



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, APRIL 05, 2022
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

1. Appointment of Benjamin Spencer to the Laurel Police Department.
2. Appointment of Lela Schiltz to the Library Board for the remainder of a five year term ending June 30, 2024.

Executive Review

3. Resolution - Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.
4. Resolution - Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitality, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/Tap Room And Sale And Consumption Of Alcohol On Premises, Within An Existing Structure Located At Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel.
5. Resolution - A Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Project Known As H2S Rehabilitation Improvements.
6. Resolution - A Resolution Authorizing A Lease Agreement Between The City Of Laurel And Laurel American Legion Post #123, For The Construction And Use Of City Owned Property For A Parking Lot Near The City's Cemetery.
7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Independent Contractor Service Contract By And Between The City Of Laurel And Interstate Power Systems
8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Standard Audit Contract Amendment By And Between The City Of Laurel And Olness & Associates, P.C.

Council Issues

Other Items

Review of Draft Council Agendas

9. Draft Council Agenda for April 12, 2022.

Attendance at Upcoming Council Meeting

Announcements

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

DATES TO REMEMBER

File Attachments for Item:

2. Appointment of Lela Schiltz to the Library Board for the remainder of a five year term ending June 30, 2024.

March 14, 2022

Dear Mayor Waggoner,

My name is Lela Schlitz and I am applying for the vacant position on the Laurel Library Board.

I have been a patron of the Laurel Library for over fifteen years. My husband and I moved to Laurel eight years ago from Stillwater County. I have been a member of the Laurel Library Tuesday Morning Book Group for ten years. I've had a leadership role in the book group for the last nine years. I am a retired public school teacher. Following our retirements, my husband and I had a small business that presented programs to children and adults in libraries all across the United States. It was a rich and rewarding experience.

The Laurel Public Library is a treasure in our community. I would like to serve my community by being on the Library Board.

Sincerely,



Lela T. Schlitz
304 Mountain View Lane
Laurel, MT 59044
(406) 633-2858

File Attachments for Item:

3. Resolution - Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.

RESOLUTION NO. R22-_____

**RESOLUTION OF ANNEXATION AND ZONING FOR APPROXIMATELY 270
ACRES OF THE LAUREL GOLF CLUB, AS AN ADDITION TO THE CITY OF
LAUREL, YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, a Petition for Annexation was submitted to the City of Laurel by the Laurel Golf Club, which is the property owner (hereinafter “Petitioner”) of certain real property situated in Yellowstone County, Montana;

WHEREAS, the real property is generally described as that portion of Section 7, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, generally lying North of the Big Ditch, but does not include the Golf Course Maintenance Facility. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein;

WHEREAS, the property is currently outside of City of Laurel city limits, and Petitioner seeks annexation of the property and zoning; and

WHEREAS, Petitioner currently seeks annexation of its 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 March 16, 2022. At the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of both the annexation and zoning requests; and

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner’s Petition for Annexation on _____. At the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation is in the best interests of the City at this time; and

WHEREAS, the annexation of the property and zoning is subject to the Annexation Agreement by and between the City of Laurel and the Laurel Golf Club, which is attached hereto and incorporated as part of this Resolution.

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 in Petitioner's Petition for Annexation and all attached Exhibits.
3. The following described territory is hereby annexed to the City of Laurel: the real property generally described as that portion of Section 7, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, generally lying North of the Big Ditch, but does not include the Golf Course Maintenance Facility. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein, and Petitioner agrees to provide the City of Laurel with a new Certificate of Survey specifying the exact legal description of the property.
4. The owner of record of the territory annexed to the City of Laurel and the City of Laurel will execute an Annexation Agreement, which terms and conditions are made a part of this Resolution and the Petition for Annexation.
5. That the approval of the annexation and zoning is conditioned as follows:
 - A. On all terms, conditions, and requirements of the Annexation Agreement between the City of Laurel and the Laurel Golf Club.
 - B. Petitioner must provide the City of Laurel with a new Certificate of Survey specifying the exact legal description of the property.
 - C. The property shall be zoned as public, which is consistent with the zoning of adjacent and nearby properties.
 - D. The Waiver of Right to Protest, a copy of which is attached hereto 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.
 - E. Connections to the City of Laurel Water and Sewer Systems shall be approved by the City of Laurel's Public Works Department.
 - F. All improvements and infrastructure connections shall be completed within one calendar year from the date this Resolution is approved.
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 Annexation Agreement by and between the City of Laurel and the Laurel Golf Club.

Introduced at a regular meeting of the City Council on the _____ day of April, 2022, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of April, 2022.

APPROVED by the Mayor the _____ day of April, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

STAFF REPORT
LAUREL GOLF CLUB
Annexation and Initial Zoning

Applicant:

Laurel Golf Club
1020 Golf Course Road
Laurel MT 59044

The Laurel Golf Club represents 100% of the land ownership. Annexation pursuant to §7-2-4601 et. seq. MCA. (Annexation by Petition).

Request:

Laurel Golf Club. The Club, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 270 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Public (P) for concurrent review.

The subject property is generally described as that portion of Section 7, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, generally lying North of the Big Ditch but does not include the Golf Course Maintenance Facility. An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

Process:

An earlier submitted version of this request with a smaller land area being annexed with an initial zoning designation of R-7500 has been withdrawn and will not be considered further as it has been replaced by this petition and initial zoning request.

The annexation petition and requested initial zoning has been scheduled for consideration and a public hearing by the Laurel – Yellowstone City County Planning Board and Zoning Commission for 5:35 p.m. on Wednesday, March 16, 2022. Though not yet scheduled the matter could be considered by the Laurel City Council at a Work Session on April 5 and taken up as an action item on April 12, 2022.

Analysis of the Request

- The Laurel Golf Club represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy does not designate the property as a ‘growth area’ of the city.
- The current use of the property is agricultural, recreational, and has a commercial use (Restaurant, Bar, Clubhouse).
- The requested zone City Public (P) provides for a variety of uses and is consistent with the requirements of R-08-22 that lands embraced by the city be assigned R-7500 or greater.

- The subject property currently is presumed to be zoned County Public or is un-zoned Yellowstone County.
- Part 46 annexation requires that the land use designation be 'consistent with the prevailing use of the property, consistent with the prevailing County Zoning Assignment, and/or consistent with the current growth policy'.
- The annexation by petition thresholds for annexation of Agricultural properties must be adhered to.
- In addition to the recreational and commercial uses of the property, a significant area of the lands would be considered as prime development property with the extension of urban scale services. In addition to the extension of urban scale services the City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments
- The initial zoning must be considered under City Resolution R-08-22 (Annexation), the Laurel Municipal Code Title 17 (Zoning).
- The question of annexation and initial zoning must be heard by the Laurel – Yellowstone City County Planning Board and Zoning Commission.
- Is the requested annexation and initial zoning in the best interest of the City and Citizens of the City of Laurel.
- Any further development beyond the clubhouse will be required to do an analysis of the ability of the city to supply water and sanitary sewer to the development and pay for any associated costs to expand the city utility infrastructure.
- The city cannot supply irrigation water for the golf course.

Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ The restrictions imposed on cities related to the annexation of agricultural properties under Part 46 have been met or exceeded.
- ✓ The City Council is not required to submit the question of annexation to the qualified electors of the area to be annexed as the petition is signed by 100% of the owners.
- ✓ The city may annex the agricultural properties as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of the Golf Course to construct a new larger Clubhouse. The existing onsite water and sanitary facilities do not meet the minimum requirements of the Montana Department of Environmental Quality for the proposed new clubhouse facility.
- ✓ The clubhouse facility incorporates on premise alcohol consumption and a restaurant the City of Laurel Zoning classifies these uses as 'Commercial' and subject to Special Review proceedings. The only district that contemplates the proposed new use as a permitted use is the Public (P) zoning and then only in association with the recreational facilities. It is for that reason that the entirety of the golf course is included in the petition for annexation and initial zoning.
- ✓ The golf course was not included as 'future growth area' in the Growth Policy adopted by the City of Laurel because the property has been used for agricultural production or as recreational properties with existing facilities that did not need, want, or desire to be included within the city. This all changed with the proposal to construct the new clubhouse and the DEQ determination that the onsite facilities were not approvable. The decision to not include the golf course and associated operations should not be construed as the city being unwilling to consider annexation,

further development, or growth of the City of Laurel to the west but rather an acknowledged of the restrictions imposed by Montana Law and the rights afforded to landowners or certain classified lands.

- ✓ The golf course itself is not being forced to be annexed into the city. The golf course is required to obtain the benefits of the Public Zoning assignment to provide for the operation of a restaurant/tavern as a permitted use.
- ✓ The proposed assignment of Laurel P meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel P Zone is listed along with Commercial and Industrial land use assignments and is therefore determined to be a “greater than” R-7500 classification.
- ✓ The extension of city services will be at the owner’s expense (R-08-22) and in accordance with the Annexation Agreement as approved by the City Council. In this agreement the City Council may waive certain ‘required’ improvements where full-scale development of the properties is not currently being contemplated. Frankly, the requirement of the construction of all the improvements contemplated by R-08-22 is not in the best interests of either the City of Laurel or the Owner at this time.
- ✓ The City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments. These options and the exactions of infrastructure are most beneficial to the Owner, the City of Laurel, and all surrounding properties in conjunction with the proposed development of the property in the future.
- ✓ The Laurel Golf Club has existed at this location and ownership since the 1960’s and has grown to be one of the premiere golf venues in the State of Montana. While change is sometimes difficult the City of Laurel and the Ownership of the Golf Club are the best custodians of the current and future growth and development potential of the property.
- ✓ The city has the ability to provide services to the clubhouse both existing and proposed but future development will require additional analysis on the part of the developer to determine what, if any, capital improvements are necessary to accommodate additional development.
- ✓ The City of Laurel does not have the ability to provide irrigation water for the golf course and does not anticipate the ability to provide same in the future.
- ✓ Given the lack of data to support annexation that would provide for significant residential and commercial development and the requirement of the city to guarantee the provision of services a favorable recommendation from Public Works on the request could not be obtained.

12 Point Test for Zoning:

- I. Is the zoning in accordance with the growth policy;
 - The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies a portion of the proposed annexation as Public.
 - The golf course itself is classified as open/agricultural.
 - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
 - The Public Zone being classified with the Commercial and Industrial zones meets the definition as ‘greater than’ R-7500.

Finding:

The requested zoning is in accordance with the Growth Policy.

- II. Is the zoning designed to lessen congestion in the streets;
 - The proposed zoning is consistent with the prevailing County zoning on the property.

- The proposed zoning along with the annexation agreement with the developer will not change the underlying use of the property.
- The Public zone does not allow for additional development of the property.
- Proposed development that would potentially impact roads and streets would require a traffic impact analysis and associated improvements.

Finding:

The requested zoning will not have a material impact on congestion in the streets.

III. Is the zoning designed to secure safety from fire, panic, and other dangers;

- The proposed zoning is consistent with the prevailing County zoning on the property.
- The Growth Policy identifies a portion of the proposed annexation as Public.
- The golf course itself is classified as open/agricultural.
- The construction of a new clubhouse facility that complies with the current International Commercial Code will unquestionable be safer than the existing facilities.

Finding:

The requested zoning will not have a material impact on safety from fire, panic, or other dangers.

IV. Is the zoning designed to promote health and the general welfare;

- The proposed zoning is consistent with the prevailing County zoning on the property.
- The Growth Policy identifies a portion of the proposed annexation as Public.
- The golf course itself is classified as open/agricultural.
- The construction of a new clubhouse facility that complies with the current International Commercial Code will unquestionable be safer than the existing facilities.
- The connection of the facilities and properties at the time of development to the Laurel municipal water and wastewater systems will have positive impacts to public health and general welfare.

Finding:

The requested zoning will promote the public health and the general welfare.

V. Is the zoning designed to provide adequate light and air;

- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The current proposal, Public, does not provide for residential or commercial development and tertiary approvals for zoning and subdivision will be necessary.
- The existing development has more than adequate separation from surrounding uses.

Finding:

The requested zoning will provide adequate light and air.

VI. Is the zoning designed to prevent the overcrowding of land;

- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The current proposal, Public, does not provide for residential or commercial development and tertiary approvals for zoning and subdivision will be necessary.
- The existing development has more than adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the overcrowding of land.

VII. Is the zoning designed to avoid undue concentration of population;

- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The current proposal, Public, does not provide for residential or commercial development and tertiary approvals for zoning and subdivision will be necessary.
- The existing development has more than adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the undue concentration of population.

- VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- The zoning has primarily been requested to facilitate the construction of a new golf club house facility.
 - The requested zoning, without some overlay or modification, will not necessitate the installation of new or additional infrastructure.
 - It is anticipated that a significant portion of the property being annexed will be further developed. It is at that point the additional infrastructure as well as capacities will be evaluated.
 - Where the primarily open space use of the property will not be changed the demands of schools, parks or other public requirements will not be impacted.
 - Some of the public duties, such as police, will shift from Yellowstone County to the City of Laurel but the net effect is minimal.

Finding:

The requested zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Additionally, as the uses of the property change and the intensity of development changes, the city will be able to plan for and be prepared for the anticipated increased demands on their public systems.

- IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;
- The requested zoning is essentially a replacement of the existing County Zoning with the closest compatible City Zoning District.
 - The property is owned and operated by the Laurel Golf Club and additional development is not anticipated in the near future.
 - The water and sewer infrastructure proposed with the annexation is adequate for the new club house facility.

Finding:

The requested zoning is in keeping with the character and historical uses of the property. It also provides for opportunities for additional development with suitable uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;
- The requested zoning is essentially a replacement of the existing County Zoning with the closest compatible City Zoning District.
 - The property is owned and operated by the Laurel Golf Club and additional development is not anticipated in the near future.
 - The water and sewer infrastructure proposed with the annexation is adequate for the new club house facility.

Finding:

The requested zoning is in keeping with the character and historical uses of the property. It also provides for opportunities for additional development with suitable uses.

XI. Will the zoning conserve the value of buildings;

- The extension and availability of public water and sewer resultant from annexation and initial zoning will add value to buildings as they can be expanded replaced and new buildings potentially added in the future.
- Where the underlying zoning is a replacement of County for like City, it is not anticipated that there would be any effect on the value of surrounding buildings or lands.

Finding:

The value of existing buildings both on and adjacent to the requested zone will either be enhanced or not effected by the proposed zoning.

XII. Will the zoning encourage the most appropriate use of land throughout the municipality?

- The requested zoning is essentially a replacement of the existing County Zoning with the closest compatible City Zoning District.
- The property is owned and operated by the Laurel Golf Club and additional development is not anticipated in the near future but when development is proposed the adequate infrastructure, as well as land uses will be vetted via an open public process.

Finding:

The requested zoning provides for the most appropriate use of land in the municipality. It also provides for a significant amount of flexibility for a mixture of uses as contemplated by the District Regulations.

Conclusion:

The petition for annexation into the City of Laurel with the initial zoning assignment of Public (P) appears to be consistent with the requirements of Part 46 Annexation and City Council Resolution R-08-22. Additionally, the annexation, extension of services, and initial zoning assignment in the best interest of both the City of Laurel and the Laurel Golf Club.

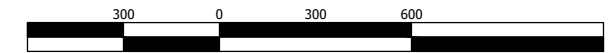
EXHIBIT A
ANNEXATION EXHIBIT
WITHIN
CERTIFICATE OF SURVEY NO. 3055

PREPARED FOR : LAUREL GOLF CLUB

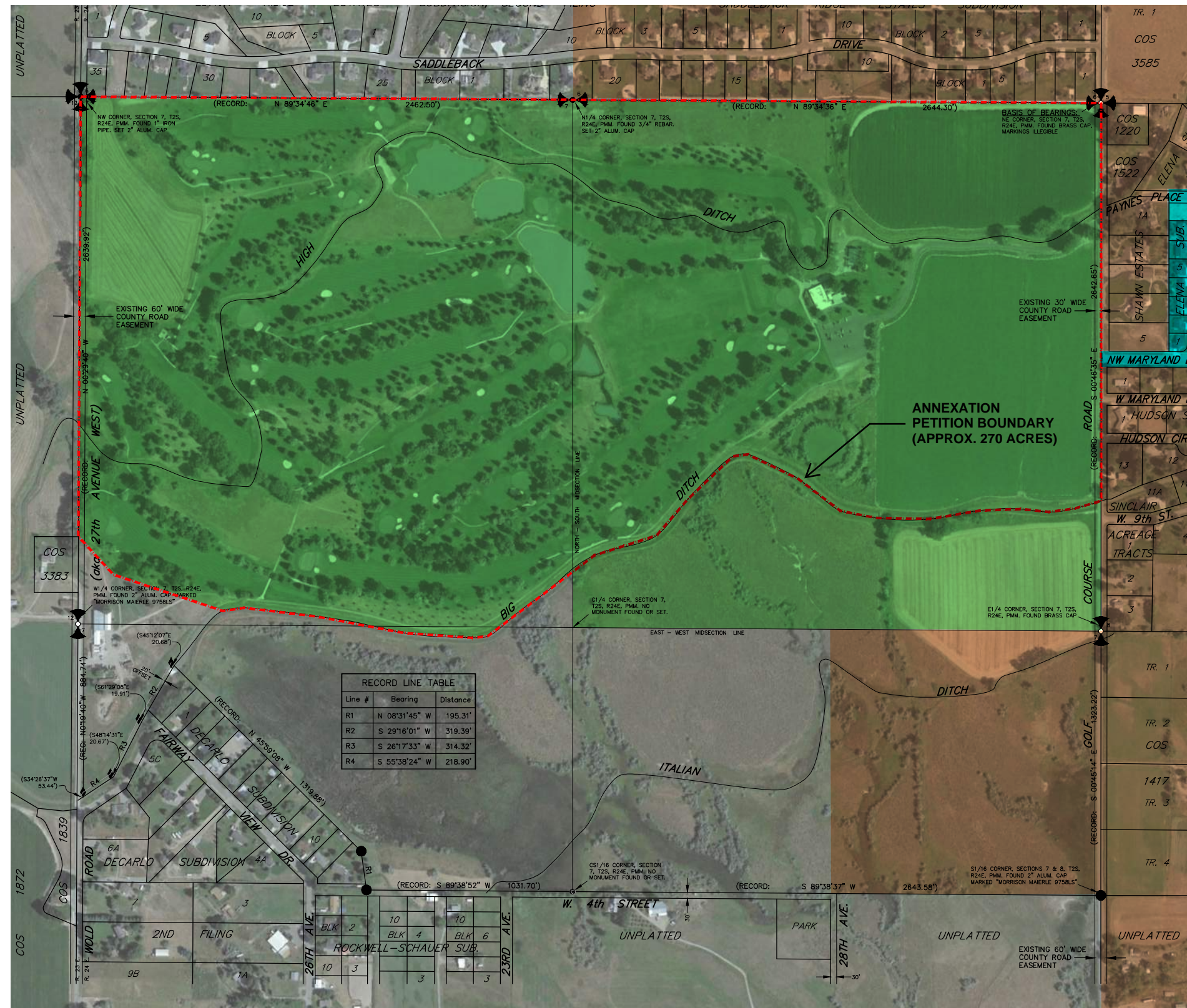
PREPARED BY : **SANDERSON STEWART** 

FEBRUARY, 2022

BILLINGS, MONTANA



SCALE: 1"=600'



R-7500 ZONE

R-200 ZONE

PUBLIC ZONE

Return to:
Laurel Golf Club
1020 Golf Course Road
Laurel, Montana 59044

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this ____ day of _____, 2022, by and between the **LAUREL GOLF CLUB**, with a mailing address at 1020 Golf Course Road, Laurel, Montana 59044, (the “Developer”), and the **CITY OF LAUREL, MONTANA**, a municipal corporation, with a mailing address at 115 West 1st Street, Laurel, Montana, 59044 (the “City”).

