



**AGENDA**  
**CITY OF LAUREL**  
**CITY COUNCIL MEETING**  
**TUESDAY, SEPTEMBER 14, 2021**  
**6:30 PM**  
**COUNCIL CHAMBERS**

NEXT RES. NO.  
R21-97

NEXT ORD. NO.  
O21-04

***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 August 24, 2021.
2. Approval of Minutes of September 7, 2021.

**Correspondence**

3. Laurel Airport Authority Minutes of July 27, 2021.
4. Fire Monthly Report - August 2021.
5. Police Monthly Report - August 2021.
6. Building Department Monthly Report - August 2021.

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

7. Public Hearing: Budget Amendment Resolution Amending Appropriations And Revenues For The Federal Equitable Sharing Fund For Fiscal Year 2020-2021
8. Public Hearing: A Resolution Adopting An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto.
9. Public Hearing: A Resolution Of The City Council Approving An Application For Special Review For Project Telephone Authorizing The Construction Of A Fiberoptic Hut At 1013 8th Avenue, City Of Laurel.
10. Public Hearing: Resolution Of Intent To Approve The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel With Changes.
11. Public Hearing: Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue And Alleyways Located Between Blocks 6 And 7 And Adjoining Rights Of Way, As An Addition To The City Of Laurel, Yellowstone County, Montana.

12. Public Hearing: A Resolution Of Annexation And Approval Of Zone Change For The Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel, Subject To Conditions Imposed By The City
13. Public Hearing: A Resolution To Approve The Preliminary Plat Of Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel Subject To Conditions.
14. Public Hearing: A Resolution Of The City Council Granting A Variance From Certain Sections Of Chapter 17 Of The City's Sign Code For The Property Located At 202 SE 4th Street To Allow The Removal And Replacement Of A Freestanding Pole Sign With An Electronic Controlled Sign Which Is Currently Prohibited.

## 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.*

15. Claims entered through September 10, 2021.
16. Approval of Payroll Register for PPE 8/22/2021 totaling \$194,748.46.
17. Approval of Payroll Register for PPE 9/5/2021 totaling \$207,090.58.
18. Approval of Retro Pay for Union 316 totaling \$7075.36.

## Ceremonial Calendar

### Reports of Boards and Commissions

- [19.](#) Budget/Finance Minutes of August 24, 2021.
- [20.](#) Park Board Minutes of September 2, 2021.

### 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

- [21.](#) Resolution No. R21-97: Budget Amendment Resolution Amending Appropriations And Revenues For The Federal Equitable Sharing Fund For Fiscal Year 2020-2021
- [22.](#) Resolution No. R21-98: A Resolution Adopting An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto.
- [23.](#) Resolution No. R21-99: A Resolution Of The City Council Approving An Application For Special Review For Project Telephone Authorizing The Construction Of A Fiberoptic Hut At 1013 8th Avenue, City Of Laurel.
- [24.](#) Resolution No. R21-50: Resolution Of Intent To Approve The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel With Changes.
- [25.](#) Resolution No. R21-51: Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue And Alleyways Located Between Blocks 6 And 7 And Adjoining Rights Of Way, As An Addition To The City Of Laurel, Yellowstone County, Montana.
- [26.](#) Resolution No. R21-100: A Resolution Of Annexation And Approval Of Zone Change For The Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel, Subject To Conditions Imposed By The City

- [27.](#) Resolution No. R21-101: A Resolution To Approve The Preliminary Plat Of Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel Subject To Conditions
- [28.](#) Resolution No. R21-102: A Resolution Of The City Council Granting A Variance From Certain Sections Of Chapter 17 Of The City's Sign Code For The Property Located At 202 SE 4th Street To Allow The Removal And Replacement Of A Freestanding Pole Sign With An Electronic Controlled Sign Which Is Currently Prohibited.

### **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**

**File Attachments for Item:**

1. Approval of Minutes of August 24, 2021.

DRAFT

# MINUTES OF THE CITY COUNCIL OF LAUREL

AUGUST 24, 2021

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:30 p.m. on August 24, 2021.

