials, officers, employees, agents, and volunteers, from and against any and all claims, damages, liabilities, costs, judgments, settlements, and expenses (including reasonable attorney’s fees) arising out of or in connection with the negligent or wrongful acts or omissions of the Indemnifying Party or its personnel in the performance of this Agreement. This obligation to indemnify does not extend to any claims or liabilities that arise solely

from the negligent or wrongful acts or omissions of the Indemnified Party. Where fault is shared, each Party's obligation to indemnify shall be proportionate to its degree of fault as determined by law. Nothing in this Agreement shall be construed to waive any immunities or defenses available to either Party under the Montana Constitution, Montana Tort Claims Act (§ 2-9-101 et seq., MCA), or other applicable laws. This provision shall survive the termination or expiration of this Agreement.

Signed and Dated this _____ day of _____, 2025.

Mayor of the City of Laurel

President of Joliet Emergency Medical Services

File Attachments for Item:

12. Resolution No. R25-46: A Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Local Union Local 303, American Federation Of State, County, And Municipal Employees, AFSCME.

RESOLUTION NO. R25-46

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY
AND BETWEEN THE CITY OF LAUREL AND LOCAL UNION LOCAL 303,
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have an existing Collective Bargaining Agreement (hereinafter “CBA”) in place;

WHEREAS, the City and the Union previously negotiated set wages for all City of Laurel Police Department Officers and related personnel;

WHEREAS, the Union has requested an increase in wages for all City of Laurel Police Department Officers and related personnel, currently-employed and moving forward, and that are subject to the CBA, in order to address hiring and retention needs;

WHEREAS, the City and the Union have negotiated a Memorandum of Understanding (hereinafter “MOU”) between the City and the Union to address the increased compensation for City of Laurel Police Department Officers and related personnel; and

WHEREAS, the City and the Union specifically agree that the MOU is only intended to address the wage increase and does not constitute any further amendment of any kind to the CBA or a past or current practice on either the City or the Union’s behalf.

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

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

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

Introduced at a regular meeting of the City Council on the 8th day of July 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 8th day of July 2025.

APPROVED by the Mayor on the 8th day of July 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF UNDERSTANDING

By and Between the City Of Laurel and Local Union Local 303, American Federation Of State, County, And Municipal Employees, AFSCME

WHEREAS, the City of Laurel and Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have an existing Collective Bargaining Agreement (hereinafter “CBA”) in place;

WHEREAS, the City and the Union previously negotiated set wages for all City of Laurel Police Department Officers and Related Personnel;

WHEREAS, the Union has requested an increase in wages for all City of Laurel Police Department Officers and Related Personnel, currently-employed and moving forward, and that are subject to the CBA, as follows:

Grade	Position	Effective 07/01/24 to 6/30/25	Effective 07/01/25 to 6/30/26	Effective 07/01/26 to 6/30/27
1	Animal Control/Parking Attendant	\$21.07/hr.	\$21.91/hr.	\$21.91/hr.
2	Communications Officer I	<u>\$24.41/hr.</u>	<u>\$25.87/hr.</u>	<u>\$25.87/hr.</u>
3	Communications Officer II	\$25.54/hr.	\$27.07/hr.	\$27.07/hr.
4	Communications Officer III	\$26.90/hr.	\$28.51/hr.	\$28.51/hr.
5	Police Officer, Patrolman	\$28.83/hr.	\$29.26/hr.	\$29.26/hr.
6	Police Officer, Senior Patrolman	\$29.97/hr,	\$30.42/hr.	\$30.42/hr.
7	Police Officer, Master Patrolman	\$31.69/hr.	\$32.17/hr.	\$32.17/hr.

WHEREAS, the City and the Union agree to the terms of this Memorandum of Understanding (hereinafter “MOU”) between the City and the Union to address the increased compensation for City of Laurel Police Department Officers and Related Personnel; and

WHEREAS, the City and the Union specifically agree that the MOU is only intended to address the aforementioned wage increase and does not constitute any further amendment of any kind to the CBA or a past or current practice on either the City or the Union's behalf.

NOW THEREFORE, the City and the Union agree to an increase in wages for all City of Laurel Police Department Officers and Related Personnel, currently-employed and moving forward, and that are subject to the CBA, as contemplated herein, in order to address hiring and retention needs; and

THEREFORE, the terms of this MOU are effective as of the date set forth below.

Dated this _____ day of _____, 2025.

CITY OF LAUREL

LOCAL 303

Dave Waggoner, Mayor

Union President

File Attachments for Item:

13. Resolution No. R25-47: A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.

RESOLUTION NO. R25-47

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF LAUREL AND THE YELLOWSTONE VALLEY ANIMAL SHELTER, FOR THE PROVISION OF ANIMAL SHELTER SERVICES.

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

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

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement with the Yellowstone Valley Animal Shelter on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on the 8th day of July 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 8th day of July 2025.

APPROVED by the Mayor the 8th day of July 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CONTRACT FOR SERVICES

This Agreement is made by and between the City of Laurel, Montana (“City”), and Yellowstone Valley Animal Shelter, Billings, Montana (“Contractor”).