WHEREAS, the Developer is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Certificate of Survey No. 3055; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as “Developer Tract” as well as all adjacent public right-of-way.

WHEREAS, the Developer has submitted to the City a Petition for Annexation to the City for Developer Tract; and

WHEREAS, the Developer desires to annex Developer Tract to the City; and

WHEREAS, the City has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent that a Development Agreement be executed between the City and the Developer to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Roads and Access. The Developer Tract shall be accessible by Golf Course Road. No improvements to Golf Course Road will be constructed upon annexation and re-development of the Laurel Golf Club clubhouse. Future development or subdivision of the Developer Tract may require Golf Course Road to be improved to City standard as described in a Subdivision Improvements Agreement or Development Agreement at the time of subdivision or lot development.

2. Sanitary Sewer. Developer Tract shall be served by the City wastewater system. The Developer shall extend a new main from the existing 8-inch sanitary sewer main in Northwest Maryland Lane to provide service to the clubhouse. Plans and specifications shall

be approved by the Public Works Department. A 60-foot-wide public utility easement shall be created for extension of the public water and sewer mains.

3. **Water.** Developer Tract shall be served by the City water system. The Developer shall extend a new water main from the existing 12-inch water main in Northwest Maryland Lane to provide service to the clubhouse. Plans and specifications shall be approved by the Public Works Department. A 60-foot-wide public utility easement shall be created for extension of the public water and sewer mains.

4. **Storm Drain.** The property shall tie into the stormwater drainage system wherever possible. If a connection is not possible, the property shall manage stormwater on the property.

5. **Right-of-Way.** No right-of-way is to be dedicated upon annexation and re-development of the clubhouse. Rights-of-way shall be dedicated upon future subdivision of the Developer Tract for Golf Course Road and any proposed public streets.

6. **Future Intersection Contributions.** No intersection contributions are required upon annexation. Future development or subdivision of the Developer Tract may require intersection contributions that shall be defined in a Subdivision Improvements Agreement or Development Agreement based on the recommendations on an approved traffic impact study (if required).

7. **Late Comers Agreement.** No Late Comers Agreement is made with this annexation.

8. **Zoning.** The Property is to be zoned as Public.

9. **Other Public Improvements.** For any other improvements not specifically listed in this Agreement, the City shall rely on the attached Waiver of Right to Protest the Creation of Special Improvement Districts filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.

10. **Compliance.** Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

11. **Runs with Land.** The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

12. Attorney's Fees. In the event it becomes necessary for either party to 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 fees and costs, including those fees and costs of in-house counsel.

13. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LAUREL GOLF CLUB

By: _____

Title: _____

“Developer”

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this ____ day of _____, 2022, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of Laurel Golf Club, and who acknowledged to me that said the Developer executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

This Agreement is hereby approved and accepted by the City of Laurel, this ____ day of _____, 20____.

CITY OF LAUREL, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

“City”

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

Approved as to Form:

City Attorney

Return to:
City of Laurel
P.O. Box 10
Laurel, Montana 59044

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the owner and/or subdivider, in addition to all future owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for the construction of streets, street widening, street maintenance, sidewalks, curb and gutter, sanitary sewer lines, water lines, stormwater and drains (either within or outside the area), street lights, street light maintenance, parks and park maintenance, and other improvements incident to the above which the City of Laurel may require.

This Waiver and Agreement is independent from all other agreements and is supported with sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Pursuant to *MCA §76-3-608(7)*, this Waiver and Agreement shall expire 20 years after the final subdivision plat is recorded with the Yellowstone County Clerk and Recorder.

The real property hereinabove mentioned is more particularly described as follows:

Certificate of Survey No. 3055

Signed and dated this ____ day of _____, 20__.

LAUREL GOLF CLUB

By: _____

Its: _____

“Subdivider/Owner”

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of LAUREL GOLF CLUB, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

Project Narrative

Overview

Laurel Golf Club is requesting annexation of approximately 270 acres into the City of Laurel, Montana as shown on the attached Exhibit A. The portion of Laurel Golf Club property looking to be annexed is located just outside the northwest boundary of the Laurel city limits, along the west side of Golf Course Road in Yellowstone County, Montana. The property is legally described as: **S07, T02 S, R24 E, C.O.S. 3055, (Less Decarlo Sub).**

The area to be annexed include the golf course, clubhouse, and agricultural land.

The property lies adjacent to Laurel's Elena Subdivision that defines the western-most boundary of Laurel's city limits, as well as directly adjacent to the northern boundary of the City of Laurel's western Annexation Priority Area that is defined in Laurel's 2020 Growth Policy. The property is currently zoned as Public within Laurel's zoning jurisdiction and will remain Public when annexation occurs.

Utility Extensions

Upon annexation of the property, City of Laurel public water and sanitary sewer services will be extended to the Laurel Golf Club building. The intent is that new public water and sewer mains will be extended directly west from NW Maryland Avenue within a new public utility easement. From there, new service lines will be extended on the property to the building. The new public water and sewer mains will become part of the City of Laurel system and will be located within public right-of-way when future development occurs.

RESOLUTION NO. R08-22

**A RESOLUTION TO ADOPT THE
CITY OF LAUREL ANNEXATION POLICY**

WHEREAS, it is necessary for the City of Laurel to properly guide and monitor growth that is in the best interests of the City and its citizens; and

WHEREAS, it is appropriate for the City Council to adopt an Annexation Policy that governs proposed annexations to the City in accordance with Ordinance No. 008-02 § 16.12.020; and

WHEREAS, the City Council has reviewed and accepted the attached Annexation Policy for the City of Laurel.

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

The Council hereby adopts the City of Laurel Annexation Policy in its current form and content. All resolutions adopting any other annexation policies that conflict or are inconsistent with these policies are hereby repealed, voided and of no further effect.

BE IT FURTHER RESOLVED that this Resolution shall be enforceable on the effective date of Ordinance No. 008-02.

Introduced at a regular meeting of the City Council on March 4, 2008, by Council Member
Hart.


PASSED and APPROVED by the City Council of the City of Laurel this 4th day of March, 2008.

APPROVED by the Mayor this 4th day of March, 2008.

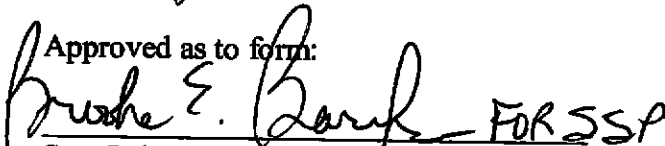
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:

 FOR SSP
Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

CITY OF LAUREL ANNEXATION POLICY

Service outside city limits—Conditions. No water or sewer services shall be extended outside of the incorporated city limits without meeting the following conditions:

- A. The property and improvements are in the same condition as is required for properties and improvements within the city's corporate limits;
- B. The city system is capable of serving the area;
- C. The extension is in the best interest of the city;
- D. The cost of the extension shall be at the expense of the requesting party;
- E. The city council has granted its approval. (Prior code § 18.76.010(A)); and
- F. The property is annexed.

Consent to Annexation and/or Waiver of Protest.

- A. Any property owner requesting or receiving city water or sewer service outside of the incorporated city limits shall, as a condition of initiating or continuing city services, consent to annexation of the property beneficially receiving services. The consent to annexation may be limited to the property that will benefit or is benefiting from the provision of city services.
- B. Whenever annexation is sought pursuant to a petition submitted to the city by a property owner requesting annexation, the property owner shall execute a written waiver of protest in a form approved by city staff for purposes of recording. The waiver of protest constitutes a covenant that will run with the land to be annexed and shall waive all right of protest and judicial review to the creation of any future special improvement district. (Prior code § 18.76.010(B))

Annexation Fee.

Property owner shall pay the city's applicable annexation fee prior to the city's consideration of the annexation request.

Annexation Criteria and Requirements.

- A. The City Council shall consider the following criteria when it receives a written petition for annexation:
 - The property must be located within an area identified by city staff as a location for future city annexation or annexation of the property will promote orderly growth of the city to protect the health, safety and welfare in areas intensely utilized for residential, commercial, institutional and governmental purposes;
 - The city must be able to provide adequate city services within a time period mutually agreed to by the property owner requesting annexation and the city;
 - Existing or proposed public improvements within the area to be annexed must meet all city standards. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city a bond or letter of credit that equals 125% of the estimated engineering costs for the construction of improvements. If the property owner fails to construct the improvements or to obtain the agreed upon engineering, the city shall utilize the bond or letter of

credit to pay for the construction, including engineering; In accordance with GASB-34, the Developer or Landowner shall provide the city the total cost and/or value of the improvements including, but not limited to, parks, sidewalks, curb and gutter, lift stations, and sewer and water lines, that are conveyed to the city.

- All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city;
- All residential property owners must execute a Waiver of Right-to-Protest the creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city;
- Residential densities within the area to be annexed must be rezoned at a minimum density of R-7500 or greater; and
- The proposed land use within the area to be annexed must conform to the goals of the Laurel-Yellowstone City-County Planning Board Growth Policy.

B. The City Council may decide to either condition the approval of the annexation in order to meet the criteria listed in Section A herein or require an annexation agreement. The conditions of approval must be clearly stated in the resolution of annexation or if required, the annexation agreement. If the property to be annexed is not developed, the conditions of approval or annexation agreement shall include a requirement for:

1. A development agreement prior to the issuance of a building permit;
2. A subdivision improvements agreement at the time of final subdivision plat approval, if applicable and
3. An executed Waiver of Right-to-Protest creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city.

If the property is developed and contains public improvements that are not constructed to city standards, the city shall require an annexation agreement. The annexation agreement shall specify that the public improvements must be upgraded and/or installed to city standards, as well as a time period and mechanism to finance the construction and installation of those improvements. All construction or installation of improvements must be completed within two years of annexation.

In any case, all public improvements, whether existing or proposed, shall meet city standards.

CITY OF LAUREL, MONTANA

REQUEST FOR ANNEXATION

AND PLAN OF ANNEXATION

Applicant is required to meet with the City Planner prior to filling out this application. All blanks of this application are to be filled in with explanation by the applicant. Incomplete applications will not be accepted.

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.
2. Applicant landowner's name: Laurel Golf Club
Address: 1020 Golf Course Road, Laurel, MT 59044
Phone: 406.628.4504
3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
Legal description: Certificate of Survey No. 3055
Lot size: ~443 acres (annexation area ~270 acres)
Present use: Agricultural land and golf course
Planned use: Golf course
Present zoning: P - Public
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])
4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

Water Service:

Location of existing main: NW Maryland Lane at Golf Course Road
Cost of extension of approved service: \$72,000
How cost determined: Engineer's opinion of probable cost (attached)
Timeframe for installation: Spring 2022

Sewer Service:

Location of existing main: NW Maryland Lane west of Duval Drive
Cost of extension of approved service: \$92,000
How cost determined: Engineer's opinion of probable cost (attached)

Timeframe for installation: Spring 2022

How financed: Private

Streets:

Is there any adjoining County ROW to the proposed annexation: Yes, Golf Course Road

Location of existing paved access: West from Golf Course Road at Paynes Pl

Cost of paving: n/a

How cost determined: n/a

Timeframe for construction: n/a

Other required improvements: Provide above information on attached pages.

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant **prior** to annexation by the city.
7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed.
8. A **non-refundable** application fee of \$300 + \$25.00 per acre (80 acres or less); \$300 + \$35.00 per acres (81 acres or more) must accompany the submission of this application.

The City Council of the City of Laurel, Montana, after review and consideration of this Application for Annexation, found such to be in the best interest of the City, that it complied with state code, and approved this request at its City Council meeting of _____

**FOR THE ANNEXATION OF THE HEREIN DESCRIBED PROPERTY AND CREATION OF
ANY FUTURE SPECIAL IMPROVEMENT DISTRICT**

29

ORDINANCE NO. 008-02

ORDINANCE ADOPTING ANNEXATION REGULATIONS FOR
THE CITY OF LAUREL FOR INCORPORATION IN CHAPTER 16
OF THE LAUREL MUNICIPAL CODE.

WHEREAS, Ordinance No. 007-01 adopted April 3, 2007 repealed Chapter 16 of the Laurel Municipal Code in its entirety in order to comply with changes adopted by the State of Montana Legislature; and

WHEREAS, the repealed Chapter 16 of the Laurel Municipal Code provided for annexation regulations while the newly adopted Chapter 16 of the Laurel Municipal Code did not contain specific annexation procedures; and

WHEREAS, annexation regulations are necessary for the City of Laurel to properly guide and monitor growth that is in the best interest of the City and its citizens;

IT IS HEREBY ORDAINED by the City Council of the City of Laurel, Montana, that the following chapter is hereby adopted into the LAUREL MUNICIPAL CODE as set forth below.

Chapter 16.12

ANNEXATIONS

Sections:

16.12.010 Annexation.

16.12.020 Annexation Policy.

16.12.030 Annexation Fee Schedule.

16.12.010 Annexation.

The City may annex property in accordance with the methods and procedures prescribed in MCA Title 7, Chapter 2 Parts 42, 43, 44, 45, 46 or 47, as amended.

16.12.020 Annexation Policy.

The City Council shall adopt rules and regulations that govern proposed annexations to the City by Council Resolution.

16.12.030 Annexation Fee Schedule

The City Council shall adopt an annexation fee schedule by annual Resolution after a public hearing in accordance with Section 2.72.060. (Ord. 06-04 (part), 2006: prior code § 18.76.010(D))

This Ordinance becomes effective thirty (30) days after final passage by the City Council and approval by the Mayor.

PLANNING BOARD AND ZONING COMMISSION
RECOMMENDATION
LAUREL GOLF CLUB
Annexation and Initial Zoning

March 17, 2022

Applicant:

Laurel Golf Club
1020 Golf Course Road
Laurel MT 59044

The Laurel Golf Club represents 100% of the land ownership. Annexation pursuant to §7-2-4601 et. seq. MCA. (Annexation by Petition).

Request:

Laurel Golf Club. The Club, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 270 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Public (P) for concurrent review.

The subject property is generally described as that portion of Section 7, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, generally lying North of the Big Ditch but does not include the Golf Course Maintenance Facility. An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

Process:

An earlier submitted version of this request with a smaller land area being annexed with an initial zoning designation of R-7500 has been withdrawn and will not be considered further as it has been replaced by this petition and initial zoning request.

The annexation petition and requested initial zoning has been heard at a public hearing by the Laurel – Yellowstone City County Planning Board and Zoning Commission on Wednesday, March 16, 2022. The annexation petition and requested initial zoning will be presented to the Laurel City Council at a Work Session on April 5 and a public hearing and potential action on April 12, 2022.

Analysis of the Request

- The Laurel Golf Club represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy does not designate the property as a ‘growth area’ of the city.
- The current use of the property is agricultural, recreational, and has a commercial use (Restaurant, Bar, Clubhouse).

- The requested zone City Public (P) provides for a variety of uses and is consistent with the requirements of R-08-22 that lands embraced by the city be assigned R-7500 or greater.
- The subject property currently is presumed to be zoned County Public or is un-zoned Yellowstone County.
- Part 46 annexation requires that the land use designation be 'consistent with the prevailing use of the property, consistent with the prevailing County Zoning Assignment, and/or consistent with the current growth policy'.
- The annexation by petition thresholds for annexation of Agricultural properties must be adhered to.
- In addition to the recreational and commercial uses of the property, a significant area of the lands would be considered as prime development property with the extension of urban scale services. In addition to the extension of urban scale services the City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments
- The initial zoning must be considered under City Resolution R-08-22 (Annexation), the Laurel Municipal Code Title 17 (Zoning).
- The question of annexation and initial zoning must be heard by the Laurel – Yellowstone City County Planning Board and Zoning Commission prior to consideration by the Laurel City Council.
- Is the requested annexation and initial zoning in the best interest of the City and Citizens of the City of Laurel.
- Any further development beyond the clubhouse will be required to do an analysis of the ability of the city to supply water and sanitary sewer to the development and pay for any associated costs to expand the city utility infrastructure.
- The city cannot supply irrigation water for the golf course.

Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ The restrictions imposed on cities related to the annexation of agricultural properties under Part 46 have been met or exceeded.
- ✓ The City Council is not required to submit the question of annexation to the qualified electors of the area to be annexed as the petition is signed by 100% of the owners.
- ✓ The city may annex the agricultural properties as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of the Golf Course to construct a new larger Clubhouse. The existing onsite water and sanitary facilities do not meet the minimum requirements of the Montana Department of Environmental Quality for the proposed new clubhouse facility.
- ✓ The clubhouse facility incorporates on premise alcohol consumption and a restaurant the City of Laurel Zoning classifies these uses as 'Commercial' and subject to Special Review proceedings. The only district that contemplates the proposed new use as a permitted use is the Public (P) zoning and then only in association with the recreational facilities. It is for that reason that the entirety of the golf course is included in the petition for annexation and initial zoning.
- ✓ The golf course was not included as 'future growth area' in the Growth Policy adopted by the City of Laurel because the property has been used for agricultural production or as recreational properties with existing facilities that did not need, want, or desire to be included within the city.

This all changed with the proposal to construct the new clubhouse and the DEQ determination that the onsite facilities were not approvable.