COUNCIL MEMBERS PRESENT:      Emelie Eaton              Heidi Sparks  
   Bruce McGee              Richard Herr  
   Scot Stokes                Irv Wilke  
   Richard Klose             Don Nelson

COUNCIL MEMBERS ABSENT:      None

OTHER STAFF PRESENT:            Jean Kerr, City Judge  
   Sherri Phillips, Court Clerk  
   Fran Schweigert, Union 316 President  
   Matt Wheeler, Public Works Superintendent  
   Matt Smith, KLJ  
   Stan Langve, Police Chief (via Zoom)  
   Nick Altonaga, Planning Director  
   Nancy Schmidt, Library Director (6:45 p.m.)  
   Brent Peters, Fire Chief

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

Mayor Nelson asked the Council to observe a moment of silence.

## MINUTES:

Motion by Council Member McGee to approve the minutes of the regular meeting of August 10, 2021, as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

## CORRESPONDENCE:

- Fire Monthly Report – July 2021
- Ambulance Monthly Report – July 2021

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

## CONSENT ITEMS:

- **Claims entered through August 20, 2021.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 8/8/2021 totaling \$223,709.48.**

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

Motion by Council Member Eaton to approve the consent items as presented, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

CEREMONIAL CALENDAR: None.

**REPORTS OF BOARDS AND COMMISSIONS:**

- Budget/Finance Committee Minutes of August 10, 2021.
- Park Board Minutes of August 5, 2021.
- Library Board Minutes of May 11, 2021.
- Library Board Minutes of June 8, 2021.
- Library Board Minutes of July 8, 2021.
- Tree Board Minutes of June 17, 2021.
- Public Works Committee Minutes of July 19, 2021.
- Emergency Services Committee Minutes of July 26, 2021.

**AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):**

Eric Perkins, Laurel Ford, stated he would like to take this minute on behalf of Laurel Ford to speak on the LURA Large Grant request. They have consistently invested in their property and will continue to bring commerce to the area. Currently, they have 12% of their normal stock but are still improving their property. He asked Council to reconsider their denial.

Ken Fichtner, 2025 Saddleback Lane, stated he is working to rebuild his old dealership. They will submit a Large Grant application next year. He asked Council to reconsider Laurel Ford's denial.

Jennifer Jones, 1320 Nez Perce Drive, here in Laurel, and my husband and I, Carl Jones, own the Laurel Auto Clinic over there on Main Street. We've owned the business since 2013 and 2020; we were finally able to purchase the property and are looking forward to fixing it up and finally giving it the attention it needs or has needed for so long. That includes removal of blight; there's a building on the property that has just...it needs to go. Unfortunately, that building is the only building that has bathrooms in the facility. There are no bathrooms in the business. And so, we've been wanting to fix this property up for the longest time; now we own the property, we can. We applied for the Large Grant under items that we feel were eligible improvements, and it specifically lists so; all that we have to go off of is this application. From our understanding, our application was denied because of some confusion based on what was in there, interior improvements specifically. And, umm...within the application itself says that these improvements flooring, interior walls, roof, ceiling, what-not are specifically eligible. We would like to ask that you guys reconsider this application and get it before you guys again for a vote because all we have to go off of is application. We can't read your minds. We don't know what your preferences are, and all we have to go off of is this. If you want to change the process for the eligible requirements of the application, please do so outside of this application period. Because it is just causing...creating confusion. So please reconsider and bring this forward to a vote again because we would like to continue doing business in this City and improving and beautifying our property so that we can serve more people and hire more people and fix more cars, you know, bring more people to this City. Thank you.

**SCHEDULED MATTERS:**

- **Appointment of Bynnan Miller to the Laurel Volunteer Ambulance Service.**

Mayor Nelson stated that the Ambulance Director could not attend this evening's meeting as she had a conflict. See attached letter from the Ambulance Director.

Motion by Council Member Stokes to approve the Mayor's appointment of Bynnan Miller to the Laurel Volunteer Ambulance Service, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Appointment of Adam Dennis to the Laurel Volunteer Fire Department.**

Brent Peters, Fire Chief, introduced Mr. Dennis to Council; see attached recommendation letter.

Motion by Council Member Nelson to approve the Mayor's appointment of Adam Dennis to the Laurel Volunteer Fire Department, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

Council Minutes of August 24, 2021

- **Resolution No. R21-71: A Resolution To Authorize The Mayor To Sign An Agreement With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel Middle School.**

Stan Langve, Police Chief, stated that this is the 20<sup>th</sup> anniversary of this program. The only changes to both SRO contracts are the wages.