City and Contractor, in consideration of the material covenants set forth in this Agreement, agree as follows:

1. **TERM:** This Agreement is effective as of the date of its execution and will begin on July 1, 2025 and terminate on June 30, 2026. The parties may extend this Agreement, by mutual concurrence, for four (4) additional one-year periods, in writing, prior to termination of each term.
2. **SCOPE OF WORK:** Contractor shall provide the following services:
 - a. **Dog Impounds:** Contractor agrees to admit and accept responsibility for the care and custody of all dogs impounded at the Contractor facility by personnel of the City and within the City boundaries, subject to the limitations set forth in this Agreement. The Contractor agrees to take reasonable care of such dogs in a manner consistent with good standard practices of animal shelters to include, but not be limited to, providing proper food, water and shelter.
 - i. It is understood that City has a facility to keep dogs for a 72-hour hold period. Under the terms of this Agreement, City may bring dogs to Contractor for veterinary treatment for illness or injury during this 72-hour hold period. If Contractor determines that such dogs require any vaccinations or other treatment in order to protect the greater population of animals, the Contractor may administer such treatment.
 - ii. All dogs not reclaimed by an owner within City’s 72-hour hold period shall become the property of the Contractor. Additionally, all dogs brought to Contractor’s facility by the City beyond the City’s 72-hour period shall become the property of the Contractor.
 - iii. Payment of all boarding fees and surgery costs shall initially be the responsibility of the animal owner. If the dog is not reclaimed within 72 hours, Contractor will notify the City and the dog will be placed for adoption and the unpaid boarding fees and surgery costs shall then be borne by the City.
 - iv. Any dog impounded for rabies quarantine will be held 10 days from the time of the bite or whatever time is required by the Yellowstone County Health Department, whichever is longer. The City may authorize an earlier release to the owner. No dog will be released from quarantine without a signed Rabies Quarantine Release Form that is provided by the City.

- v. All dogs impounded pursuant to this section will be held by the Contractor until they are released to Contractor by a signed release from the owner, the owner's legal representative, or by a court of law. The dog may be released to the owner with a release signed by the City. If the owner does not respond within 72 hours, the Contractor assumes ownership of the animal.
 - b. **Limitation:** This Agreement applies only to dogs and no other animals. Contractor will not accept any more than ten (10) dogs from one incident from the City, or any other entity, without prior notification. The City (or other entity) shall reasonably communicate with Contractor when it receives a report of an incident which could result in bringing more than 10 dogs to Contractor. Further, the City shall communicate and coordinate with Contractor regarding non-emergency incidents involving more than 10 dogs. Upon a minimum of six (6) hours' notification, Contractor will make every effort to accept the dogs but may choose not to accept all. The City will be responsible for seeking care for those animals elsewhere.
 - c. **Euthanasia During Impound Period:** The Contractor shall only euthanize a dog during the impound period within 72 hours upon written request by the City, order of a court of law, or if such dog is seriously injured, hopelessly sick or injured beyond any reasonable chance of recovery.
 - d. **Veterinary Care:** In the event a dog is brought to Contractor by an officer or citizen from within the City and logged in as a City impound, appropriate veterinary care will be provided if the situation arises. The Contractor will notify the officer of the veterinary care and the City will reimburse the Contractor for the cost of the veterinary services if not paid by the owner.
3. **PAYMENT:** For the services provided in this Agreement, City shall pay contractor an annual fee of Five-Thousand and no/100 Dollars (\$5,000.00), plus additional fees adjusted based on U.S. Bureau of Labor Statistics Consumer Price Index, West Region figures. Payment shall be made in equal monthly installments after invoicing by Contractor.
4. **OTHER FEES:**
- a. For impounded dogs, Contractor may collect daily boarding/reclaim fees from the owner at the time the dog is reclaimed. The boarding and reclaim fees will be set by Contractor.
 - b. In addition to all other fees allowed by this Agreement, if City brings ten (10) or more dogs into the shelter from any one given situation, City will pay an additional fee of Three Hundred and no/100 Dollars (\$300.00) to Contractor as emergency funding for each group of ten (10) dogs.
 - c. In addition to the foregoing, City will pay Contractor the cost of additional veterinary services requested by the City for any impounded dog authorized by the

City and not paid by the owner. Such services include but are not limited to workups for animal cruelty cases or other veterinary care.

- d. Contractor will bill the City monthly for all fees due under this Agreement, and such fees are due and payable within 30 days of receipt of the bill. Contractor may add finance charges for any bill not paid within 30 days, and City agrees to pay such charges.

- 5. **CITY DUTIES:** City will make every reasonable effort to locate the dog's owner before transporting the dog to Contractor. City will give six (6) hours' notice to Contractor of the surrender or capture of more than 10 dogs. City will not accept owner surrenders in the field. Persons surrendering a dog must make arrangements with Contractor.

6. **RECORDS:**

- a. The City, upon impounding a dog, will provide a written record to the Contractor to include:
 - i. The date and time the dog was impounded;
 - ii. A description of the dog by breed, gender, physical characteristics, collar and/or tags and assigned identification number;
 - iii. Location where the dog was found and reason for impoundment;
 - iv. Name, address, telephone number and location of the dog's owner, if known; and
 - v. Name and badge number of the officer impounding the dog.
- b. Contractor will provide upon request a written record of the disposition of all dogs impounded by the City, to include:
 - i. Disposition, date and time of same;
 - ii. Name, address and phone number of owners reclaiming their dog;
 - iii. Name, current address and telephone number of any citizen turning a dog into the shelter and logged in under the City account;
 - iv. Name of the Contractor representative releasing or euthanizing the dog; and
 - v. A monthly itemized account of all dogs impounded within the City and any additional charges for related services.
- c. Contractor agrees to attempt to verify the identity of the citizen by confirming identification with a photo identification card and making appropriate notations regarding such verification. And, with the individuals' consent, may photocopy that identification for use by the City.

- 7. **INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties. Contractor shall comply with the applicable requirements

of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all employees of Contractor's organization, except for those who are exempted by law. Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

8. **INDEMNITY:** The Contractor shall defend, indemnify and hold harmless City from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's negligence and for which City's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that City is liable for any damages by reason of a non-delegable duty.

The City shall defend, indemnify and hold harmless Contractor from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of City's negligence and for which Contractor's sole basis of liability is vicarious liability for the acts or omissions of City. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Contractor, is liable for any damages by reason of a non-delegable duty.