- ✓ The decision to not include the golf course and associated operations should not be construed as the city being unwilling to consider annexation, further development, or growth of the City of Laurel to the west but rather an acknowledged of the restrictions imposed by Montana Law and the rights afforded to landowners or certain classified lands.
- ✓ The golf course itself is not being forced to be annexed into the city. The golf course is required to obtain the benefits of the Public Zoning assignment to provide for the operation of a restaurant/tavern as a permitted use.
- ✓ The proposed assignment of Laurel P meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel P Zone is listed along with Commercial and Industrial land use assignments and is therefore determined to be a “greater than” R-7500 classification.
- ✓ The extension of city services will be at the owner’s expense (R-08-22) and in accordance with the Annexation Agreement as approved by the City Council. In this agreement the City Council may waive certain ‘required’ improvements where full-scale development of the properties is not currently being contemplated. Frankly, the requirement of the construction of all the improvements contemplated by R-08-22 is not in the best interests of either the City of Laurel or the Owner at this time.
- ✓ The City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments. These options and the exactions of infrastructure are most beneficial to the Owner, the City of Laurel, and all surrounding properties in conjunction with the proposed development of the property in the future.
- ✓ The Laurel Golf Club has existed at this location and ownership since the 1960’s and has grown to be one of the premiere golf venues in the State of Montana. While change is sometimes difficult the City of Laurel and the Ownership of the Golf Club are the best custodians of the current and future growth and development potential of the property.
- ✓ The city has the ability to provide services to the clubhouse both existing and proposed but future development will require additional analysis on the part of the developer to determine what, if any, capital improvements are necessary to accommodate additional development.
- ✓ The City of Laurel does not have the ability to provide irrigation water for the golf course and does not anticipate the ability to provide same in the future.
- ✓ Given the lack of data to support annexation that would provide for significant residential and commercial development and the requirement of the city to guarantee the provision of services a favorable recommendation from Public Works on the request could not be obtained.

12 Point Test for Zoning:

- I. Is the zoning in accordance with the growth policy;
 - The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies a portion of the proposed annexation as Public.
 - The golf course itself is classified as open/agricultural.
 - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
 - The Public Zone being classified with the Commercial and Industrial zones meets the definition as ‘greater than’ R-7500.

Finding:

The requested zoning is in accordance with the Growth Policy.

- II. Is the zoning designed to lessen congestion in the streets;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The proposed zoning along with the annexation agreement with the developer will not change the underlying use of the property.
 - The Public zone does not allow for additional development of the property.
 - Proposed development that would potentially impact roads and streets would require a traffic impact analysis and associated improvements.

Finding:

The requested zoning will not have a material impact on congestion in the streets.

- III. Is the zoning designed to secure safety from fire, panic, and other dangers;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies a portion of the proposed annexation as Public.
 - The golf course itself is classified as open/agricultural.
 - The construction of a new clubhouse facility that complies with the current International Building Code will unquestionable be safer than the existing facilities.

Finding:

The requested zoning will not have a material impact on safety from fire, panic, or other dangers.

- IV. Is the zoning designed to promote health and the general welfare;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies a portion of the proposed annexation as Public.
 - The golf course itself is classified as open/agricultural.
 - The construction of a new clubhouse facility that complies with the current International Building Code will unquestionable be safer than the existing facilities.
 - The connection of the facilities and properties at the time of development to the Laurel municipal water and wastewater systems will have positive impacts to public health and general welfare.

Finding:

The requested zoning will promote the public health and the general welfare.

- V. Is the zoning designed to provide adequate light and air;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The current proposal, Public, does not provide for residential or commercial development and tertiary approvals for zoning and subdivision will be necessary.
 - The existing development has more than adequate separation from surrounding uses.

Finding

The requested zoning will provide adequate light and air.

- VI. Is the zoning designed to prevent the overcrowding of land;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The current proposal, Public, does not provide for residential or commercial development and tertiary approvals for zoning and subdivision will be necessary.
 - The existing development has more than adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the overcrowding of land.

- VII. Is the zoning designed to avoid undue concentration of population;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The current proposal, Public, does not provide for residential or commercial development and tertiary approvals for zoning and subdivision will be necessary.
 - The existing development has more than adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the undue concentration of population.

- VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- The zoning has primarily been requested to facilitate the construction of a new golf club house facility.
 - The requested zoning, without some overlay or modification, will not necessitate the installation of new or additional infrastructure.
 - It is anticipated that a significant portion of the property being annexed will be further developed. It is at that point the additional infrastructure as well as capacities will be evaluated.
 - Where the primarily open space use of the property will not be changed the demands of schools, parks or other public requirements will not be impacted.
 - Some of the public duties, such as police, will shift from Yellowstone County to the City of Laurel but the net effect is minimal.

Finding:

The requested zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements. Additionally, as the uses of the property change and the intensity of development changes, the city will be able to plan for and be prepared for the anticipated increased demands on their public systems.

- IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;
- The requested zoning is essentially a replacement of the existing County Zoning with the closest compatible City Zoning District.
 - The property is owned and operated by the Laurel Golf Club and additional development is not anticipated in the near future.
 - The water and sewer infrastructure proposed with the annexation is adequate for the new club house facility.

Finding:

The requested zoning is in keeping with the character and historical uses of the property. It also provides for opportunities for additional development with suitable uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;
- The requested zoning is essentially a replacement of the existing County Zoning with the closest compatible City Zoning District.
 - The property is owned and operated by the Laurel Golf Club and additional development is not anticipated in the near future.

- The water and sewer infrastructure proposed with the annexation is adequate for the new club house facility.

Finding:

The requested zoning is in keeping with the character and historical uses of the property. It also provides for opportunities for additional development with suitable uses.

XI. Will the zoning conserve the value of buildings;

- The extension and availability of public water and sewer resultant from annexation and initial zoning will add value to buildings as they can be expanded replaced and new buildings potentially added in the future.
- Where the underlying zoning is a replacement of County for like City, it is not anticipated that there would be any effect on the value of surrounding buildings or lands.

Finding:

The value of existing buildings both on and adjacent to the requested zone will either be enhanced or not effected by the proposed zoning.

XII. Will the zoning encourage the most appropriate use of land throughout the municipality?

- The requested zoning is essentially a replacement of the existing County Zoning with the closest compatible City Zoning District.
- The property is owned and operated by the Laurel Golf Club and additional development is not anticipated in the near future but when development is proposed the adequate infrastructure, as well as land uses will be vetted via an open public process.

Finding:

The requested zoning provides for the most appropriate use of land in the municipality. It also provides for a significant amount of flexibility for a mixture of uses as contemplated by the District Regulations.

Conclusion:

The Laurel – Yellowstone Planning Board and Zoning Commission recommends that the petition for annexation into the City of Laurel with the initial zoning assignment of Public (P) appears to be consistent with the requirements of Part 46 Annexation and City Council Resolution R-08-22. Additionally, the annexation, extension of services, and initial zoning assignment in the best interest of both the City of Laurel and the Laurel Golf Club and should be approved by the City Council at its earliest convenience.

For the Planning Board and Zoning Commission

Judy Goldsby, Chair


**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, MARCH 16, 2022**

A regular meeting of the City/County Planning Board was held in the Council Chambers and called to order by Board Chairperson Judy Goldsby at 5:35 p.m. on March 16, 2022.

Present:

Jon Klasna	Evan Bruce	Roger Giese
Dan Koch	Judy Goldsby	Ron Benner (5:40)
Karen Courtney (City of Laurel)		

Absent:

Gavin Williams

General Items

Meeting Minutes: February 16, 2022

Motion by Evan Bruce to approve minutes of February 16, 2022. seconded by Dan Koch. All five members present voted aye. Motion carried 5-0.

New Business

Special Review Application - Firebox Kitchen & Tap Room

Karen Courtney, Building Official, briefly reviewed the attached Staff report.

Chair, Judy Goldsby opened for public hearing. Asked for proponents.

Dana Lich – Has worked with Canyon Creek Station on properties and they have been above par in quality and feels that it will be a definite asset to our community. Therefore, is in favor of approving.

Chair, Judy Goldsby called for opponents. There were none.

Called for Board discussion.

Jon Klasna: Will signage be brought forward later?

Judy Goldsby: This special review is for the Tap room and signage will be forth coming.

Jon Klasna motioned to approve application; Evan Bruce seconded. All six members present voted Aye. Motion carried 6-0.

Public Hearing on Request for Annexation and Plan of Annexation - Laurel Golf Club

Forrest Sanderson, Interim City Planner, presented attached staff report.

Question from Ron Benner: You are stating initial zone of Public above the redline on the map. However also shows public below the redline.

Forrest: City Public zone above the red line and current County Public zoning below the redline. Does not affect the Yellowstone County Public at all.

Chair Judy Goldsby asked if any further questions. None stated, Chair called for proponents.

Jesse Norman – 2445 Saddleback Drive – Thanked Forrest for presentation. Golf Course Board discussed the per square foot valuation and it was a concern of the board. The board also wanted to ensure that annexation would not affect the golf course's water rights on any of the ditches they currently have. Also, that the waiver or covenant would not be required and would be part of the development agreement, which he believes as written by Sanderson Stewart in documents the Planning board currently has in their packet. If we commit to keeping the golf course itself and property associated with the golf course as a golf course, that the City of Laurel does not apply any SIDS as the property is remaining as a golf course. If it was ever decided to discontinue the property as a golf course and develop it, then the city applying SIDS to the property would be understandable. There are no plans currently nor in the near future to develop this land. Intent is to keep it as a golf course.

Question from Judy Goldsby: All of those issues have been addressed in the annexation request?

Forrest: Yes, all of those are a part of the annexation agreement, the final form of which will be presented to the City Council for consideration. Ultimately those are terms that are negotiated. The commit to not do SIDS are not in the current version, that is something that must be discussed with City Council.

Judy: Is the application that has been submitted to the board inclusive enough of these issues or does it is something that needs to be resubmitted?

Forrest: No, they are inclusive enough of the issue. The question that is being asked that is a governing body decision, is the SID. It is unnecessary to what is being decided here for annexation request and initial zoning designation.

Forrest did request to hold questions until all public comment has been taken, however is willing to answer one more from Mr. Benner.

Ron Benner: When looking over the agreement I do not see an easement along Golf Course Road. Is there already an easement in place if that road needs to be widened due to development? If so, shouldn't it be in this agreement?

Forrest: Very good question. The owner is 100% owner and have the right to do with it as they wish for access to their property.

Ron Benner: But if they are requesting to be annexed into the city shouldn't that be a requirement of the annexation?

Clarification between Forrest and Ron that this is Golf Course Road that Ron is meaning not the access road.

Forrest: We would request that at subdivision, should that ever occur. Until we have a development plan it isn't necessary to request for annexation.

Ron Benner: When we have annexed properties into the city we have asked for easement at that time.

Forrest: The only ones that I have worked on is when development, subdivision and annexation have come at the same time. Most recently was the Yard Office Road Subdivision where we had annexation, subdivision, and initial zoning all at the same time. The easement was part of it due to the increased traffic from the development, is that the case here today? Probably not, we could request but is not necessary for this annexation request.

Benner: There has been development out there with Elena Subdivision, Saddleback Ridge Estates, and the planned extension of West Maryland there will need to be widening of the roadway.

Forrest: From a developer's point of view – why should I have to give up property for something that I would not be benefitting from? The constitutional ground that they have not burdened the existing infrastructure being Golf Course Road would exempt the requirement to request easement.

Benner: Worry about having to come back and argue it later because we do not know when the development is. My thought is if we are going to do it and look at this as a growth area, even though this is a P-Zone, that easement should be in there automatically because we have hodge-podges of easement all over town. When do we stop doing this and start to address it right from the start?

Forrest: Through the development process, the developable portion of this is going to trigger a traffic impact study. At that point the traffic study will tell us the needs of that portion of real property and the burden on infrastructure and the improvements needed therewith, and then we can impose by condition an exaction that meets those needs.

Benner: If development grows up above the golf course this area is still impacted. Isn't the time to put the easement on there now and not later? Because later we will have to go back to get that easement.

Forrest: True. You can certainly make that a condition, but I don't recommend it. I struggle with an exaction where an impact has not yet occurred.

Chair Judy Goldsby called for proponents.

Brian Alexander – Sanderson Stewart – I felt Forrest did a wonderful job presenting this, I offer my services to answer any questions. Also, on the topic of the easement, I wish to clarify that there is already a thirty-foot easement located on the current Certificate of Survey.

Benner – So it runs along the property on Golf Course Road?

Brian – Yes on the golf course side from the middle of the road.

Chair Judy Goldsby called for any more proponents. None heard.

Chair Judy Goldsby called for any opponents. Called three times. None Heard. Closed public hearing.

Chair Judy Goldsby called for a motion.

Forrest apologized for the interruption, but he does have a request for the wording of the motion, and he is happy to explain the reason for this. For this to proceed to City Council for approval in a timely fashion, there are three specific things that must be stated to allow for this to happen. The three things that need to happen and the motion covers these is as follows: The favorable recommendation

on annexation, favorable recommendation on the public zone and thirdly we need to have the board to empower the board chair the authority to execute and recommendations and documents to the City Council.

Ron Benner: I motion to approve the staff report on the Laurel Golf Course Annexation and Initial zoning as our findings of facts and conclusions of Law. Further I move to recommend the annexation of the Laurel Golf Course property as described in the afore mentioned staff report under Title 7-2-4601 of the Montana Code Annotated with an initial zoning of Laurel P-Public. The motion includes authorization from the Planning Board and Zoning Commission allowing the Chair to execute and forward all recommendations and documents necessary to facilitate the required hearing and decisions required of the Laurel City Council.

John Klasna seconded.

Jon Klasna: I do have a question for Forrest. You stated that this does not include the maintenance shop area of the property.

Forrest: you are correct that the golf course maintenance facility is not included in the annexation. The simple reason is that the maintenance facilities at golf courses tend to have noise and uses that in cities could be classified by municipalities as a nuisance. It's not a nuisance it's maintenance, lawn clippings, sharpening mower blades, etc.

Roger Giese: The last sentence in the motion "The motion includes authorization from the Planning Board and Zoning Commission allowing the Chair to execute and forward all recommendations and documents necessary to facilitate the required hearing and decisions required of the Laurel City Council." Would that include from previous discussion the widening of Golf Course Road?

Forrest: Lets clarify there is a county road easement - Laurel Golf Course Road. Within the confines of annexation that 60 feet will become City of Laurel Street. At some point in the future if there is a cause for this ask, the developer of the project causing the need for a greater right of way, we will then act on that ask. That last sentence is allowing for us to move forward, the next City Council workshop if 5 April, public hearing 12 April. If we wait until next meeting to grant Judy approval to move forward, we are into the heart of building season. This allows us to take about 3.5 weeks out of the wait time to get this into the hands of the decision makers to make their decision on final approval of annexation and initial zoning.

Chair asked for any further discussion. There is a motion and a second to approve the annexation request. All those in favor?

All six members present voted Aye. Motion passes 6-0.

Announcements

Next Meeting: April 20, 2022

Adjourned at 6:25 p.m.

File Attachments for Item:

4. Resolution - Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitalities, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/Tap Room And Sale And Consumption Of Alcohol On Premises, Within An Existing Structure Located At Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel.

RESOLUTION NO. R22-_____

RESOLUTION OF THE CITY COUNCIL APPROVING AN APPLICATION FOR SPECIAL REVIEW FOR LATITUDE HOSPITALITIES, LLC, D/B/A FIREBOX PROVISIONS, AUTHORIZING THE OPERATION OF A BAR/TAP ROOM AND SALE AND CONSUMPTION OF ALCOHOL ON PREMISES, WITHIN AN EXISTING STRUCTURE LOCATED AT CANYON CREEK LAUREL RETAIL CENTER, 331 S. WASHINGTON STREET, SUITE A, CITY OF LAUREL.

WHEREAS, Latitude Hospitalities, LLC, d/b/a Firebox Provisions ("Applicant"), submitted a Special Review Application for the above-described property which is currently zoned Highway Commercial (HC) and is located within the Community Entryway Zoning District (EZD) within the City of Laurel; and

WHEREAS, the Applicant seeks to operate a bar and tap room, including the sale and consumption of alcohol on its premises, within an existing structure located at Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, Laurel, MT 59044, to be known as Firebox Kitchen and Tap Room, more particularly described as Laurel Industrial Park Subdivision, Lot 5A1, Block 2, Section 16, T. 2 S., R. 24 E., P.M.M., City of Laurel, Yellowstone County, Montana;

WHEREAS, the Laurel Municipal Code authorizes such action upon City Council approval through the Special Review Procedure; and

WHEREAS, the Applicant submitted an Application for Special Review to the Laurel-Yellowstone City-County Planning Board (acting as the Zoning Commission) for review and consideration. The Planning Board (acting as the Zoning Commission) recommends the City Council's approval of the Application for Special Review, subject to the following conditions:

1. Any applicable permits, including but not limited to building permits, sign permits, and right-of-way permits must be applied for within twelve (12) months of the approval.
2. A signage plan shall be provided to the Planning and Building Departments that conforms to the requirements of the Laurel Sign Code and signage requirements of the overlay districts wherein the property is located.
3. Construction of any improvements to the site and building must be completed within twelve (12) months of approval of the Application for Special Review. Applicant may request an extension if necessary.
4. The operation of the business at the site shall not constitute a nuisance.

5. Any use of the property not specifically included in this approval or allowable within its underlying zoning district shall be deemed a violation of the Laurel Zoning Code.
6. Any subsequent use or change of use associated with this Application for Special Review shall require Applicant to submit additional documentation to the City of Laurel for subsequent processing and approval or denial.

WHEREAS, a public hearing was held on the ____ day of April, 2022 at the City Council Meeting;

WHEREAS, the City Council of the City of Laurel hereby finds, based upon the recommendation of the Zoning Commission, Staff recommendation, and public comment gathered at the public hearing, that it is in the best interests of the residents of the City of Laurel to approve the Application for Special Review as provided in the Staff Report and Findings attached hereto, subject to the above stated conditions.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the Application for Special Review to allow the Applicant to operate a bar and tap room, including the sale and consumption of alcohol on its premises, located at Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, Laurel, MT 59044; and

BE IT FURTHER RESOLVED that the approval of the Application for Special Review is site-specific to this address, and the approval granted herein is subject to the conditions listed in this Resolution, the Staff Report, and all attachments thereto;

FINALLY, BE IT RESOLVED that the Application for Special Review, Staff Report, and all attachments thereto are hereby incorporated as part of this Resolution.