9. **INSURANCE:** Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming City as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work or service and for which the City's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance the City of Laurel as additional insured. In addition, Contractor will furnish to City a copy of the policy endorsement, CG 32 87 05 10, indicating that the City of Laurel is named as an additional insured under the Contractor's insurance policy. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of City. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

10. **COMPLIANCE WITH LAWS:** Contractor agrees to operate the shelter in accordance with local, state and federal laws, ordinances, rules, and regulations, and national standards, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section Mont. Code Ann. § 49-3-207, Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract. City agrees to comply with all local, state and federal laws, ordinances, rules and regulations.
11. **LIAISON:** City's designated liaison with Contractor is Jarred Anglin, and Contractor's designated liaison with City is Triniti Halverson, Yellowstone Valley Animal Shelter Executive Director.
12. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Subject to Section 14 of this Agreement, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

Either party may terminate this Agreement by providing the other with a written notice of intent to terminate at least ninety (90) days in advance of the termination date. Said notice shall be in writing and delivered to the other party.
13. **NON-WAIVER:** A waiver by either party, any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.
14. **DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to

resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this Agreement.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the Montana Thirteenth Judicial District Court, Yellowstone County.
16. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.
17. **BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
18. **NO ASSIGNMENT:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without written consent of the other.
19. **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
20. **HEADINGS:** The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
21. **SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
22. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the City or Contractor demonstrating both parties' compliance with the requirements of this Agreement.
23. **COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.
24. **INTEGRATION:** The Contract Documents, which comprise the entire agreement between City and Contractor, consist of the following:
 - This Agreement;
 - Contractor's proposal; and
 - Contractor's current Certificate of Insurance and Workers Compensation coverage.

All communications, either verbal or written, made prior to the date of this Agreement are withdrawn unless specifically made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective the first day of the term set forth herein.

CITY OF LAUREL, MONTANA

YELLOWSTONE VALLEY ANIMAL SHELTER

MAYOR

TRINITI HALVERSON, Executive Director

File Attachments for Item:

14. Resolution No. R25-48: A Resolution Of The City Council Approving Variance From Requirement To Install Curb And Gutter Improvements At Property Located In The City Of Laurel, Montana.

RESOLUTION NO. R25-48

A RESOLUTION OF THE CITY COUNCIL APPROVING VARIANCE FROM REQUIREMENT TO INSTALL CURB AND GUTTER IMPROVEMENTS AT PROPERTY LOCATED IN THE CITY OF LAUREL, MONTANA.

WHEREAS, on June 30, 2025, property owners Shawn and Amy Mullaney (hereinafter “the Mullaney”) submitted a Variance Request (hereinafter “the Variance”) on behalf of their property anticipated to be located at 207 E. 11th Street, Laurel, MT 59044, but more specifically described hereinafter by way of the enclosed legal description (hereinafter “the property”) to request a Variance from the requirement to install curb and gutter improvements at the property (hereinafter “the Application”);

WHEREAS, the legal description of the property is MAGNUS SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 15 – 16, & ADJ 10' VAC ALLEY (95), Lot 17-18;

WHEREAS, City Staff has reviewed the Variance Request and recommends that the denial of the Variance Request would constitute an unnecessary and unjust invasion of the right of property;

WHEREAS, City Staff recommends that the Variance is within the spirit, intent, purpose, and general plan of the LMC;

WHEREAS, City Staff recommends that the Variance would not affect adversely or injure or result in injustice to others;

WHEREAS, City Staff recommends that the Variance rises to the level of the DO APPROVE recommendation and forwards the same to the Laurel City Council for FINAL DECISION and recommends approval of the Variance.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the Variance Request is hereby approved as follows:

1. The Variance shall be good for three (3) years from approval;
2. The Property Owners shall apply for a building permit;
3. The property shall be kept free of noxious weeds;
4. The Property Owners shall comply with Public Works Standards for connection and improvements to City water and sewer services;
5. All storm water must be kept on site;
6. Any constructed home shall face south toward E. 11th Street right of way;
7. The Property Owners understand and agree that the City intends to complete East 11th Street in the future by creation of an SID, which the Property Owners will not protest and will participate in; and

8. The Variance shall apply to the property as currently legally described and not for any future or subsequent lots.

Introduced at a regular meeting of the City Council on the 8th day of July 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 8th day of July 2025.

APPROVED by the Mayor on the 8th day of July 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Shawn & Amy Mullaney
P.O. Box 103
Laurel, MT 59044
406-672-4406 or 307-921-8094
1smullaney@gmail.com

June 30, 2025

City of Laurel
Planning & Public Works Department
115 W 1st St.
Laurel, MT 59044

RE: Request for Variance – Curb and Gutter Requirement

To Whom It May Concern,

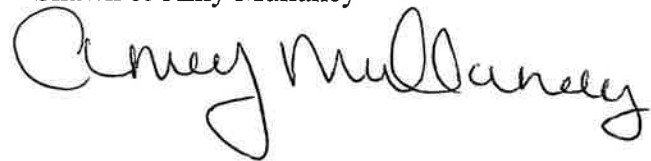
We are writing to formally request a variance from the requirement to install curb and gutter at our property located at (TBD) 207 E 11th, Laurel, MT 59044

We believe this request is reasonable and justified based on the following considerations:

- **Our property is the only one currently accessed by this section of East 11th Street.** As such, the installation of curb and gutter would serve no broader public use at this time and would represent a significant cost with minimal benefit.
- **We have already constructed a secondary access point to our property,** which is fully accessible by emergency vehicles. This additional access helps ensure public safety needs are met, regardless of future infrastructure improvements.
- **Should the City choose to extend East 11th Street to connect with Great Northern,** we fully support that vision and understand that the infrastructure upgrades—including curb, gutter, and paving—would likely be completed through a Special Improvement District (SID). In that case, we are more than willing to pay our equitable share of the costs as part of that future development.

For these reasons, we respectfully request approval of our variance. We appreciate your consideration and are happy to provide any additional information you may need.

Sincerely,
Shawn & Amy Mullaney



Q



File Attachments for Item:

15. Resolution No. R25-49: Resolution Of City Council Approving Final Annexation For A Portion Of Lot 7a-1, Of The Amended Plat Of Tracts 6A And 7A, Of The Amended Plat Of Tracts 6 And 7, Of Westbrooks Subdivision, Yellowstone County, Montana.

RESOLUTION NO. R25-49

RESOLUTION OF CITY COUNCIL APPROVING FINAL ANNEXATION FOR A PORTION OF LOT 7A-1, OF THE AMENDED PLAT OF TRACTS 6A AND 7A, OF THE AMENDED PLAT OF TRACTS 6 AND 7, OF WESTBROOKS SUBDIVISION, YELLOWSTONE COUNTY, MONTANA.

WHEREAS, a Petition for Annexation was submitted to the City of Laurel by Michael Stitzinger, Hans Stitzinger, and James F. Stitzinger Jr., who were the previous property owners, and the Developer (hereinafter “Petitioner”) of certain real property situated in Yellowstone County, Montana, on the 6th day of March 2024;

WHEREAS, the real property is generally described as follows:

A Portion of Lot 7A-1, of the Amended Plat of Tracts 6A and 7A, of the Amended Plat of Tracts 6 and 7, of Westbrooks Subdivision, Yellowstone County, Montana, according to the Official Plat on file in the Office of the Clerk and Recorder of said County, under Document No. 1684287, excepting therefrom that portion granted unto the State of Montana by virtue of Bargain and Sale Deed Recorded January 25, 1965, Book 807, under Document No. 747048; and excepting therefrom that portion granted unto the Montana Department of Transportation by virtue of Bargain and Sale Deeds Recorded September 13, 2017, under Document Nos. 3827294 and 3827295; and excepting therefrom that portion granted unto the Montana Department of Transportation by virtue of Warranty Deeds Recorded September 13, 2017 under Document Nos. 3827296 and 3827297.

The real property is generally reflected on the Exhibit attached hereto, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way;

WHEREAS, Petitioner sought annexation of the property into the City of Laurel in order to access and utilize City of Laurel services, including, but not limited to, water, sewer, police, and fire;

WHEREAS, the Laurel City-County Planning Board held a duly advertised public hearing on Petitioner’s Petition for Annexation on the 17th day of April 2024;

WHEREAS, at the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of the annexation request;

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner’s Petition for Annexation on the 11th day of June 2024;

WHEREAS, at the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation was in the best interests of the City at this time;

WHEREAS, the annexation of the property is subject to a Late-Comers and Development Agreement, by and between the City of Laurel and the Developer (Love's), which was executed by and between the City of Laurel and the Developer and was attached to Resolution No. R25-39 and thereto incorporated as part of the Resolution;

WHEREAS, the Property Owner will comply with all of the terms and conditions of annexation imposed by the Laurel City Council;

WHEREAS, all public water, sewer, streetways, and storm drainages will be extended by the Property Owner and thereafter approved by the Laurel Public Works Department;

WHEREAS, a Waiver of Right of Protest has been finalized, the appropriate Agreements have been executed, and all appropriate and necessary work will be completed; and

WHEREAS, the City is prepared to approve the Final Annexation of the property.

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

1. The owner of record of the territory annexed to the City of Laurel has executed a Petition of Annexation.
2. Pursuant to Mont. Code Ann. § 7-2-46, the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described herein.
3. The following described territory is hereby annexed to the City of Laurel: A portion of Lot 7A-1, of the Amended Plat of Tracts 6A and 7A, of the Amended Plat of Tracts 6 and 7, of Westbrooks Subdivision, Yellowstone County, Montana, according to the Official Plat on file in the Office of the Clerk and Recorder of said County, under Document No. 1684287, excepting therefrom that portion granted unto the State of Montana by virtue of Bargain and Sale Deed Recorded January 25, 1965, Book 807, under Document No. 747048; and excepting therefrom that portion granted unto the Montana Department of Transportation by virtue of Bargain and Sale Deeds Recorded September 13, 2017, under Document Nos. 3827294 and 3827295; and excepting therefrom that portion granted unto the Montana Department of Transportation by virtue of Warranty Deeds Recorded September 13, 2017 under Document Nos. 3827296 and 3827297.

4. The owner of record of the territory annexed to the City of Laurel and the City of Laurel have executed a Late-Comers and Development Agreement, by and between the City of Laurel and the Developer (Love's), which was executed by and between the City of Laurel and the Developer and was attached to Resolution No. R25-39 and thereto incorporated as part of the Resolution.
5. That the conditions of the annexation and zoning, as conditioned as follows, have been or will be met:
 - A. On all terms, conditions, and requirements of the Late Comer's and Development Agreement between the City of Laurel and Petitioner.
 - B. The Waiver of Right to Protest, a copy of which is attached to Resolution No. R24-43 and incorporated by reference herein, and this Resolution, shall be recorded with the County Clerk and Recorder within ninety (90) days after the adoption of this Resolution.
 - C. Connections to the City of Laurel Water and Sewer Systems, once completed, will require approval by the City of Laurel's Public Works Department.
 - D. All improvements and infrastructure connections will be completed.
6. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct certified copy of this Resolution and Meeting Minutes with the Yellowstone County Clerk and Recorder.
7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
8. Annexation and the City's responsibility for providing service to the property shall become null and void upon Petitioner's failure to satisfy the conditions imposed by the City Council by and through this Resolution, the Petition for Annexation, and the Late Comer's and Development Agreement by and between the City of Laurel and the Petitioner.