Introduced at a regular meeting of the City Council on the ____ day of April, 2022, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of April, 2022.

APPROVED by the Mayor the ____ day of April, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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 Building Official

INTRODUCTION

On Thursday, February 10, 2022, Latitude Hospitalities, LLC dba Firebox Provisions submitted a Special Review Application for onsite sales and consumption of alcohol within the Laurel Highway Commercial (HC) and Community Entryway Zoning District (EZD). The property involved in the request is the Firebox Kitchen and Tap Room, 331 South Washington Avenue, Suite A of the Canyon Creek Station, and is described as Laurel Industrial Park Subdivision, Lot 5A1, Block 2, Section 16, T. 2 S., R. 24 E., P.M.M., City of Laurel, Yellowstone County, Montana.

The project will be presented to the Laurel – Yellowstone City County Planning Board on **March 16, 2022**, with a recommendation to the Laurel City Council for final decision in early April.

PLANNER RESPONSIBILITY

- A. Consult with other departments of the City or County to evaluate the impact of the special review upon public facilities and services; ACCOMPLISHED
- B. Study each application with reference to its appropriateness and effect on existing and proposed land use, and reference to the comprehensive plan; ACCOMPLISHED
- C. Advertise twice in a newspaper of general circulation in the jurisdictional area of the Laurel – Yellowstone City County Planning Board; ACCOMPLISHED
- D. Notify by mail, the applicant or his agent at least five days prior to the date of the public hearing of the date, time and place of such hearing; ACCOMPLISHED
- E. Notify, by mail, all property owners within 300 feet of the exterior boundaries of the property subject to the special review of the date, time and location of the public hearing; ACCOMPLISHED
- F. After the public hearing and as part of the public record, report findings and conclusions and recommendations to the Zoning Commission.

STANDARD OF REVIEW Zoning Commission/City Council

- The request complies with the requirements of §17.68.040 of the City of Laurel Zoning;
- The request is consistent with the objectives and purpose of Title 17 of the Laurel Municipal Code;
- The proposed use is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;
- The zoning commission shall consider and may impose modification or conditions concerning, but not limited to:

- Street and road capacity,
- Ingress and egress to adjoining streets,
- Off-street parking,
- Fencing, screening and landscaping.
- Building bulk and location,
- Usable open space,
- Signs and lighting,
- Noise, vibration, air pollution and similar environmental influences.

VARIANCES REQUESTED

N/A. None Requested.

CITY HALL
115 W. 1ST ST.
PLANNING: 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 City Planner

Application for Special Review

The undersigned as owner or agent of the following described property requests a Special Review as outlined in Chapter 17 of the Laurel Municipal Code.

Applicant: Owen Yurko, Latitude Hospitalities LLC dba Firebox Provisions
Legal Description: LAUREL INDUSTRIAL PARK S16, T02, S, R24E BLOCK 2 LOT 5A
General Address: 331 S WASHINGTON
Owner of Tract: SAMBERG ENTERPRISES, LLC
Mailing Address: 204 S WASHINGTON A4 LAUREL
Phone Number: 406-840-4004
Email Address: steves@laurelford.net

General Description of the requested Special Review:

COMMERCIAL DEVELOPMENT BUILDING

Timeline for development:

UNDERWAY, scheduled opening late March / Early April

Attachments:

- ☒ Site Map (printed on at least 11"x17" in paper size showing dimensions, acreage and location of tracts in question)
- ☒ Site Plan (printed on at least 11"x17" paper size including: property boundaries and lot line dimensions, the location of proposed/existing structures, off-street parking, site elevations, service and refuse areas, means of ingress and egress, landscaping, screening, signs and open space areas, and latitude and longitude of the site.)
- ☒ Justification letter describing the special review requested and reasoning
- ☒ Map of all properties within 300 feet of the property
- ☒ List of the names and addresses of the property owners and/or agents for all parcels within 300 feet of the parcel under Special Review. (City staff can assist with this process)
- ☐ Special Review fee as per Laurel Schedule of Fees.

Applicant Signature: _____

[Signature]

Date: _____

2/1/2022

Latitude Hospitalities LLC

1595 Grand Ave. #240
Billings, MT 59102
406.595.9888
owen.yurko@gmail.com



February 1, 2022

Laurel Office of City Planner
115 W 1st St.
Laurel, MT 59044

To whom it may concern:,

This letter is in reference to Laurel Municipal Code Chapter 17.68, and is a request for a special review for Latitude Hospitalities LLC dba Firebox Provisions to own and operate a full service restaurant, with the service of alcohol, inside the Highway Commercial Zoning Map.

The city of Laurel is severely lacking in its diversity and availability of restaurants and we look forward to providing a family friendly environment for the residents of Laurel and those travelers visiting the area.

Firebox Provisions will seek to be the community's restaurant- a place the sports team and fans can gather to celebrate the win, a stop pre-game or post-game for parents during High School sport seasons, a place to meet for a lunch meeting (we will offer a private dining room with a 16 person seating capacity), a place to stop for a quick bite after work or any celebration (from birthday to anniversary to graduation). We are leaning into the rich railroad history of the town with the name and motif of the restaurant and seek to be a sponsor to many community events, sports teams and look forward to being very active within the community.

Thank you for your consideration in this process

Best regards,

Owen Yurko

Owner, Latitude Hospitalities LLC dba FIREBOX PROVSIONS





CANYON CREEK LAUREL RETAIL CENTER

331 S Washington St, Laurel, MT 59044

RETAIL PROPERTY FOR LEASE

From \$18.50/SF NNN, Est. \$4.00/SF CAM

Multi tenant shops space for restaurants, retail, office

1,200 SF - 4,200 SF available

Shell delivery, can be configured to suit individual needs

Adjacent to the Fairfield Inn & Suites Hotel set to open June 2021

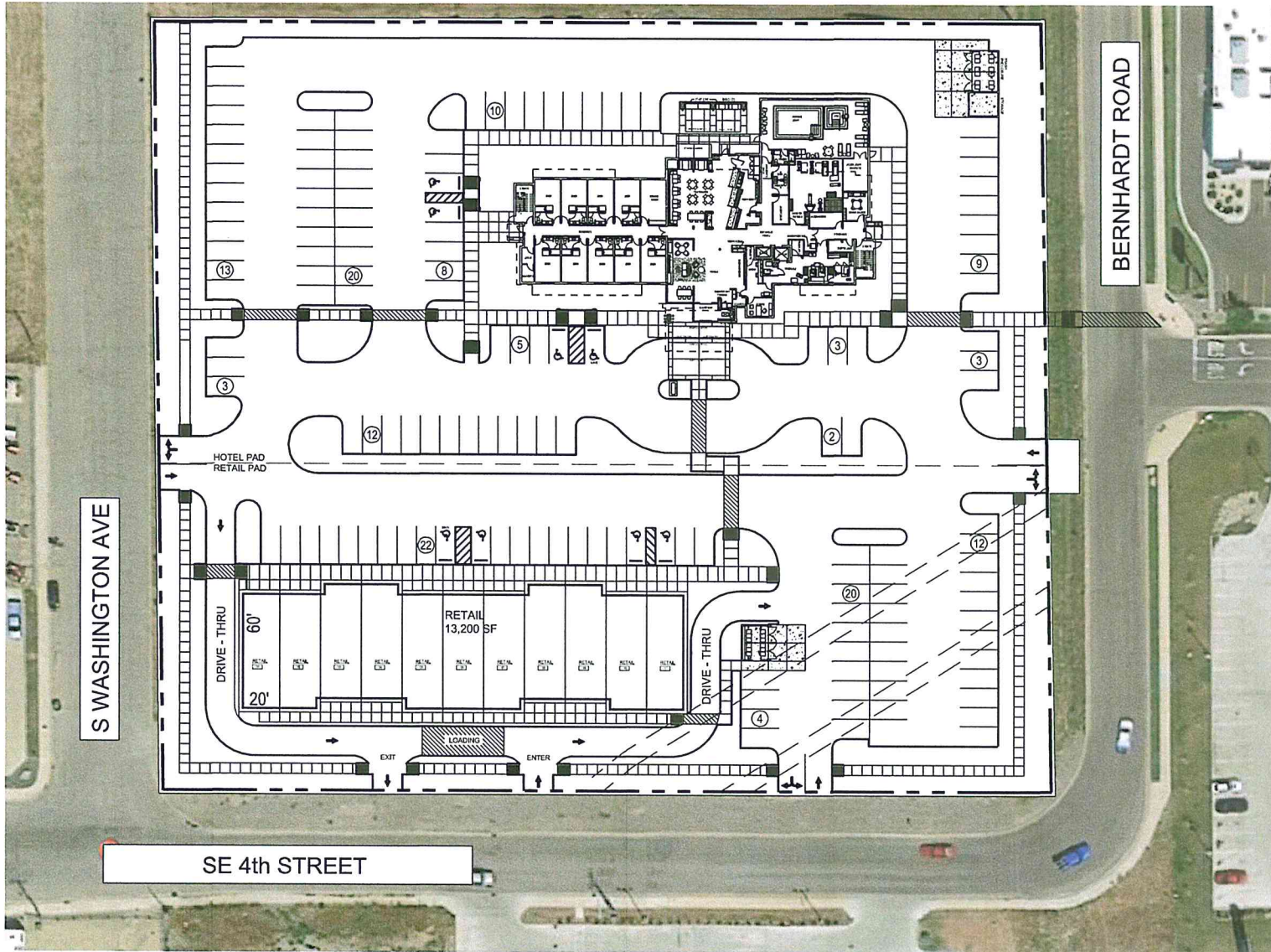
Come join Jimmy John's, SCL Health, The UPS Store, and Canyon Creek Station Tap Room



STEVE ZEIER

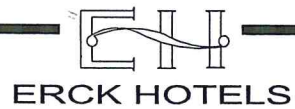
406.670.6969

steve@trinityremt.com



HOTEL PAD	
SITE INFO:	
HOTEL AREA: +/- 94,328 SF (+/- 2.17 ACRES)	
RETAIL AREA: +/- 69,917 SF (+/- 1.61 ACRES)	
TOTAL SITE: +/- 171,711 SF (+/- 3.77 ACRES)	
PARKING:	
REQUIRED: 1 PER GUESTROOM = 78	
PROVIDED: 88	
BUILDING INFO	
GUEST SUITES = 78	
STORIES = 4	
AREA	
1st FLR: 12,405 SF	
2nd FLR: 10,685 SF	
3rd FLR: 10,685 SF	
4th FLR: 10,685 SF	
TOTAL: +/- 44,460 SF	

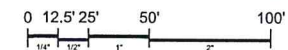
RETAIL PAD	
SITE INFO:	
HOTEL AREA: +/- 94,328 SF (+/- 2.17 ACRES)	
RETAIL AREA: +/- 69,917 SF (+/- 1.61 ACRES)	
TOTAL SITE: +/- 171,711 SF (+/- 3.77 ACRES)	
PARKING:	
MERCANTILE: 1 / 200 SF = 12,000 SF	
STORAGE: 1 / 500 SF = 1,200 SF	
REQUIRED: 63 STALLS	
PROVIDED: 58 STALLS	
BUILDING INFO	
RETAIL SUITES = 1 to 12	
STORIES = 1	
AREA	
TOTAL SF: 13,200 SF	



LAUREL, MT - RETAIL PAD
SE 4th ST & S WASHINGTON AVE

SITE STUDY
SCALE: 1" = 50'
DD 17 A01.1 - 01

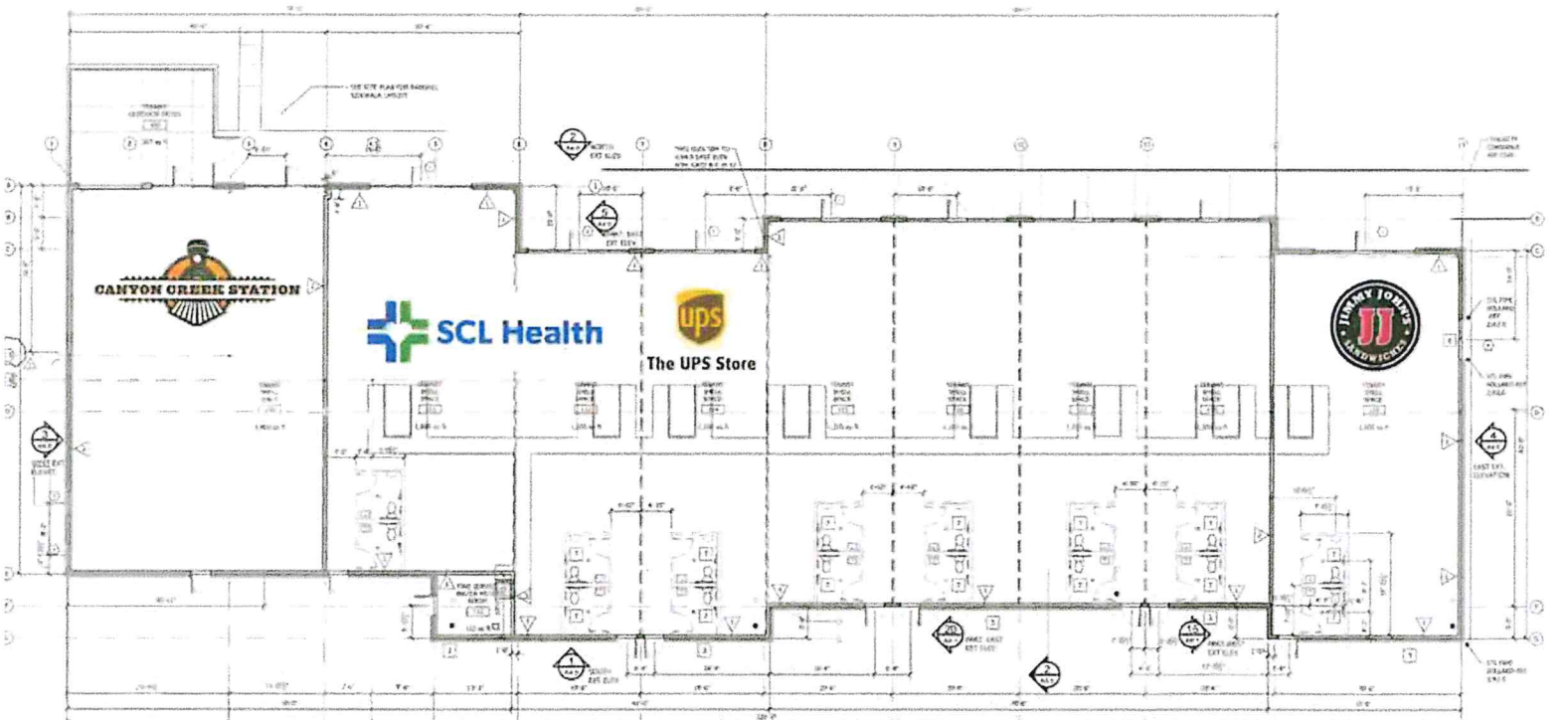
TRUE NORTH



DRAWN BY: WWT
PLOT DATE: 01.02.2020
JOB NUMBER: LMFIS

Retail Property For Lease

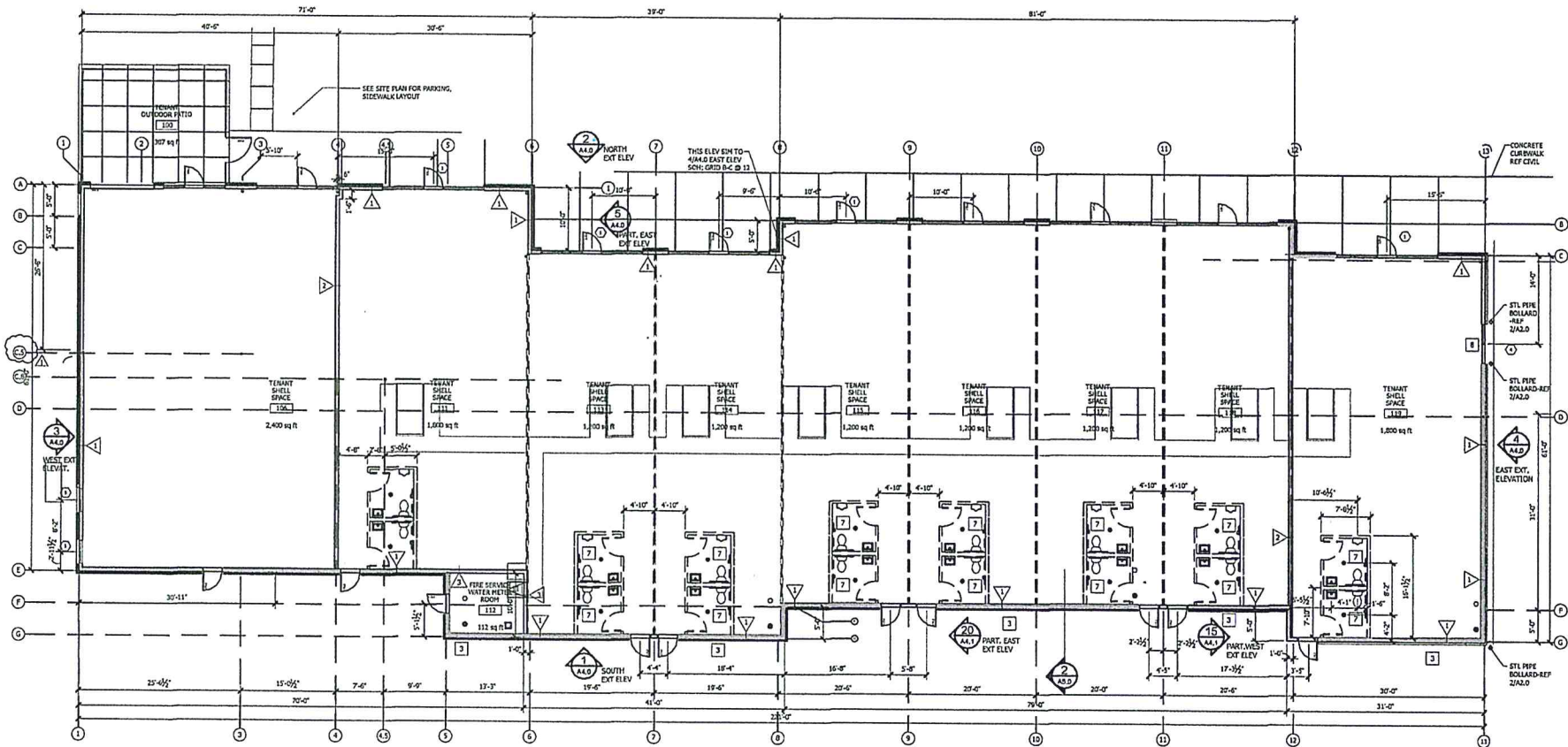
ADDITIONAL PHOTOS



STEVE ZEIER

406.670.6969

steve@trinityremt.com



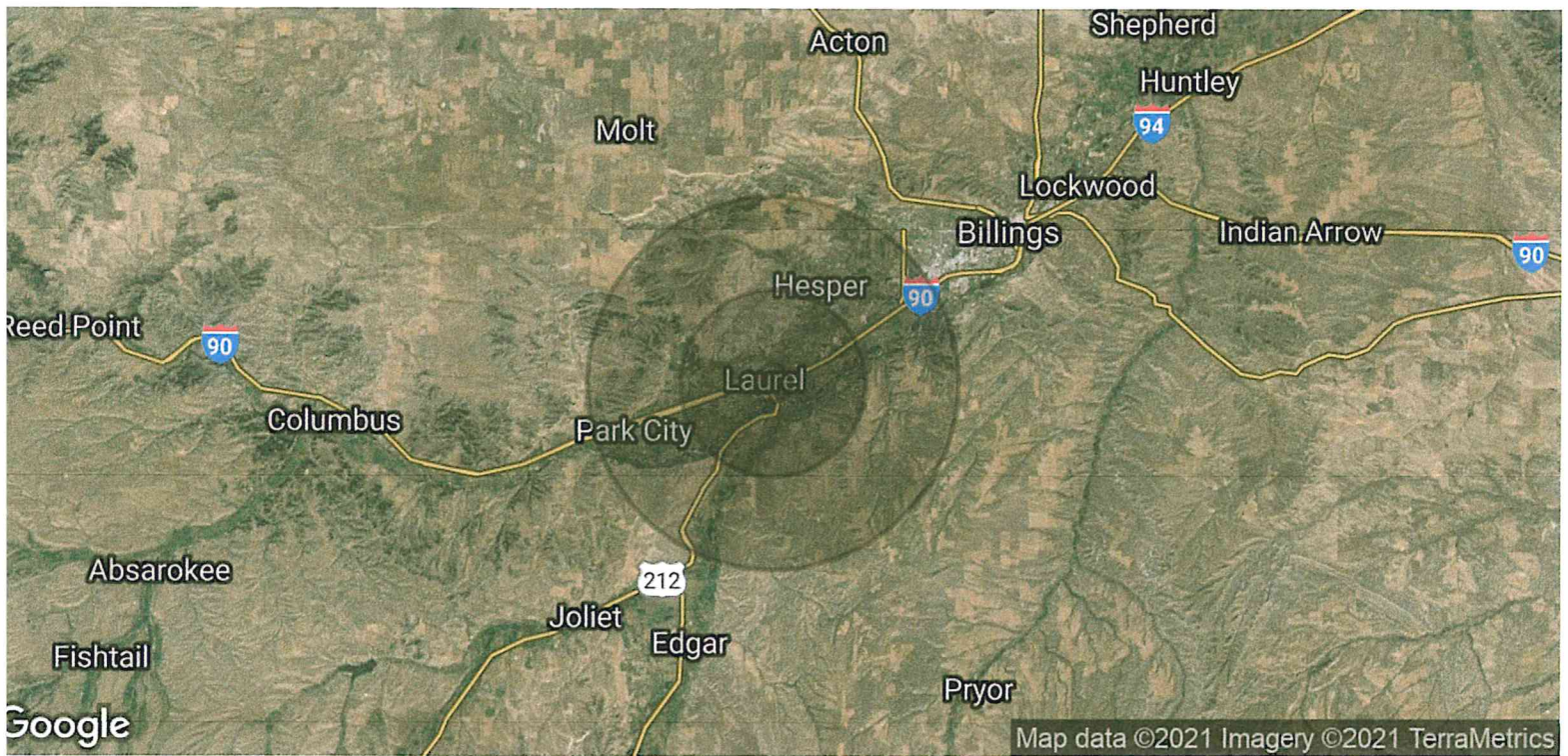
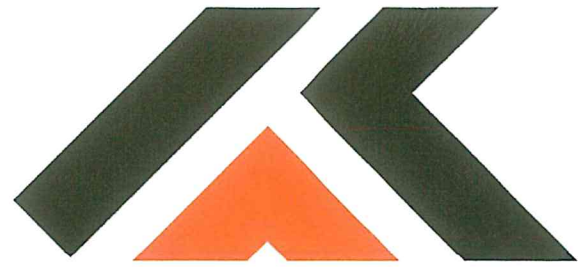
GROUND FLOOR TENANT SPACE PLAN



ERIC M. SIMONSEN AIA
PO BOX 2132
BILLINGS, MT 59103-2132
406.256.8060
406.698.8182
WWW.SIMONSENARCHITECT.COM
PROJECT: BILLING
DRAWING: 2007 ADDL PLAN
PROJECT NUMBER: 103
DATE: 11/28/11

A2.1

DEMOGRAPHICS MAP & REPORT

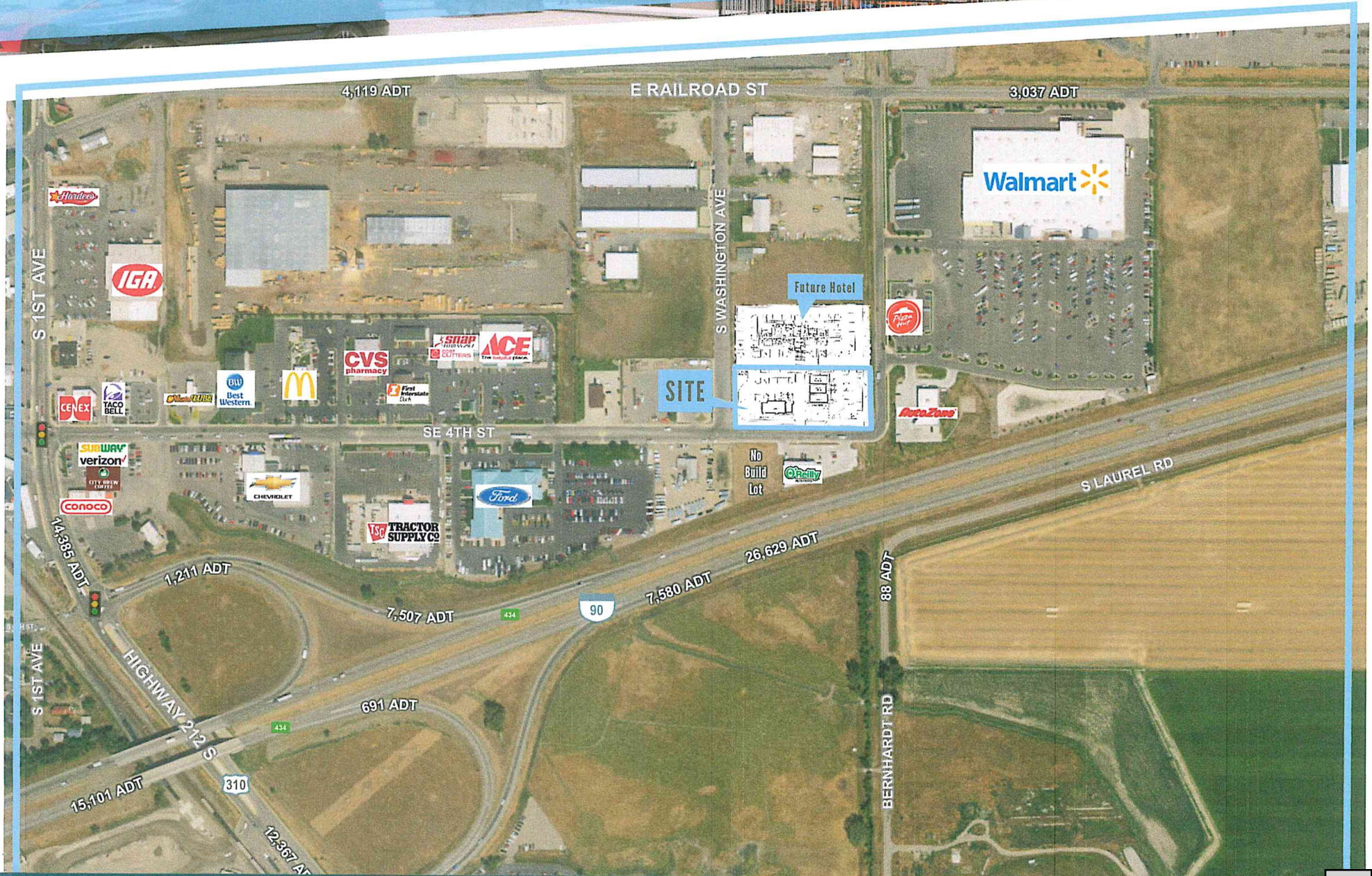


POPULATION	1 MILE	5 MILES	10 MILES
Total Population	159	3,068	10,358
Average age	38.9	38.8	38.9
Average age (Male)	40.0	39.9	40.0
Average age (Female)	37.4	37.4	37.5

HOUSEHOLDS & INCOME	1 MILE	5 MILES	10 MILES
Total households	58	1,134	3,830
# of persons per HH	2.7	2.7	2.7
Average HH income	\$78,831	\$77,114	\$76,794
Average house value	\$263,868	\$258,308	\$257,021

* Demographic data derived from 2010 US Census

LAUREL RETAIL DEVELOPMENT





Sherry Long
Yellowstone County Treasurer
P.O. Box 35010
Billings, MT 59107-5010

IMPORTANT TAX BILL ENCLOSED

48964*96**G50**0.91**3/6*****AUTO5-DIGIT 59001
SOLBERG ENTERPRISES LLC
500 SE 4TH ST
LAUREL MT 59044-3308

COUNTY TAX BILL 2021 REAL ESTATE

Phone: (406) 256-2802 Website: www.yellowstonecountymt.gov/treasurer

TAX CODE:
B02320

LEVY DISTRICT:
7 TI: LAUREL URBAN RENEWA TAX I

Property Location: 331 S WASHINGTON AVE
Legal Description: LAUREL INDUSTRIAL PARK SUBD, S16, T02 S,
R24 E, BLOCK 2, Lot 5A1, AMD (21)

Comm

Valuation Type	Market Value	Taxable Value
Real Estate	470,585.00	8,894.00
Improvements	417,250.00	7,886.00
Personal Property	0.00	0.00

DELINQUENT TAXES
YEAR AMOUNT

GENERAL TAX DETAIL

Levy Description	Amount
CI CITY OF LAUREL	1471.56
CO BRIDGE	31.34
CO EXTENSION SERVICE	5.60
CO GENERAL FUND	293.22
CO LAUREL COUNTY PLANNING	14.84
CO LIABILITY & PROPERTY INSURANCE	14.68
CO MENTAL HEALTH	4.18
CO METRA (CIVIC CENTER)&COUNTY FAIR	41.92
CO METRA ARENA & FACILITY IMPROVEMENT	27.54
CO MUSEUM	15.24
CO PERMISSIVE MEDICAL LEVY	91.24
CO PUBLIC HEALTH	57.30
CO PUBLIC SAFETY - MENTAL HEALTH	25.74
CO PUBLIC SAFETY - SHERIFF	226.06
CO PUBLIC SAFETY- COUNTY ATTORNEY	96.22
CO SENIOR CITIZENS-ELDERLY ACTIVITIES	33.46
CO VETERAN'S CEMETERY	1.66
CO WEED CONTROL	5.36
OT BIG SKY ECONOMIC DEVELOPMENT AUTH	25.96
SC ELEM & HIGH SCH TRANSPORTATION	25.66
SC ELEMENTARY RETIREMENT	192.28
SC HIGH SCHOOL RETIREMENT	100.64
SD #7 (LAUREL) - ELEM BUILDING RESERV	82.80
SD #7 (LAUREL) - ELEM BUS RESERVE	22.74
SD #7 (LAUREL) - ELEM GENERAL	469.94
SD #7 (LAUREL) - ELEM TECHNOLOGY	6.16
SD #7 (LAUREL) - ELEM TRANSPORTATION	93.14
SD #7 (LAUREL) - ELEM TUITION	24.30
SD #7 (LAUREL) - HS ADULT EDUCATION	3.32
SD #7 (LAUREL) - HS BUILDING RESERVE	41.44
SD #7 (LAUREL) - HS BUS RESERVE	11.76
SD #7 (LAUREL) - HS DEBT SERVICE	88.40
SD #7 (LAUREL) - HS GENERAL	255.26
SD #7 (LAUREL) - HS TECHNOLOGY	3.16
SD #7 (LAUREL) - HS TRANSPORTATION	24.38
SD #7 (LAUREL) - HS TUITION	31.58
SD #7 (LAUREL) - ELEM DEBT SERV	109.80
ST ACCREDITED HIGH SCHOOL	173.64

Levy Description (Continued)	Amount
ST GENERAL SCHOOL	260.46
ST STATE EQUALIZATION AID	315.72
ST UNIVERSITY-MILLAGE	47.36
ST VOCATIONAL-TECHNICAL SCHOOLS	11.84

Total General Taxes 4878.90

Please review the back of the tax bill for Dist. Breakdown and further information.

SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT #113 LAUREL SID	#113	1,008.63	1,008.62
OT #118 LAUREL SID	#118	579.19	579.18
OT LAUREL URBAN RENEWA A	7T11	2,720.00	2,720.00
OT LSM LAUREL STREET MAINT	LSM	648.15	648.14
OT LSWP LAUREL SWEEPING	LSWP	68.37	68.37
OT NUTTING DRAIN DISTRI	NUDD	5.00	5.00
OT SOIL SOIL CONSERVATION	SOIL	3.61	3.61
OT TIDU TID - UNIVERSITY MILLAGE	TIDU	26.66	26.66

Total Special Assessments

5059.61

5059.58

Total Taxes Due Current Year

7499.06

7499.03

Please fold on perforation BEFORE tearing

2021 2ND HALF PAYMENT STUB

Second Half Amount Due:

\$7,499.03

Remember - Mark this date on your calendar!

Payment Due: 05/31/2022

Tax Code: B02320

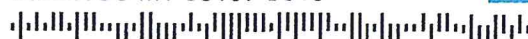
Property Tax Assistance eligibility reflected in amount due for current tax year

If you are low income, elderly, 100% disabled veteran, or had a large increase in your property taxes due to reappraisal, you may qualify for tax assistance. For more information, contact the Montana Department of Revenue, Billings Office at (406) 896-4000 or email dorprop3a@mt.gov.

SOLBERG ENTERPRISES LLC
500 SE 4TH ST
LAUREL MT 59044-3308

RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT TO:

YELLOWSTONE COUNTY TREASURER
P.O. BOX 35010
BILLINGS MT 59107-5010



Pa
11-15-21





Yellowstone County, Montana

[Commissioners](#) [Departments](#) [Contacts](#) [Site Map](#) [Home](#)

Disclaimer: Not all fields are currently maintained. The [accuracy of the data is not guaranteed](#). Please notify the Appraisal/Assessment Office of any inaccuracies.

[Back to Search Form](#)

[Full Orion Detail](#)

Owner Information

***Please Note:** Owner information is supplied by the **Montana Department of Revenue**. To request updates to addresses or other ownership information, please **contact the DOR office at 896-4000**. Records for the current year will **not** be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

Tax Code: B02320

Primary Party

Primary Owner Name: SOLBERG ENTERPRISES LLC [Ownership History](#)

2022 Mailing Address: SOLBERG ENTERPRISES LLC

500 SE 4TH ST

LAUREL, MT 59044-3308

Property Address: 331 S WASHINGTON AVE

Township: 02 S Range: 24 E Section: 16

Subdivision: LAUREL INDUSTRIAL PARK SUBD Block: 2 Lot: 5A1

Full Legal: LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 2, Lot 5A1, AMD (21)

GeoCode: 03-0821-16-1-17-01-0000

[Show on Map](#) (May not work for some newer properties.)

Property Assessment Information

Levy District: 7 TI LAUREL URBAN RENEWA TAX I

2021 Assessed Value Summary

Assessed Land Value = \$ 470,585.00

Assessed Building(s) Value = \$ 417,250.00

Total Assessed Value = \$ 887,835.00

Assessed Value Detail Tax Year: 2021

Class Code	Amount
2207 - Commercial City or Town Lots	= \$ 470,585.00
3507 - Improvements on Commercial City or Town Lots	= \$ 417,250.00
Total	= \$ 887,835.00

The values shown for the given tax year are for taxation purposes only. They are supplied by the Department of Revenue. For questions about these values, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](#).

Rural SID Payoff Information

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
2000	384.69 P	384.66 P	769.35
2001	502.11 P	502.11 P	1,004.22
2002	565.42 P	565.40 P	1,130.82
2003	553.66 P	553.65 P	1,107.31

2004	849.43 P	849.41 P	1,698.84
2005	866.05 P	866.04 P	1,732.09
2006	857.91 P	857.90 P	1,715.81
2007	839.94 P	839.93 P	1,679.87
2008	820.30 P	820.30 P	1,640.60
2009	1,319.13 P	1,319.12 P	2,638.25
2010	1,304.33 P	1,304.30 P	2,608.63
2011	2,629.91 P	2,629.88 P	5,259.79
2012	2,607.97 P	2,607.95 P	5,215.92
2013	2,702.05 P	2,702.01 P	5,404.06
2014	2,783.15 P	2,783.13 P	5,566.28
2015	3,636.69 P	3,636.66 P	7,273.35
2016	3,666.24 P	3,666.20 P	7,332.44
2017	4,306.31 P	4,306.25 P	8,612.56
2018	4,724.73 P	4,724.68 P	9,449.41
2019	4,683.10 P	4,683.08 P	9,366.18
2020	4,640.12 P	4,640.10 P	9,280.22
2021	7,499.06 P	7,499.03 P	14,998.09

(P) indicates paid taxes.

Click on year for detail. [Pay Taxes Online](#)

Jurisdictional Information

Commissioner Dist: 1 - [John Ostlund \(R\)](#)

Senate: 28 - [Brad Molnar \(R\)](#)

House: 55 - Vince Ricci (R)

Ward: 1 (LAUREL)

[Emelie Kay Eaton](#)

[Heidi Sparks](#)

Precinct: 55.4

Zoning: HC-Highway Commercial

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

[Click Here to view Broadview](#)

[Regulations](#)

[Click Here to view Yellowstone](#)

[County Regulations](#)

School Attendance Areas

High: LAUREL

Middle: LAUREL

Elem: LAUREL

[School District Trustee Links](#)

Any comments or questions regarding the web site may be directed to the [Web Developer](#).