Introduced at a regular meeting of the City Council on the 8th day of July, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 8th day of July, 2025.

APPROVED by the Mayor the 8th day of July, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

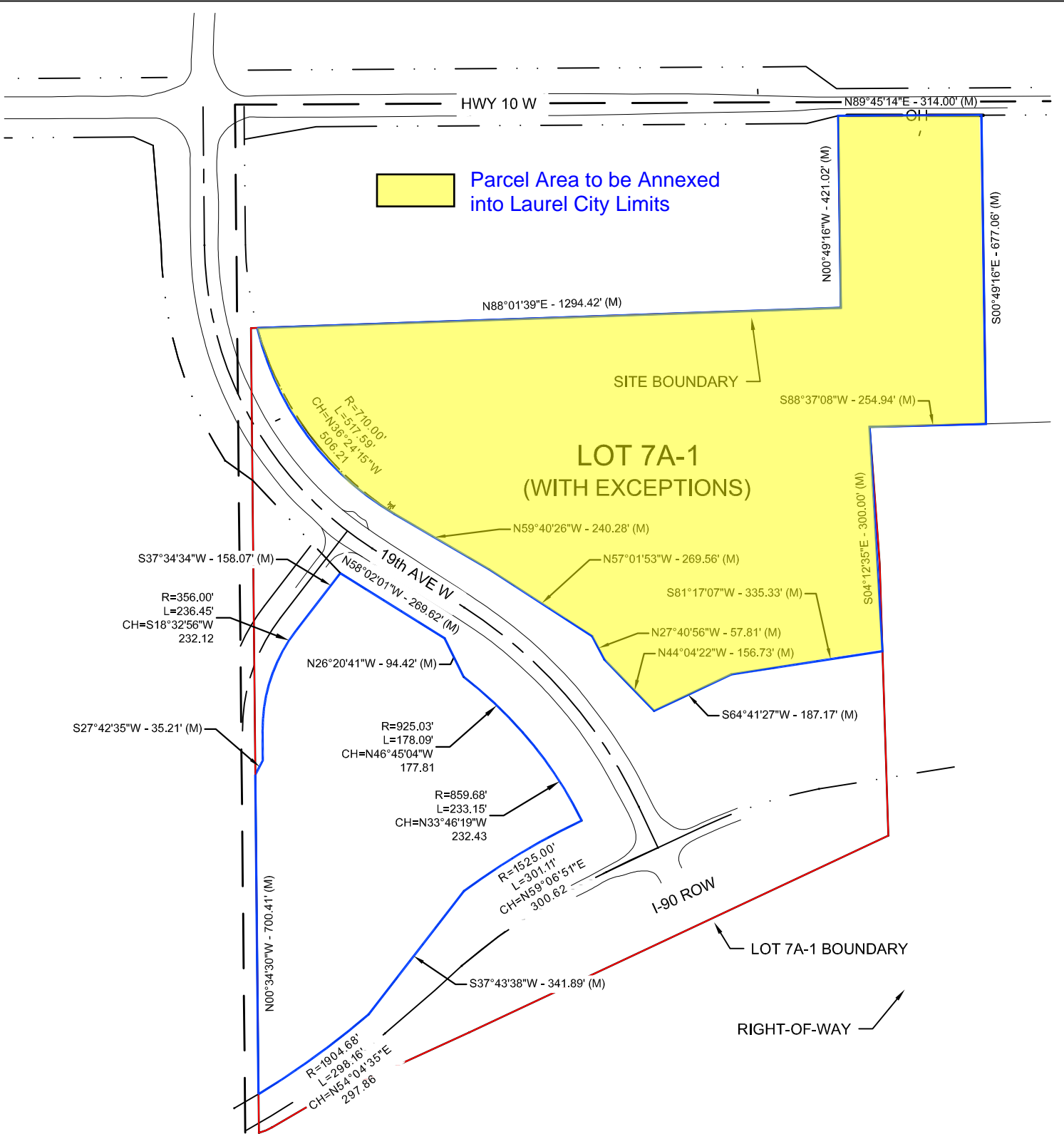
ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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THE LAND REFERRED TO HEREON AND IS DESCRIBED AS FOLLOWS:

LOT 7A-1, OF THE AMENDED PLAT OF TRACTS 6A AND 7A, OF THE AMENDED PLAT OF TRACTS 6 AND 7, OF WESTBROOKS SUBDIVISION, YELLOWSTONE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE CLERK

AND

RECORDER OF SAID COUNTY, UNDER DOCUMENT NO. 1684287. EXCEPTING THEREFROM THAT PORTION GRANTED UNTO THE STATE OF MONTANA BY VIRTUE OF BARGAIN AND SALE DEED RECORDED JANUARY 25, 1965, BOOK 807, UNDER DOCUMENT NO. 747048;

AND

EXCEPTING THEREFROM THAT PORTION GRANTED UNTO THE MONTANA DEPARTMENT OF TRANSPORTATION BY VIRTUE OF BARGAIN AND SALE DEEDS RECORDED SEPTEMBER 13, 2017 UNDER DOCUMENT NO.

3827294 AND 3827295;

AND

EXCEPTING THEREFROM THAT PORTION GRANTED UNTO THE MONTANA DEPARTMENT OF TRANSPORTATION BY VIRTUE OF WARRANTY DEEDS RECORDED SEPTEMBER 13, 2017 UNDER DOCUMENT NO. 3827296 AND 3827297.