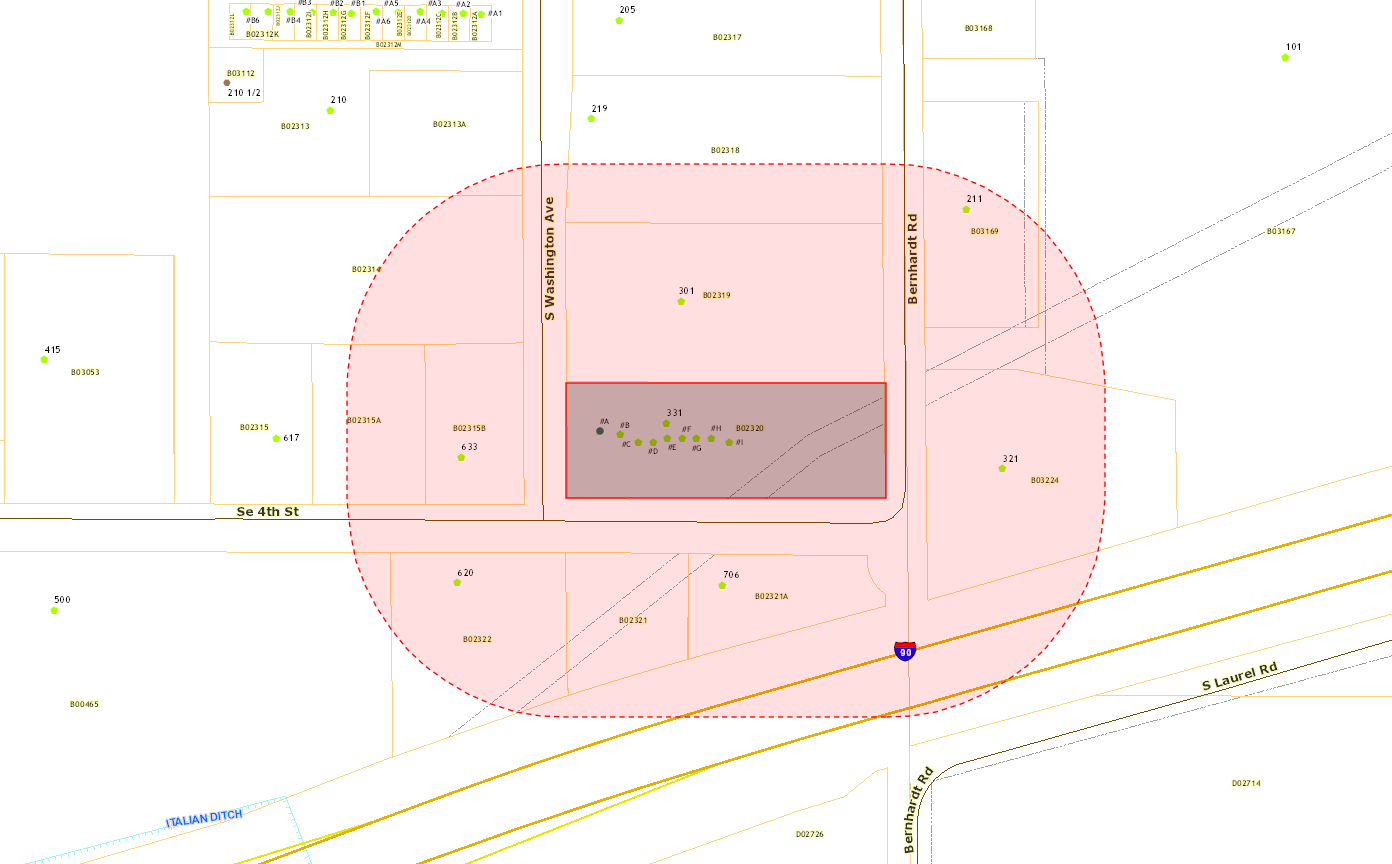


EXHIBIT B

Information Regarding Lots, Tracts and Parcels

TaxID	Owner	Legal	Lot Size (square feet)	Sidewalk (square feet)	Driveway Approach (square feet)	Sidewalk Improvements Assessment	Street Improvements Assessment*	Total Principal Assessment*	Market Value
B02311	SOLBERG ENTERPRISES LLC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 1, Lot 1	86,815.42			-	\$15,597.26	\$15,597.26	\$422,390.00
B02312A	SOLBERG ENTERPRISES LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT A1, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312B	LAUREL SHOP NORTH LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT A2, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312C	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT A3, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312D	SOLBERG ENTERPRISES LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT A4, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312E	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT A5, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312F	FICHTNER, KENNETH W	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT A6, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312G	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT D1, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312H	KINGFISHER LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT D2, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312I	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT D3, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312J	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT D4, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312K	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT D5, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312L	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT D6, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312M	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, MASTER CARD LOC @ LT 2, BLK 1 L				-	-	-	\$0.00
B02312N	COX, PAUL L & RACHEL E	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT B1, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00

TaxID	Owner	Legal	Lot Size (square feet)	Sidewalk (square feet)	Driveway Approach (square feet)	Sidewalk Improvements Assessment	Street Improvements Assessment*	Total Principal Assessment*	Market Value
B02312O	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT B2, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312P	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT B3, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312Q	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT B4, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312R	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT B5, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312S	FICHTNER, KENNETH W	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT B6, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312T	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT C1, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312U	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT C2, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312V	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT C3, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312W	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT C4, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312X	CANYON CREEK STATIONS LLC	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT C5, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02312Y	BAUER, STACEY	CANYON CREEK TOWNHOMES (16), S16, T02 S, R24 E, UNIT C6, 4.166% COMMON AREA INT	5,118.55			-	\$919.60	\$919.60	\$132,700.00
B02313	ROCKY MOUNTAIN PROPERTIES INC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 1, Lot 3A1, AMND 1.03	44,866.98			-	\$8,060.80	\$8,060.80	\$602,200.00
B02313A	CANYON CREEK STATIONS LLC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 1, Lot 3B, AMD (96)	36,154.94			-	\$6,495.60	\$6,495.60	\$188,045.00
B02314	CANYON CREEK STATIONS LLC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 1, Lot 4	86,858.98			-	\$15,605.08	\$15,605.08	\$422,591.00
B02315B	KDFJ INC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 1, Lot 5C, AMD	28,270.55			-	\$5,079.09	\$5,079.09	\$238,100.00
B02316	HARRIS HOLDINGS RAILROAD, LLC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 2, Lot 1, & COS 941	114,040.53	810.00	360.00	\$13,435.88	\$20,488.52	\$33,924.40	\$1,207,177.00
B02317	ENGH, ROBERT G & LUANNE	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 2, Lot 2	87,817.30	855.00	180.00	\$11,885.59	\$15,777.25	\$27,662.84	\$466,800.00
B02318	GILLIS, NANCY J	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 2, Lot 3	87,860.86	855.00	180.00	\$11,885.59	\$15,785.08	\$27,670.67	\$478,291.00
B02319	SOLBERG ENTERPRISES LLC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 2, Lot 4	87,947.98			-	\$15,800.73	\$15,800.73	\$427,629.00

B-2

TaxID	Owner	Legal	Lot Size (square feet)	Sidewalk (square feet)	Driveway Approach (square feet)	Sidewalk Improvements Assessment	Street Improvements Assessment*	Total Principal Assessment*	Market Value
B02320	SOLBERG ENTERPRISES LLC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 2, Lot 5A, AMD	76,360.98		200.00	\$2,296.73	\$13,719.01	\$16,015.74	\$374,030.00
B03112	GTP Acquisition Partners II LLC	LAUREL INDUSTRIAL PARK SUBD, S16, T02 S, R24 E, BLOCK 1 LOT3A2, AMD 1.13 AC	5,663.02			-	\$1,017.42	\$1,017.42	\$186,597.00
			865,502.74			\$39,503.79	\$155,496.21	\$195,000.00	

*All estimated dollar amounts of assessments are total principal amounts of assessments. These dollar amounts will be spread in semiannual installments over a maximum term of 20 years with interest thereon at a rate that is at least 0.50% above the average annual interest rate on the outstanding Bonds.

**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, MARCH 16, 2022**

A regular meeting of the City/County Planning Board was held in the Council Chambers and called to order by Board Chairperson Judy Goldsby at 5:35 p.m. on March 16, 2022.

Present:

Jon Klasna	Evan Bruce	Roger Giese
Dan Koch	Judy Goldsby	Ron Benner (5:40)
Karen Courtney (City of Laurel)		

Absent:

Gavin Williams

General Items

Meeting Minutes: February 16, 2022

Motion by Evan Bruce to approve minutes of February 16, 2022. seconded by Dan Koch. All five members present voted aye. Motion carried 5-0.

New Business

Special Review Application - Firebox Kitchen & Tap Room

Karen Courtney, Building Official, briefly reviewed the attached Staff report.

Chair, Judy Goldsby opened for public hearing. Asked for proponents.

Dana Lich – Has worked with Canyon Creek Station on properties and they have been above par in quality and feels that it will be a definite asset to our community. Therefore, is in favor of approving.

Chair, Judy Goldsby called for opponents. There were none.

Called for Board discussion.

Jon Klasna: Will signage be brought forward later?

Judy Goldsby: This special review is for the Tap room and signage will be forth coming.

Jon Klasna motioned to approve application; Evan Bruce seconded. All six members present voted Aye. Motion carried 6-0.

Public Hearing on Request for Annexation and Plan of Annexation - Laurel Golf Club

Forrest Sanderson, Interim City Planner, presented attached staff report.

Question from Ron Benner: You are stating initial zone of Public above the redline on the map. However also shows public below the redline.

Forrest: City Public zone above the red line and current County Public zoning below the redline. Does not affect the Yellowstone County Public at all.

Chair Judy Goldsby asked if any further questions. None stated, Chair called for proponents.

Jesse Norman – 2445 Saddleback Drive – Thanked Forrest for presentation. Golf Course Board discussed the per square foot valuation and it was a concern of the board. The board also wanted to ensure that annexation would not affect the golf course's water rights on any of the ditches they currently have. Also, that the waiver or covenant would not be required and would be part of the development agreement, which he believes as written by Sanderson Stewart in documents the Planning board currently has in their packet. If we commit to keeping the golf course itself and property associated with the golf course as a golf course, that the City of Laurel does not apply any SIDS as the property is remaining as a golf course. If it was ever decided to discontinue the property as a golf course and develop it, then the city applying SIDS to the property would be understandable. There are no plans currently nor in the near future to develop this land. Intent is to keep it as a golf course.

Question from Judy Goldsby: All of those issues have been addressed in the annexation request?

Forrest: Yes, all of those are a part of the annexation agreement, the final form of which will be presented to the City Council for consideration. Ultimately those are terms that are negotiated. The commit to not do SIDS are not in the current version, that is something that must be discussed with City Council.

Judy: Is the application that has been submitted to the board inclusive enough of these issues or does it is something that needs to be resubmitted?

Forrest: No, they are inclusive enough of the issue. The question that is being asked that is a governing body decision, is the SID. It is unnecessary to what is being decided here for annexation request and initial zoning designation.

Forrest did request to hold questions until all public comment has been taken, however is willing to answer one more from Mr. Benner.

Ron Benner: When looking over the agreement I do not see an easement along Golf Course Road. Is there already an easement in place if that road needs to be widened due to development? If so, shouldn't it be in this agreement?

Forrest: Very good question. The owner is 100% owner and have the right to do with it as they wish for access to their property.

Ron Benner: But if they are requesting to be annexed into the city shouldn't that be a requirement of the annexation?

Clarification between Forrest and Ron that this is Golf Course Road that Ron is meaning not the access road.

Forrest: We would request that at subdivision, should that ever occur. Until we have a development plan it isn't necessary to request for annexation.

Ron Benner: When we have annexed properties into the city we have asked for easement at that time.

Forrest: The only ones that I have worked on is when development, subdivision and annexation have come at the same time. Most recently was the Yard Office Road Subdivision where we had annexation, subdivision, and initial zoning all at the same time. The easement was part of it due to the increased traffic from the development, is that the case here today? Probably not, we could request but is not necessary for this annexation request.

Benner: There has been development out there with Elena Subdivision, Saddleback Ridge Estates, and the planned extension of West Maryland there will need to be widening of the roadway.

Forrest: From a developer's point of view – why should I have to give up property for something that I would not be benefitting from? The constitutional ground that they have not burdened the existing infrastructure being Golf Course Road would exempt the requirement to request easement.

Benner: Worry about having to come back and argue it later because we do not know when the development is. My thought is if we are going to do it and look at this as a growth area, even though this is a P-Zone, that easement should be in there automatically because we have hodge-podges of easement all over town. When do we stop doing this and start to address it right from the start?

Forrest: Through the development process, the developable portion of this is going to trigger a traffic impact study. At that point the traffic study will tell us the needs of that portion of real property and the burden on infrastructure and the improvements needed therewith, and then we can impose by condition an exaction that meets those needs.

Benner: If development grows up above the golf course this area is still impacted. Isn't the time to put the easement on there now and not later? Because later we will have to go back to get that easement.

Forrest: True. You can certainly make that a condition, but I don't recommend it. I struggle with an exaction where an impact has not yet occurred.

Chair Judy Goldsby called for proponents.

Brian Alexander – Sanderson Stewart – I felt Forrest did a wonderful job presenting this, I offer my services to answer any questions. Also, on the topic of the easement, I wish to clarify that there is already a thirty-foot easement located on the current Certificate of Survey.

Benner – So it runs along the property on Golf Course Road?

Brian – Yes on the golf course side from the middle of the road.

Chair Judy Goldsby called for any more proponents. None heard.

Chair Judy Goldsby called for any opponents. Called three times. None Heard. Closed public hearing.

Chair Judy Goldsby called for a motion.

Forrest apologized for the interruption, but he does have a request for the wording of the motion, and he is happy to explain the reason for this. For this to proceed to City Council for approval in a timely fashion, there are three specific things that must be stated to allow for this to happen. The three things that need to happen and the motion covers these is as follows: The favorable recommendation

on annexation, favorable recommendation on the public zone and thirdly we need to have the board to empower the board chair the authority to execute and recommendations and documents to the City Council.

Ron Benner: I motion to approve the staff report on the Laurel Golf Course Annexation and Initial zoning as our findings of facts and conclusions of Law. Further I move to recommend the annexation of the Laurel Golf Course property as described in the afore mentioned staff report under Title 7-2-4601 of the Montana Code Annotated with an initial zoning of Laurel P-Public. The motion includes authorization from the Planning Board and Zoning Commission allowing the Chair to execute and forward all recommendations and documents necessary to facilitate the required hearing and decisions required of the Laurel City Council.

John Klasna seconded.

Jon Klasna: I do have a question for Forrest. You stated that this does not include the maintenance shop area of the property.

Forrest: you are correct that the golf course maintenance facility is not included in the annexation. The simple reason is that the maintenance facilities at golf courses tend to have noise and uses that in cities could be classified by municipalities as a nuisance. It's not a nuisance it's maintenance, lawn clippings, sharpening mower blades, etc.

Roger Giese: The last sentence in the motion "The motion includes authorization from the Planning Board and Zoning Commission allowing the Chair to execute and forward all recommendations and documents necessary to facilitate the required hearing and decisions required of the Laurel City Council." Would that include from previous discussion the widening of Golf Course Road?

Forrest: Lets clarify there is a county road easement - Laurel Golf Course Road. Within the confines of annexation that 60 feet will become City of Laurel Street. At some point in the future if there is a cause for this ask, the developer of the project causing the need for a greater right of way, we will then act on that ask. That last sentence is allowing for us to move forward, the next City Council workshop if 5 April, public hearing 12 April. If we wait until next meeting to grant Judy approval to move forward, we are into the heart of building season. This allows us to take about 3.5 weeks out of the wait time to get this into the hands of the decision makers to make their decision on final approval of annexation and initial zoning.

Chair asked for any further discussion. There is a motion and a second to approve the annexation request. All those in favor?

All six members present voted Aye. Motion passes 6-0.

Announcements

Next Meeting: April 20, 2022

Adjourned at 6:25 p.m.

File Attachments for Item:

5. Resolution - A Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Project Known As H2S Rehabilitation Improvements.

RESOLUTION NO. R22-_____

A RESOLUTION AWARDING THE BID AND AUTHORIZING THE MAYOR TO EXECUTE ALL CONTRACT AND RELATED DOCUMENTS FOR THE PROJECT KNOWN AS H2S REHABILITATION IMPROVEMENTS.

WHEREAS, the City of Laurel needs to conduct rehabilitation improvements referred to herein as the H2S Rehabilitation Improvements; and

WHEREAS, the City of Laurel has complied with its procurement policy and Montana law by utilizing a competitive bid process to ensure the project cost and firm selected is in the best interests of the City in both quality and price; and

WHEREAS, the City of Laurel sought bids from qualified firms to complete the project by publicly advertising the project pursuant to Montana law; and

WHEREAS, the City of Laurel received a responsive bid from Black Canyon, LLC for the project; and

WHEREAS, Black Canyon, LLC's bid to complete the project is for the total cost of \$349,874.59; and

WHEREAS, Black Canyon, LLC was the lowest qualified bidder, and such bid is attached hereto and incorporated by reference herein; and

WHEREAS, the City of Laurel currently possesses adequate funds to complete the project and it is in the City of Laurel's best interests to proceed with the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council accepts the bid with Black Canyon, LLC and the Mayor is authorized to execute all contract and related documents with Black Canyon, LLC for the project known as H2S Rehabilitation Improvements, pursuant to the terms and conditions contained in the attached bid for the total cost of \$349,874.59.

Introduced at a regular meeting of the City Council on the _____ day of April, 2022, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of April, 2022.

APPROVED by the Mayor the _____ day of April, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



2022 H2S REMEDIATION
CITY OF LAUREL, MT
BID SUMMARY

Bid Opening: Laurel City Hall | Thursday, February 24, 2022 | 2:30 PM (local time)

Bidder Name	Acknowledge Addendum 1	Bid Security Enclosed?	Bid Form Properly Signed?	Total Base Bid 2022 H2S Remediation
Black Canyon LLC	N/A ✓	✓	✓	\$ 349,874.59
				\$
				\$
				\$
				\$
				\$
				\$

[Handwritten signature]
2/24/2022

**SECTION 00300
BID FORM**

PROJECT IDENTIFICATION:

H2S Remediation Improvements
Laurel, MT
KLJ PROJECT: 1804-00122

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Laurel
115 West 1st Street
Laurel, MT 59044

1.02 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.