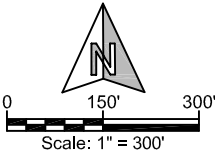
NOTES:

- 1. This exhibit is for graphical purposes only to define the boundary of subject parcel.
- 2. For detailed geometry please refer to the ALTA survey performed by Fremont Engineering and Surveying dated 11/10/2023



FREMONT ENGINEERING & SURVEYING
155 1st St., STE A
Lander, WY 82520
Phone: 307-206-1007

Drawn By: DAF
Job No.: 23-067
Checked By: AE
Date: 06/26/2025
Revision:



IF BAR LENGTH DOES NOT EQUAL 1"(ONE INCH), THIS PAGE WAS NOT PLOTTED TO THE INTENDED SCALE.

PARCEL EXHIBIT

SECTION 17
T.1S., R.1W., PMM
YELLOWSTONE COUNTY,
MONTANA

LOVES TRUCK
STOPS
TRACT 7A-1
WESTBROOK'S
SUBDIVISION

File Attachments for Item:

16. Ordinance No. R25-01: An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code.

ORDINANCE NO. 025-01

**AN ORDINANCE AMENDING CHAPTER 12.28 (PARK RULES AND REGULATIONS)
AND REPEALING CHAPTER 12.32 (TREES AND BOULEVARDS) OF THE LAUREL
MUNICIPAL CODE.**

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

WHEREAS, City Staff prepared, reviewed, and approved the amendments to the existing LMC Chapter 12.28 (Park Rules and Regulations) as noted in the attached and hereby recommends the same to the City Council for their full approval; and

WHEREAS, since LMC Chapter 12.32 (Trees and Boulevards) is recommended to be combined with LMC Chapter 12.28 (Park Rules and Regulations), City Staff approves repealing of LMC Chapter 12.32 (Trees and Boulevards) in its entirety and hereby recommends the same to the City Council for their full approval.

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor. This Ordinance shall result in amendments to the existing LMC Chapter 12.28 (Park Rules and Regulations) and repealing of LMC Chapter 12.32 (Trees and Boulevards).

Introduced and passed on first reading at a regular meeting of the City Council on the 8th day of July 2025, upon Motion by Council Member Wilke.

PASSED and ADOPTED by the Laurel City Council on second reading on the 22nd day of July 2025, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the 22nd day of July 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Chapter 12.28 PARK RULES AND REGULATIONS AND TREES AND BOULEVARDS*

Sections:

12.28.010 Creation and establishment of a ~~city~~City park boardPark and Tree Board.

There is created and established an advisory board to the ~~city~~City councilCouncil that shall be known as the ~~park board~~Park and Tree Board for the ~~city~~City of Laurel ("Board") which shall consist of ~~seven~~five to nine members who ~~shall constitute three sitting members of the city council and four members at large who~~ must reside in the ~~city~~City or who must live within two miles thereof. ~~These members shall consist of at least three sitting members of the City Council and the remainder of members at large.~~ The ~~mayor~~Mayor shall appoint all members with approval of the ~~council~~Council. The members shall come from diverse interest groups including, but not limited to, school teachers, club members, homeowners, business owners, park or tree professionals and/or representatives from the ~~city~~City government.

(Ord. 06-08 (part), 2006)

12.28.020 Term of office.

The term of office for the members shall be four years. ~~_except that the term of three of the members appointed to the first board shall be for two years and the term of four members of the first board shall be for four years.~~ In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the respective term.

(Ord. 06-08 (part), 2006)

12.28.030 Compensation.

Members of the board shall serve without compensation.

(Ord. 06-08 (part), 2006)

12.28.040 Operation.

The ~~B~~board shall select its own officers (if any), make its own operational rules and regulations to govern its meetings, schedule its own meetings¹ dates and times for the convenience of its members and shall keep a record of its proceedings. All meeting dates and times shall be posted at ~~City~~City Hall. A majority of the members shall be a quorum for the transaction of business.

(Ord. 06-08 (part), 2006)

12.28.050 ~~Park board~~Park and Tree Board authority.

A. The ~~park board~~Park and Tree Board of the ~~city~~City shall have the authority and discretion to:

1. Promulgate and develop proposed ordinances, rules and/or regulations that govern the general use of all ~~cityCity~~ parks with consideration of public input for presentation to the ~~cityCity council~~Council for consideration and adoption by the ~~cityCity council~~Council;
 2. Establish a proposed permit system to provide for an advanced reservation system for the exclusive use of a ~~cityCity~~ park or ~~cityCity~~ park improvement by a person or group to be administered by ~~cityCity~~ staff upon approval by the ~~cityCity council~~Council;
 3. Prepare and adopt proposed rules or regulations governing or limiting the possession or use of alcoholic beverages in ~~cityCity~~ parks by any person or group of people, including establishment of a proposed permit and registration procedure for the possession or use of alcoholic beverages by any group of people to be administered and enforced by ~~cityCity~~ staff and/or the ~~cityCity~~ police when applicable upon approval by the ~~cityCity council~~Council;
 4. Negotiate terms for lease agreements for ~~cityCity~~ parks or other ~~cityCity~~ park related improvements with current or new users, groups or clubs on the ~~cityCity council~~Council's behalf. When completed, the ~~park board~~Park and Tree Board shall present each negotiated proposed lease agreement to the ~~cityCity council~~Council for approval and adoption by resolution of the ~~cityCity council~~Council;
 5. Assist with the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public areas; and
 6. When requested by the City Council, consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work. -
- B. All park ordinances, rules, and regulations promulgated by the ~~park board~~Park and Tree Board shall be adopted by the ~~cityCity council~~Council upon recommendation by the ~~park board~~Park and Tree Board pursuant to this section. All rules, regulations, and/or ordinances adopted hereunder shall be posted in a public place at each park affected thereby or be available at the office of the ~~cityCity Clerk-Treasurer~~. The Park and Tree Board may conduct tree inventory analysis within its discretion.

(Ord. 06-08 (part), 2006)

12.28.060 Park hours.

- A. Except as otherwise provided herein, all ~~cityCity~~ parks shall be closed from ten p.m. until six a.m. each night.
- B. No person shall remain in or upon any ~~cityCity~~ park during closed hours.
- C. This section shall not apply to ~~the~~ overnight camping areas designated ~~in Riverside Park by the City.~~
- D. The children's playground equipment commonly known as "Kids Kingdom" at Kiwanis Park shall close at ten p.m. and reopen at six a.m.
- E. Any person violating the terms of this section shall, upon conviction, be punished as set forth in Section 12.28.100 of this code.
- F. Applicants may seek an exemption to this section when applying for an event permit at ~~cityCity Hall~~.

(Ord. 06-08 (part), 2006)

(Ord. No. 019-03, 12-10-19)

12.28.065 Fees and charges.

The ~~city~~City Council shall establish reasonable fees and/or charges for the use of the pool, parks and/or recreation areas and facilities owned by the ~~city~~City by annual resolution after a public hearing.

(Ord. 07-06 (part), 2007; Ord. 06-04 (part), 2006)

12.28.070 Use of tennis courts restricted.

- A. ~~City~~City tennis courts shall be used only for the practice and playing of tennis. All other activities are prohibited on all ~~city~~City tennis courts. No person shall use or occupy any ~~city~~City tennis court or any part thereof for any purpose other than the playing or practicing of tennis.
- B. Any person violating the terms of this section shall, upon conviction, be punished by a fine not exceeding one hundred dollars.

(Ord. 06-08 (part), 2006)

12.28.080 Use of ~~South Pond~~Laurel Lion's Family restricted.

- A. The following activities are prohibited at South Pond at all times:
 1. Swimming, ~~except for approved scuba diving and skin diving as set forth in this section; and~~
 2. Motorized or power boating of any kind.
- ~~B. Scuba diving and skin diving shall be permitted at South Pond by advance permit only, subject to the following restrictions:~~
 - ~~1. Any person, prior to skin or scuba diving in South Pond, shall first obtain from the city a permit;~~
 - ~~2. Permits granted hereunder are given pursuant to Montana Code Annotated § 70-16-302(1). The city shall not collect any fee for issuing a permit hereunder. The city shall not be liable for any accidents or injury to persons or property derived from skin or scuba diving or related activities. Every applicant must sign release and waiver of liability before receiving a permit hereunder;~~
 - ~~3. The city shall not issue a permit unless the applicant first displays to the city a current certification of diving qualification issued by a recognized diving training school affiliated with one of the below listed organizations. Student applicants must be accompanied by a certified instructor at all times and are subject to all other requirements of this section. The following organizations are recognized by the city as proper certifying authorities:~~
 - ~~a. N.A.U.I. National Association of Underwater Instructors;~~
 - ~~b. P.A.D.I. Professional Association of Diving Instructors;~~
 - ~~c. Y.M.C.A. Young Men's Christian Association;~~
 - ~~d. N.A.S.D.S. National Association of Skin Diving Schools;~~
 - ~~e. P.S.I.C. Professional Divers Instructional College;~~
 - ~~4. All permittees shall be subject to all federal and state laws, rules and regulations pertaining to scuba diving and skin diving;~~
 - ~~5. Any permit issued hereunder may be revoked at any time by city police officers, with or without cause. Divers shall immediately leave the pond upon demand of any police officer.~~

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(Supp. No. 22)

BC. Any person who violates any of the terms or provisions of this section shall, upon conviction therefore, be punished in accordance with the provisions of Section 1.36.010 of this code.

(Ord. 06-08 (part), 2006)

12.28.090 Use of motor vehicles restricted.*

- A. No person shall drive or otherwise operate any motor vehicle in any ~~city~~City park except in or upon ~~gravelled~~graveled or paved parking areas.
- B. This chapter shall not apply to ~~city~~City vehicles in the regular operation and conduct of ~~city~~City business or to construction or maintenance vehicles belonging to any contractor performing any work for the ~~city~~City in any ~~city~~City park.
- C. Users of Riverside Park, however, may operate vehicles only upon designated, defined roadways therein.
- D. Any violation of this chapter shall, upon conviction thereof, be punishable as provided in Section 1.36.010 of this code.

(Ord. 06-08 (part), 2006)

* There were two sections numbered 16.02.020 added to the Laurel prior code.

~~12.28.100 Violation—Penalty.~~

- ~~A. Any person violating any provision of this chapter for which another penalty has not been specifically provided shall, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.~~
- ~~B. Any person violating any ordinance, rule or regulation adopted by the park committee pursuant to this chapter shall, upon conviction thereof, be punished by a fine not to be less than fifty dollars nor more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.~~

~~(Ord. 06-08 (part), 2006)~~

12.28.100 Tree species to be planted.

The City Park and Tree Board shall develop and maintain a list of desirable trees for planting along streets in three size classes, based on mature height: small (under twenty feet), medium (twenty to forty feet) and large (over forty feet). Efforts shall be made to ensure a sufficient diversity of tree species. Lists of prohibited trees or trees not suitable for planting will also be developed and maintained by the Board.

(Ord. 05-1 (part), 2005)

12.28.110 Spacing.

The spacing of street trees will be in accordance with the three size classes listed in Section 12.28.100 of this chapter, and no trees may be planted closer together than the following: small trees, fifteen feet; medium trees, twenty-five feet; and large trees, thirty-five feet; except in special plantings designed or approved by a landscape architect.

(Ord. 05-1 (part), 2005)

12.28.120 Distance from curb and sidewalk.

The distance trees may be planted from curbs or curb lines and sidewalks will be in accordance with the three size classes listed in Section 12.28.100 of this chapter, and no tree may be planted closer to any curb or sidewalk than the following: small trees, two feet; medium and large trees, three feet.