001

Addendum Date

02/18/2022

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

- C. Special Provisions as provided in Paragraph 4.06 of the General Conditions.
- D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies and acknowledges:

- A. That this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- B. That no official of Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of Bidder.
- C. That Unit Prices have been computed in accordance with Paragraph 11.03.B. of the General Conditions.

- D. That the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- E. That Bidder will make no claim for damages, anticipated profits or otherwise on account of any difference which may be found between quantities of work actually done and the estimated quantities.
- F. That Bidder's unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and the total amount of the Unit Prices bid as listed in the Unit Price Schedule, after extensions are checked and corrections made, if any, the Total Amount of Unit Prices bid as corrected shall be used in awarding this Contract.
- G. That Owner reserves the right to reject any or all bids.
- H. That Bidder understands that the award will be made by Owner on the basis of that Bid from the lowest responsive, responsible Bidder which, in Owner's sole and absolute judgment, will best serve the interest of Owner.
- I. That low bidder will be determined on the basis of the lowest Base Bid schedule.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown on the following bid form:

H2S Rehabilitation Improvements
City of Laurel, MT

BASE BID: H2S REHABILITATION IMPROVEMENTS

TOTAL BASE BID	\$ 349,874.59
Three hundred forty-nine thousand eight hundred seventy- four dollars and fifty-nine cents.	
(Total Base Bid – Written Words)	

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the work will be substantially completed and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement (Section 00500).
- 6.02 Bidder accepts the provisions stated in the Agreement (Section 00500) as to liquidated damages and the stated amount in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the amount of 10% of the maximum Bid price, including alternates, if any.
- B. Other documents as pertinent, if any.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions to the General Conditions.

ARTICLE 9 – BID SUBMITTAL

SUBMITTED on February 24, 2022
(Date)

Montana Contractor's Registration # 160270

Employer's Tax ID No. 27-0552913

If Bidder is:

An Individual:

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership:

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ FAX No: _____

Name: Black Canyon, LLC.
(Corporation Name)

Type (General Business, Professional, Service, Limited Liability): LLC.

Title: Managing Member

Business Address: 207 N. 22nd Street, Suite B2, Billings, MT 59101

Date of Qualification To Do Business Is: 2009

1)

Joint Venturer Name: _____
(Name)

Name: _____
(Name, printed or typed)

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

File Attachments for Item:

6. Resolution - A Resolution Authorizing A Lease Agreement Between The City Of Laurel And Laurel American Legion Post #123, For The Construction And Use Of City Owned Property For A Parking Lot Near The City's Cemetery.

RESOLUTION NO. R20-119

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF LAUREL AND LAUREL AMERICAN LEGION POST #123, FOR THE CONSTRUCTION AND USE OF CITY OWNED PROPERTY FOR A PARKING LOT NEAR THE CITY'S CEMETERY.

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

Section 1: Approval. The existing Lease Agreement between the City of Laurel and the Laurel American Legion Post #123 for leasing City owned property located near the City Cemetery for the construction and use as a public parking lot for individuals visiting the City's Cemetery as well as the Yellowstone National Cemetery. A copy is attached hereto for convenience.

Section 2: Terms and Conditions. All terms and conditions of the Lease Agreement negotiated by the Parties are hereby approved.

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

Introduced at a regular meeting of the City Council on November 9, 2021 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 9th day of November 2021.

APPROVED by the Mayor this 9th day of November 2021.

CITY OF LAUREL

Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

LEASE AGREEMENT

This LEASE AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the City of Laurel, whose business address is PO Box 10, Laurel, Montana hereinafter called "Lessor", and the Laurel American Legion Post #123, whose business address is Box 211, Laurel, Montana hereinafter called "Lessee".

LEASED PREMISES

Lessor, in consideration for the rent agreed to be paid by Lessee, and in consideration of the covenants and agreements hereinafter expressed on the part of the Lessee to be kept and performed, does hereby lease to Lessee, real property owned by Lessor, hereinafter referred to as the "Leased Premises" and specifically described as Tract C-1-B of the Amended Tract C-1 of COS 3162, as further reflected on Exhibit A, attached hereto and incorporated by reference herein.

TERM

The term of the lease shall be for 25 years and shall commence on the date the City Council approves the lease and shall expire and terminate 25 years thereafter unless an additional 25-year term is requested by the Lessee and approved by City Council. The second 25-year term shall automatically renew upon notification by Lessee in a signed writing delivered to the City Clerk Treasurer on or before the date of expiration. Either party may terminate the lease as hereinafter provided.

RENT

Lessee agrees to pay annual rent of fifty dollars per year (\$50.00), not to be prorated for a short year.

SECURITY DEPOSIT

The parties acknowledge Lessee will not make a deposit with Lessor as a security deposit for the Lessee's faithful performance of Lessee's obligations under the Lease Agreement.

USE OF LEASED PREMISES

The Leased Premises may be used by the Lessee to construct, manage and operate a parking lot for guests visiting the Laurel City Cemetery and Yellowstone National Cemetery. Lessor is providing unimproved land through this lease for the lawful use of the Leased Premises. Lessee intends to construct a parking lot on the Leased Premises. Lessee shall comply with all applicable City permits, building and construction standards and codes applicable to the construction, maintenance and upkeep during the term of this lease.

Lessee shall not cause or permit anything to be done on or about said property, or which shall in any way tend to create a nuisance or dangerous condition on the Leased Premises at any time.

PROPERTY TAXES

The Lessor retains all responsibility for payment of the real property taxes on the Leased Premises.

REPAIRS

Lessee acknowledges that it is taking the Leased Premises “as is” and without improvements. Lessee agrees, at its own costs and expense, to design and construct the parking lot pursuant to the appropriate public work standards and that after construction, Lessee shall maintain the Leased Premises and make all necessary repairs to the parking lot surface during the term of the Lease and/or any renewal thereof. Lessee acknowledges that it is improving the Leased Premises, at its own expense, and upon expiration or termination of the lease, Lessor will retake possession of the Lease Premises along with all the improvements. Lessee hereby waives any right to ownership or compensation for all improvements to the Leased Property hereunder. Lessee shall perform weed maintenance as required.

LIENS

Lessee shall keep the Leased Premises and the property on which the premises are situated free from any liens arising out of any work performed for Lessee, material furnished to Lessee or obligations incurred by Lessee.

DAMAGE OR DESTRUCTION

In the event of damage or destruction of all or any part of the Leased Premises, Lessor shall have the option of terminating this Lease within thirty (30) days after said damage to the Leased Premises is repaired or remediated or the property returned to its original condition.

DEFAULT

Should default be made in the payment of any of the rent or other obligations hereunder when due, or should the Lessee or its agents or employee violate any of the terms, conditions, or covenants of this Lease, or should the Lessee vacate or abandon the Leased Premises or any part thereof, the Lessor may at Lessor’s option, after giving ten (10) days written notice thereof by certified mail to Lessee at Lessee’s address, provided herein, to cure the default, re-enter and take possession of said Leased Premises.

HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to hold Lessor free and harmless from any liability and claim for damages by reason of any injury to any person or persons, including agent or employees of Lessee, or property of any kind whatsoever and to whomever belonging, including property of Lessee, from any cause whatsoever, while in, upon, or in any way connected with the Leased Premises or appurtenances adjacent thereto, during the term of this Lease, or any extension or additional time during which the Lessee may remain in possession of said Leased Premises. Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person whosoever may be at any time be using or occupying or visiting the Leased Premises or be in, on, or about the Leased Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than that of the matters of things above set forth.

Lessee shall indemnify Lessor against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at anytime. The two preceding sentences shall not apply to loss, injury, death, or damages arising by reason of the negligence or misconduct of the Lessor, its agents, or employees.

Prohibition of involuntary assignment. Neither this lease agreement nor the leasehold estate of Lessee nor any interest of Lessee under this lease agreement in the Leased Premises or in the improvements on the Leased Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever; any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

INSPECTION OF PREMISES

Lessor and his agent have the right to enter on the Leased Premises to inspect the Leased Premises and see that no damage has been done or is done, and to protect any and all rights of Lessor and to post such reasonable legal notices as Lessor may desire to protect any and all rights of Lessor.

ATTORNEY'S FEES IN LEGAL ACTION

In the event that either party hereto shall bring legal action against the other party, then the prevailing party shall be entitled to reimbursement from the other party for all expenses incurred, including reasonable attorney's fees.

INSURANCE

A. Comprehensive General Liability Insurance. Lessee shall maintain in effect throughout the term of this Lease Agreement comprehensive general liability insurance insuring Lessee against any liability arising out of this Lease Agreement or the use, occupancy, or maintenance of the Leased Premises and all areas appurtenant to the Leased Premises. Such insurance shall be in the amount of no less than \$1,000,000 combined single limit for injury to or death of one or more person in an occurrence, and for damage to tangible property (including loss of use) in any one occurrence. The insurance policy shall ensure the hazards of the Leased Premises and operations conducted in and on the Leased Premises, independent contractor, contractual liability (covering the indemnity included in this Lease Agreement), and shall name Lessor as an insured party, as its interest may appear. Lessor shall be furnished with a copy of the Certificate of Insurance. Such coverage shall be primary and non-contributing with any insurance carried by Lessor. The liability insurance policy shall contain endorsements requiring thirty (30) days written notice to Lessor prior to any cancellation or any reduction in the amount of coverage.

TIME

Time is of the essence in this Lease.

AGREEMENT IN COUNTERPARTS

This Agreement may be executed simultaneously, or in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

COMPLIANCE WITH LAWS AND REGULATIONS

Lessee, at its expense, shall promptly comply with all federal, state, and municipal laws, orders and regulations, and with all lawful directives of public officers, which impose any duty upon it or Lessor with respect to the Leased Premises. The Lessee, at its expense, shall obtain all required licenses and permits for the conduct of its business with the terms of this Lease, or for the making of repairs, alterations, improvements, or additions. Lessor, when necessary, will join with the Lessee in applying for all such permits or licenses.

SURRENDER UPON TERMINATION

At the expiration of the lease term, the Lessee shall surrender the Leased Property in as good condition as it was at the beginning of the term, reasonable use and wear excepted.

MISCELLANEOUS TERMS

A. Notices. Any notice, statement, demand, or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage

prepaid, addressed to the Lessee at the premises, or to the Lessor at the address set forth above.

B. Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

C. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

D. Complete Agreement. This constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

E. Successor. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Lessor or Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

LESSOR:

Mayor, City of Laurel

ATTEST:

City Clerk Treasurer

LESSEE:

Laurel American Legion Post #123

AMENDED TRACT C-1 OF
CERTIFICATE OF SURVEY NO. 3162
DOCUMENT NO. 3557159

LOCATED IN GOVERNMENT LOT 2 OF SECTION 4, T.2S.,
R.24E., PMM, YELLOWSTONE COUNTY, MONTANA
PREPARED FOR: CITY OF LAUREL
PURPOSE OF SURVEY: UTILITY SITING: PARKING AREA

LEGAL DESCRIPTION:

A tract of land located in Government Lot 2 (a portion of the NE 1/4) of Section 4, Township 2 South, Range 24 East, PMM, Yellowstone County, Montana, more particularly being:

"TRACT C-1 OF AMENDED CERTIFICATE OF SURVEY (COS) NO. 3162",
filed in the office of the Yellowstone County Clerk and Recorder under Document no. 3557159.
Containing 14.567 acres, according to the said recorded Amended Certificate of Survey.

OWNER'S CERTIFICATION

The City of Laurel, Montana, being the owner of the above described lands, does hereby declare, that the purpose of the herein attached Amended Certificate of Survey is to describe Tract C-1-B as a "utility site" pursuant to Section 76-3-201(1)(h), MCA, and that, therefore, this survey is exempt from review as a subdivision under the Montana Subdivision and Platting Act, Title 76-3, MCA, inclusive. The attached Tracts C-1-A and C-1-B are exempt from review by the Department of Environmental Quality (DEQ) pursuant to ARM 17.36.605(2)(c).

Mayor, City of Laurel, Montana _____ Date _____

Laurel City Clerk/Treasurer: _____ ATTEST:

STATE OF MONTANA)
County of Yellowstone)

This record was signed before me on _____ by _____ as
Mayor of the City of Laurel, Montana.

Notary Signature _____

STATE OF MONTANA)
County of Yellowstone)

This record was signed before me on _____ by _____ as
the City Clerk/Treasurer of the City of Laurel, Montana.

Notary Signature _____

CITY - COUNTY HEALTH DEPARTMENT APPROVAL

YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT dba RIVERSTONE HEALTH _____ Date _____

COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT

I hereby certify that all taxes and special assessments assessed and levied on the lands included on the attached survey have been paid per Section 76-3-61(1)(b).

Yellowstone County Treasurer _____ Date _____

COUNTY ATTORNEY'S CERTIFICATION

This document has been reviewed by the County Attorney's office and is acceptable as to form.

Reviewed by: _____ Date _____
Deputy County Attorney

YELLOWSTONE COUNTY CLERK AND RECORDER FILING DATA

1/4 SEC.	SECTION	TOWNSHIP	RANGE	MCGEE & COMPANY
G. Lot 2	4	2 S.	24 E.	LAUREL, MONTANA 59044
				DRAWN: dwn
				CHECKED: _____
				CLIENT: City of Laurel
				DATE: 3/16/2021
				PROJECT NO. 20-3302
				FILE: \3302CS.gcd
				REVISION: 2/1/2022

Basis of Bearings: N.89°42'12"E. 2634.82' (COS 3162: 2634.71')

Laurel Airport Road

LOT 1
HIRAM SUBDIVISION
Doc. no. 3235136

Tract C-1-A
13.567 Acres

(Previously Tract C-1 of Amended COS 3162, Doc. no. 3557160)
Owner: City of Laurel, Deed 3245825, Tax ID: D02525

Tract C-1-B
1000 Acres
Utility Site
Owner: City of Laurel
Deed: 3245825

YELLOWSTONE
NATIONAL CEMETARY
(Tr. A-2, Amd Tr. A, COS 3287,
Doc. no. 3460024)

Boundary of
Yellowstone National Cemetery
Buffalo Trail Highway

Fnd Pioneer Technical 2" Al. Cap
S. of CL of County Road under
asphalt, set after highway re-construction.
This monument replaced the previous
al. cap monument and lies 0.65'
So. of the previous monument.

Fnd McGee 2" al. cap in asphalt
road for C-N 1/4 corner. Corner
lies North, 56.09 feet from the SW
corner of COS 3162.

In 2006, Fnd #5 rebar at SW
corner of COS 3162, and was
S.28°46'E. 0.08' from record
position. Monument is now
destroyed.

- = Found monument from previous survey
- o = Set 5/8" x 24" rebar with yellow plastic cap marked "MCGEE, 5157S"
- COS, CS = Certificate of Survey
- R = Record dimension
- M = Measured dimension monument to monument
- C = Calculated dimension
- WC = Witness Corner to true corner
- S/NF = Searched corner position/Not Found
- = Boundary line per this survey
- - - = Boundary line previous survey
- - - = Section Line
- - - = Highway right of way line
- - - = access road right of way

CERTIFICATE OF SURVEYOR:

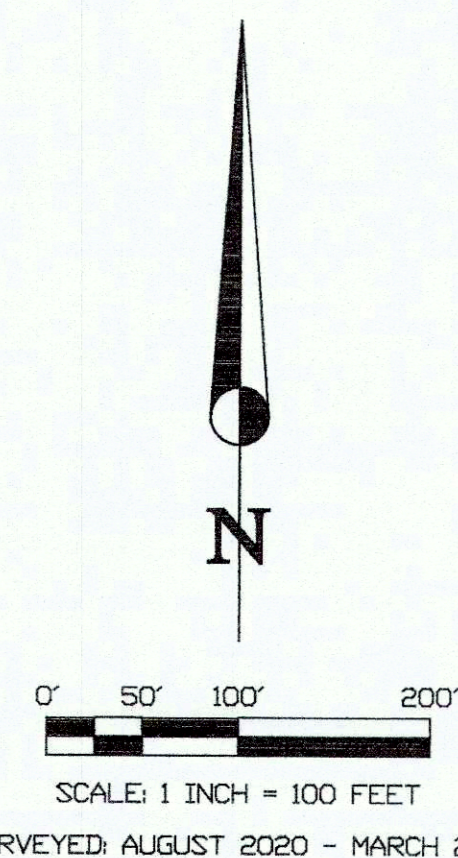
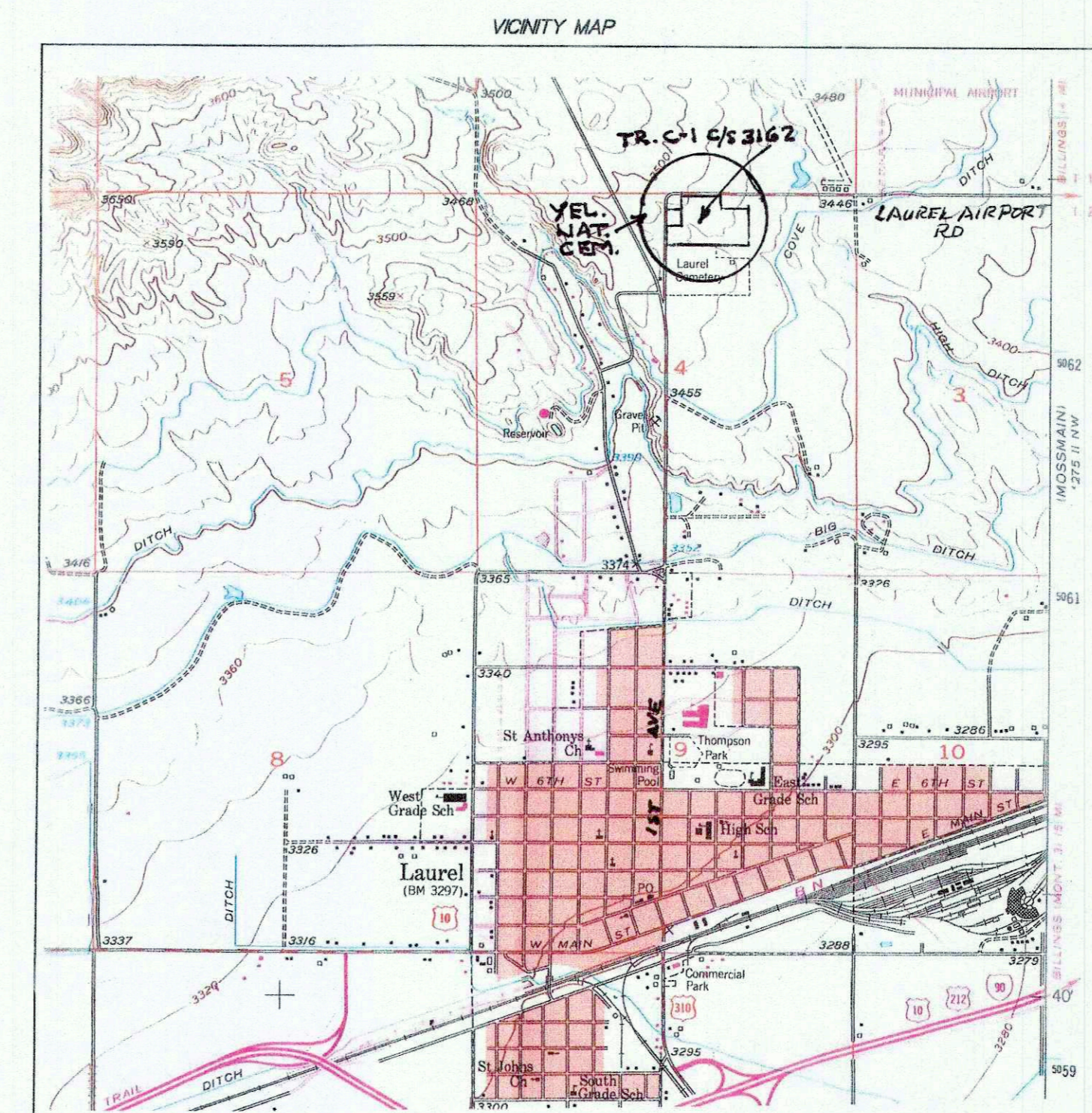
This is to certify that Daniel W. McGee, a Professional Land Surveyor, Montana registration no. 5157 S, performed a survey during August 2020 - January 2022 of the lands shown on the attached drawing. He further certifies that the purpose of the survey is to describe a tract of land for utility siting purposes on behalf of the Owner, the City of Laurel, Montana, and that the survey conforms to the provisions of Section 76-3-201(1)(h), MCA, and is therefore not subject to review as a subdivision under the Montana Subdivision and Platting Act, Title 76-3, MCA, inclusive. He further certifies that the survey was completed in compliance with the requirements of said Title 76-3, MCA, inclusive and the regulations adopted pursuant thereto.

Daniel W. McGee, PLS, Montana Registration no. 5157 S _____ Date _____

STATE OF MONTANA)
County of Yellowstone)

This record was signed before me on _____ by Daniel W. McGee.

Notary Signature _____



File Attachments for Item:

7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Independent Contractor Service Contract By And Between The City Of Laurel And Interstate Power Systems

RESOLUTION NO. R22-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE INDEPENDENT CONTRACTOR SERVICE CONTRACT BY AND
BETWEEN THE CITY OF LAUREL AND INTERSTATE POWER SYSTEMS**

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

Section 1: Approval. The Independent Contractor Service Contract, a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the _____ day of April, 2022, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of April, 2022.

APPROVED by the Mayor the _____ day of April, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 12th day of April 2022, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Interstate Power Systems, a contractor licensed to conduct business in the State of Montana, whose address is 1140 Main Street, Billings MT 59105, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated February 2, 2022, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor as set forth and itemized for Years 2022, 2023, and 2024 for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

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

results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

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

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

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

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

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

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

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

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

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

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

SECTION FIVE INDEMNITY AND INSURANCE

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

SECTION SIX COMPLIANCE WITH LAWS

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

SECTION SEVEN NONDISCRIMINATION

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

SECTION EIGHT DEFAULT

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

SECTION NINE TERMINATION

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

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

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

SECTION ELEVEN
ATTORNEY FEES

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

SECTION TWELVE
ENTIRE AGREEMENT

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

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

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

SECTION FOURTEEN
SEVERABILITY

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

SECTION FIFTEEN
PARAGRAPH HEADINGS

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 12th DAY OF APRIL 2022.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Interstate Power Systems

ATTEST:

Employer Identification Number

Bethany Keeler, Clerk/Treasurer

City of Laurel- Public Works
Nathan Herman
115 West First Street
Laurel, MT 59044
Phone: 406-628-9024
nherman@laurel.mt.gov

February 2, 2022
VID: multiple units

Re: Preventive Maintenance Agreement

Thank You for the opportunity to allow **Interstate Power Systems** to quote your generator service inspection needs. We are sending you a (3) year service maintenance contract with the pricing for Annual Service, Semi-Annual inspection, and Two-Hour Load Bank Test.

Kohler Generator – S/N: 0777268 – VID: 732512 – Water Treatment Plant

An Annual Service PM for 2022 -----\$ 1,148.00
An Annual Service PM for 2023 -----\$ 1,183.00
An Annual Service PM for 2024 -----\$ 1,220.00

Onan Generator – S/N: B060890387 – VID: 217643 – West Maryland

An Annual Service PM for 2022 -----\$ 685.00
An Annual Service PM for 2023 -----\$ 696.00
An Annual Service PM for 2024 -----\$ 706.00

Onan Generator – S/N: K070123536 – VID: 317259 – Walmart Lift Station

An Annual Service PM for 2022 -----\$ 513.00
An Annual Service PM for 2023 -----\$ 522.00
An Annual Service PM for 2024 -----\$ 532.00

Onan Generator – S/N: C100108531 – VID: 317308 – Village Lift Station

An Annual Service PM for 2022 -----\$ 480.00
An Annual Service PM for 2023 -----\$ 488.00
An Annual Service PM for 2024 -----\$ 496.00

Kohler Generator – S/N: SGM32GCRC – VID: 732454 – Elm Street Lift Station

An Annual Service PM for 2022 -----\$ 720.00
An Annual Service PM for 2023 -----\$ 740.00
An Annual Service PM for 2024 -----\$ 761.00

Kohler Generator – S/N: SGM32HPPB – VID: 732504 – New Intake

An Annual Service PM for 2022 -----\$ 510.00
An Annual Service PM for 2023 -----\$ 516.00
An Annual Service PM for 2024 -----\$ 521.00

Kohler Generator – S/N: 2275332 – VID: 732507 – Murray Street Booster

An Annual Service PM for 2022 -----\$ 440.00

An Annual Service PM for 2023 -----\$ 445.00

An Annual Service PM for 2024 -----\$ 451.00

Kohler Generator – S/N: SGM329KNX – VID: 129772 – Waste Water Treatment Plant

An Annual Service PM for 2022 -----\$ 890.00

An Annual Service PM for 2023 -----\$ 911.00

An Annual Service PM for 2024 -----\$ 934.00

The Annual would include the following procedures: change oil, change oil filters, change fuel filter, fluids topped off, hoses checked, belts checked, battery checked, sample the oil, sample the coolant, start and run unit to check functions. Document the procedure.

Kohler Generator – S/N: 0777268 – VID: 732512 – Water Treatment Plant

Two Hour Load Bank Test for 2022 -----\$ N/A

Two Hour Load Bank Test for 2023 -----\$ N/A

Two Hour Load Bank Test for 2024 -----\$ N/A

Onan Generator – S/N: b060890387 – VID: 217643 – West Maryland

Two Hour Load Bank Test for 2022 -----\$ 625.00

Two Hour Load Bank Test for 2023 -----\$ 625.00

Two Hour Load Bank Test for 2024 -----\$ 625.00

Onan Generator – S/N: K070123536 – VID: 317259 – Walmart Lift Station

Two Hour Load Bank Test for 2022 -----\$ 487.00

Two Hour Load Bank Test for 2023 -----\$ 487.00

Two Hour Load Bank Test for 2024 -----\$ 487.00

Onan Generator – S/N: C100108531 – VID: 317308 – Village Lift Station

Two Hour Load Bank Test for 2022 -----\$ 487.00

Two Hour Load Bank Test for 2023 -----\$ 487.00

Two Hour Load Bank Test for 2024 -----\$ 487.00

Kohler Generator – S/N: SGM32GCRC – VID: 732454 – Elm Street Lift Station

Two Hour Load Bank Test for 2022 -----\$ 491.00

Two Hour Load Bank Test for 2023 -----\$ 491.00

Two Hour Load Bank Test for 2024 -----\$ 491.00

Kohler Generator – S/N: SGM32HPPB – VID: 732504 – New Intake

Two Hour Load Bank Test for 2022 -----\$ 587.00

Two Hour Load Bank Test for 2023 -----\$ 587.00

Two Hour Load Bank Test for 2024 -----\$ 587.00

Kohler Generator – S/N: 2275332 – VID: 732507 – Murray Street Booster

Two Hour Load Bank Test for 2022 -----\$ 587.00

Two Hour Load Bank Test for 2023 -----\$ 587.00

Two Hour Load Bank Test for 2024 -----\$ 587.00

Kohler Generator – S/N: SGM329KNX – VID: 129772 – Waste Water Treatment Plant

Two Hour Load Bank Test for 2022 -----\$ 1,588.00

Two Hour Load Bank Test for 2023 -----\$ 1,588.00

Two Hour Load Bank Test for 2024 -----\$ 1,588.00

The Load Bank Testing would include the following: two-hour continuous load bank test with resistive load bank. Testing up to 100% of generator nameplate rating. Document the procedure.

Kohler Generator – S/N: 0777268 – VID: 732512 – Water Treatment Plant

Onan Generator – S/N: b060890387 – VID: 217643 – West Maryland

Onan Generator – S/N: K070123536 – VID: 317259 – Walmart Lift Station

Onan Generator – S/N: C100108531 – VID: 317308 – Village Lift Station

Kohler Generator – S/N: SGM32GCRC – VID: 732454 – Elm Street Lift Station

Kohler Generator – S/N: SGM32HPPB – VID: 732504 – New Intake

Kohler Generator – S/N: 2275332 – VID: 732507 – Murray Street Booster

Kohler Generator – S/N: SGM329KNX – VID: 129772 – Waste Water Treatment Plant

Semi-Annual Inspection for 2022 -----\$ 220.00 Individually

Semi-Annual Inspection for 2023 -----\$ 220.00 Individually

Semi-Annual Inspection for 2024 -----\$ 220.00 Individually

The Semi-Annual inspection would include the following procedures: check oil, coolant, and battery levels. Start and observe the performance of the unit as it operates. Check all belts, hoses, and coolant for proper inhibitor level. Check switchgear for proper operation and run the generator under facility load if permissible. Verify generator controller instrument operation. Test emergency and failure shutdown and alarms. Document the procedure.

Any additional parts needed during the inspections/PM that are not covered under this agreement will be available at an additional cost. You will be notified when additional parts are necessary to maintain peak operating condition and these parts will only be replaced with your prior authorization.

PAYMENT TERMS: NET30. Interstate Power Systems Terms and conditions apply. This document is subject to the General Terms and Conditions and Code of Conduct, which are expressly incorporated

INTERSTATE Power Systems

herein by reference, and are available at: <http://www.istate.com/about/terms-and-conditions> or in hard copy upon request.

Thank You in advance for your time and consideration. Should you have any questions please contact me.

**** Tax and environmental charges are not included****

This order accepted by:

Name: _____

Title: _____

Signature: _____

Date: _____

Thank you for your interest in the Services that we at Interstate have to offer.
Sincerely,

James Reso | Rental & Preventative Maintenance Sales | Interstate Power Systems
1140 Main Street | Billings, MT 59105
P: 406-252-4191 | Ext: 307559 | C: 406-200-2662 | F: 406-259-5270
www.istate.com | james.reso@istate.com
Pride in Service

SITE NAME	FUEL	MAKE	KW	SER#	Semi Annual		Annual PM	Annual	2022 Annual	Annual PM	Annual	2023 Annual	Annual PM	Annual	2024 Annual
					(Inspection Only)										
					Service	Load Bank									
WATER TREATMENT PLANT	D	KOHLER	800	0777268	\$ 220.00	\$ 1,148.00			\$ 1,368.00	\$ 1,183.00		\$ 1,403.00	\$ 1,220.00		\$ 1,440.00
WEST MARYLAND	D	ONAN	80	B060890387	\$ 220.00	\$ 685.00	\$ 625.00		\$ 1,530.00	\$ 696.00	\$ 625.00	\$ 1,541.00	\$ 706.00	\$ 625.00	\$ 1,551.00
WALMART LIFT	D	ONAN	20	K070123536	\$ 220.00	\$ 513.00	\$ 487.00		\$ 1,220.00	\$ 522.00	\$ 487.00	\$ 1,229.00	\$ 532.00	\$ 487.00	\$ 1,239.00
VILLAGE LIFT	D	ONAN	20	C100108531	\$ 220.00	\$ 480.00	\$ 487.00		\$ 1,187.00	\$ 488.00	\$ 487.00	\$ 1,195.00	\$ 496.00	\$ 487.00	\$ 1,203.00
ELM STREET LIFT	D	KOHLER	52	SGM32GCRC	\$ 220.00	\$ 720.00	\$ 491.00		\$ 1,431.00	\$ 740.00	\$ 491.00	\$ 1,451.00	\$ 761.00	\$ 491.00	\$ 1,472.00
NEW INTAKE	NG	KOHLER	100	SGM32HPPB	\$ 220.00	\$ 510.00	\$ 587.00		\$ 1,317.00	\$ 516.00	\$ 587.00	\$ 1,323.00	\$ 521.00	\$ 587.00	\$ 1,328.00
MURRAY STREET	NG	KOHLER	100	2275332	\$ 220.00	\$ 440.30	\$ 587.00		\$ 1,247.30	\$ 445.00	\$ 587.00	\$ 1,252.00	\$ 451.00	\$ 587.00	\$ 1,258.00
WWTP	D	KOHLER	600	SGM329KNX	\$ 220.00	\$ 890.00	\$ 1,588.00		\$ 2,698.00	\$ 911.00	\$ 1,588.00	\$ 2,719.00	\$ 934.00	\$ 1,588.00	\$ 2,742.00
2022 TOTAL BUDGET						\$ 11,998.30	2023 TOTAL BUDGET			\$ 12,113.00	2024 TOTAL BUDGET			\$ 12,233.00	

File Attachments for Item:

8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Standard Audit Contract Amendment By And Between The City Of Laurel And Olness & Associates, P.C.

RESOLUTION NO. R22-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE STANDARD AUDIT CONTRACT AMENDMENT BY AND
BETWEEN THE CITY OF LAUREL AND OLNES & ASSOCIATES, P.C.**

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

Section 1: Approval. The Standard Audit Contract Amendment, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Standard Audit Contract Amendment on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of April, 2022, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of April, 2022.

APPROVED by the Mayor the _____ day of April, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT AMENDMENT

This contract amendment is made this 7TH day of MARCH, 2022, by and among

OLNESS & ASSOCIATES, PC

Certified Public Accountant

("Contractor"),

CITY OF LAUREL

Governmental Entity

("Entity"),

Audit Period and Payment: This contract amendment covers the following audit period(s):

JULY 1 , 20 20 to JUNE 30 , 20 21

Amendments:

Paragraph 2.a. on page 1 of the standard audit contract is amended to read as follows:

<u>\$ 16,000</u>	For initial/sole audit covering	<u>07 / 01 / 2019</u>	to	<u>06 / 30 / 2020</u>
<u>\$ 19,750</u>	For subsequent audit covering	<u>07 / 01 / 2020</u>	to	<u>06 / 30 / 2021</u>
<u>\$ 17,000</u>	For subsequent audit covering	<u>07 / 01 / 2021</u>	to	<u>06 / 30 / 2022</u>

Sections 1, 2, and 7 of Appendix B on pages B1 and B2
are amended to read as follows:

1. Audit Periods and Dates of Engagement

- A. This audit will cover the fiscal year(s) ending 06 30 2021
Month Day Year & Year
- B. Date to Commence audit work MARCH 7, 2022
- C. Date to submit final audit report to the Entity MARCH 31, 2022

2. Time and Price for Engagement

- A. Estimated total hours 230

B. Price for audit personnel	19,750
Price for travel	
Price for report preparation	
Total price for this engagement	19,750

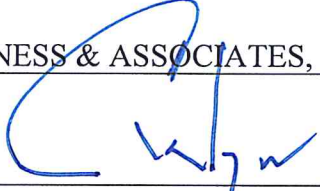
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

- ☒ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards equal to or in excess of \$750,000 during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.
- ☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of less than \$750,000 during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

IN WITNESS WHEREOF:

Certified or Licensed Public Accountant

OLNESS & ASSOCIATES, PC
Firm Name

By  Date 3/7/22
Authorized Representative

Governmental Entity

CITY OF LAUREL
Entity Name

By _____ Date _____
Authorized Representative

**Montana Department of Administration
Local Government Services**

By _____ Date _____
Authorized Representative

File Attachments for Item:

9. Draft Council Agenda for April 12, 2022.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, APRIL 12, 2022
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R18-XX

NEXT ORD. NO.
O18-XX

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. Once again, each speaker is limited to three minutes.

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of March 22, 2022.

Correspondence

2. Fire Monthly Report - March 2022.
3. Ambulance Monthly Report - February 2022.
4. Police Monthly Report - March 2022.
5. Building Department Monthly Report - March 2022.

Council Disclosure of Ex Parte Communications

Public Hearing

6. Public Hearing - Golf Course Annexation
7. Public Hearing - Special Review Firebox.

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.*

8. Claims entered through April 1, 2022.
9. Approval of Payroll Register for PPE 3/25/2022 totaling \$186,397.11.

Ceremonial Calendar

Reports of Boards and Commissions

10. Budget/Finance Committee Minutes of March 22, 2022.
11. Emergency Services Committee Minutes of February 28, 2022.

12. Public Works Committee Minutes 3.21.2022
13. Tree Board Minutes March 17, 2022.

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

14. Appointment of Benjamin Spencer to the Laurel Police Department.
15. Appointment of Lela Schiltz to the Library Board for the remainder of a five year term ending June 30, 2024.
16. Resolution - Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.
17. Resolution - Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitalities, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/Tap Room And Sale And Consumption Of Alcohol On Premises, Within An Existing Structure Located At Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel.
18. Resolution - A Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Project Known As H2S Rehabilitation Improvements.
19. Resolution - Cemetery Parking Lot
20. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Independent Contractor Service Contract By And Between The City Of Laurel And Interstate Power Systems
21. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Standard Audit Contract Amendment By And Between The City Of Laurel And Olness & Associates, P.C.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

DATES TO REMEMBER