(Ord. 05-1 (part), 2005)

12.28.130 Distance from street corners and fireplugs.

No street tree shall be planted within thirty-five feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No street tree shall be planted within ten feet of any fireplug.

(Ord. 05-1 (part), 2005)

12.28.140 Utilities.

No street trees other than those species accepted as small trees by the City Park and Tree Board may be planted under, or within ten feet of any overhead utility wire.

(Ord. 05-1 (part), 2005)

12.28.150 Public tree care.

The City shall have the right to plant, prune, maintain, and remove trees, plants, and shrubs within the lines of all streets, alleys, avenues, lanes, squares, and public grounds as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

The City may remove or cause to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect, or other pest. This section does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of said trees is in accordance with Sections 12.28.100 and 12.28.110 of this chapter.

(Ord. 05-1 (part), 2005)

12.28.160 Pruning standards.

All tree pruning on public property shall conform to the ANSI A300 standards for tree care operations.

(Ord. 05-1 (part), 2005)

12.28.170 Tree topping.

It shall be unlawful as a normal practice for any person, firm, or City department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Crown reduction by a qualified arborist may be substituted, where appropriate. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this chapter at the determination of the City Park and Tree Board. The City

Park and Tree Board retains discretion to determine appropriate tree topping, and the Board is granted authority to seek the City's intervention to impose penalties for unlawful tree topping.

(Ord. 05-1 (part), 2005)

12.28.180 Pruning and corner clearance.

Every owner of any tree overhanging any street or right-of-way within the City shall prune the branches so that such branches shall not severely obstruct the light from any street lamp or obstruct the view of any street intersection, and so that there shall be a clear space of thirteen feet above street surface or eight feet above the sidewalk surface. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs, which constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign or sight triangle at intersections.

Tree limbs that grow near high voltage electrical conductors shall be maintained clear of such conductors by the electric utility company in compliance with any applicable franchise agreements.

(Ord. 05-1 (part), 2005)

12.28.190 Dead or diseased tree removal on private property.

The City shall have the right to cause the removal of any dead or diseased trees on private property within the City, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the City. The City will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty days after the date of service of notice. In the event of failure of owners to comply with such provisions, the City shall have the authority to remove such trees and charge the cost of removal on the owner's property tax notice.

(Ord. 05-1 (part), 2005)

12.28.200 Protection of trees.

In order to maintain the overall forest, reasonable efforts shall be made to replace trees that are removed and to protect quality trees that are endangered.

Trees of desirable species and good health shall be protected as much as possible from damage during construction, sidewalk repair, utilities work above and below ground, and other similar activities. The zone of protection shall include the ground beneath the canopy of the tree.

(Ord. 05-1 (part), 2005)

12.28.210 Interference with the City Park and Tree Board.

It shall be unlawful for any person to prevent, delay or interfere with the City of Laurel, its City Park and Tree Board, or any of its agents while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees, as authorized by this chapter.

(Ord. 05-1 (part), 2005)

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12.28.220 Authority of adjoining property owner to plant or care for trees on boulevard or parkways.

Permission is given to the owners of real estate to improve their premises by planting trees and properly caring for trees in the boulevards adjoining their property consistent with the terms of this Section. Such trees shall in no case interfere with the full use of the streets for public purposes, and no person shall plant any tree within the limits of any parkway, street, or alley in the City without having first obtained a written permit from the City.

It shall be the duty of any property owner to make request in writing to the City, stating the variety and precise location of each tree proposed to be planted. The permit shall specify location and variety of each tree.

(Ord. 05-1 (part), 2005)

12.28.230 Removal, cutting and injury.

No person shall remove, destroy, cut, deface or in any way injure or interfere with any street or park tree without a permit from the City.

(Ord. 05-1 (part), 2005)

12.28.240 Interference with trees by house mover, permit required.

It shall be unlawful for any person to move any building along any street, avenue or alley in the City, in such a way as to interfere with or injure any tree or shrub in any street, avenue, alley or public place, including parks and parkways, without a written permit obtained from the City Park and Tree Board. The application for such permit, and the permit issued, shall specify the particular building and the particular route to be followed.

(Ord. 05-1 (part), 2005)

12.28.250 Procedure for temporary removal.

All moving of trees and shrubs made necessary by moving of buildings or any other purpose shall be done under supervision of the City, at the expense of the owners of the buildings, or the party requesting the same. Should such moving cause the death of the tree, the owner of the buildings or the party requesting the temporary removal, at his own expense, shall replace the same under the supervision of the City.

(Ord. 05-1 (part), 2005)

12.28.260 Insects and diseases—Declared nuisance.

All insect pests and diseases known to be injurious to fruit, shade, and ornamental trees and shrubs, and all trees, shrubs and vegetable growth infested or infected therewith constitute a menace, and are hereby declared to be a common nuisance.

(Ord. 05-1 (part), 2005)

12.28.270 Spraying.

Every person who is owner or in possession or control or management of any lot, block or parcel of land upon which there are any fruit, shade or ornamental trees or shrubs which are infested or infected with any insect pests or diseases known to be injurious to such fruit, shade or ornamental trees or shrubs, shall, within three days, upon written notice of the City, spray or cause the same to be sprayed in such manner and with some insecticide designated by the City. Any person failing to comply with any such notice shall be deemed guilty of maintaining a nuisance.

(Ord. 05-1 (part), 2005)

12.28.280 Review by the City Council.

The City Council shall have the right to review the conduct, acts, and decisions of the City Park and Tree Board.

(Ord. 05-1 (part), 2005)

12.28.290 Violation—Penalty.

- A. Any person violating any provision of this chapter for which another penalty has not been specifically provided shall, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.
- B. Any person violating any ordinance, rule, or regulation pursuant to this chapter shall, upon conviction thereof, be punished by a fine not to be less than fifty dollars nor more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.

(Ord. 05-1 (part), 2005)