Motion by Council Member Klose to approve Resolution No. R21-71, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R21-72: A Resolution To Authorize The Mayor To Sign An Agreement With Laurel Public Schools, District 7 And 7-70, Continuing The School Resource Officer (SRO) Program For The Laurel High School.**

Council questioned if there was one SRO or if there was an officer in each school. It was clarified there are two SRO's.

Motion by Council Member Wilke to approve Resolution No. R21-72, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R21-73: A Resolution Of The City Council Selecting Askin Construction, LLC As The Successful Bidder For The City Project Known As The Lindy Lane Sewer Replacement Project.**

Matt Wheeler, Public Works Superintendent, stated this project has been in the works for a long time. The sewer line is cracked and needs to be fixed.

Matt Smith, KLJ, this sewer main is fairly large diameter and transfers sewage across the interstate down into the sewer plant. There is a large crack on the pipe that they are afraid will collapse and create many problems. It is 110 feet of sewer main. It is very costly to repair; however, the damage it would cause if it collapsed would be far worse. They will need to do bypass pumping, and it will be a week of hard work to get it replaced.

Motion by Council Member Herr to approve Resolution No. R21-73, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R21-74: A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Service For The 2022 Pavement Maintenance Project.**

Matt Smith, KLJ, spoke about this at previous Workshops. This project replaces water, sewer, and pavement on S. 4<sup>th</sup>. It will set the stage for work to be done on W. Railroad. The W. Railroad project still needs an updated cost estimate, and the City needs to hear back from Bond Counsel on the bond capacity of the TIF District. The TIF District runs from 1<sup>st</sup> Ave. to 5<sup>th</sup> Ave. A portion of the TIF District could be used for the railroad crossings, bridge replacement, and replacement of that street. This is an intensive project, and they do not feel that it can be done in a single year. They also still need public input on what they want this street to look like. If you look at the Pacer study, the City is out of the easy projects (chip sealing, crack sealing). We are now down to the projects that need structural overlay or complete reconstruction.

Council noted that public input is still needed and that the boulevards may need to be removed. It was questioned if this cost estimate included that. It was clarified that when determining an estimate for this task order, they took a conservative approach, including the most expensive estimate with sidewalks and boulevards.

It was questioned if the residents give the feedback that they would like to see the boulevards removed will it increase the cost of this project. It was clarified when doing the estimate; they took the widest street possible. They do not anticipate that change to change the scope very much. It was further clarified that the street would have room for two driving lanes and parking on both sides. A narrower road will reduce the speed naturally through the area. Another item for discussion will be if

Council Minutes of August 24, 2021

the City wants to build-outs at the intersections. It helps reduce speeds and offers protection for pedestrian traffic. They can also consider putting the little circles in the road to slow people down.

It was questioned what the cost increase would be if the street were to be wider. When they did the estimate, it was clarified that they pulled the widest street that would work in the area. If anything, it would be narrower and would decrease the cost.

It was questioned if all the funds would be coming out of Street Maintenance. It was clarified the water and sewer would come out of their respective funds.

Motion by Council Member Sparks to approve Resolution No. R21-74, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R21-75: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With True North Contracting For Asphalt Replacement And Repair On Various Streets And Intersections Within The City Limits.**

Matt Wheeler, Public Works Superintendent, this is for the last year's water breaks. Instead of having them pave after each break, it saves the City money on mobilization fees to batch them together.

Motion by Council Member Eaton to approve Resolution No. R21-75, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R21-76: A Resolution Of The City Council Approving A Memorandum Of Understanding To Implement The Two-Year Wage And Benefit Agreement Negotiated Between The City Of Laurel And Local Union Local 316, American Federation Of State, County And Municipal Employees, AFSCME.**

Fran Schweigert, 402 Forrest Ave, stated he is the Public Works Union President. Last year they signed a three-year collective bargaining agreement. They decided at that time due to Covid to leave the last two years of wages and benefits till this year. They were able to finish negotiations within three hours; see attached changes.

Motion by Council Member McGee to approve Resolution No. R21-76, seconded by Council Member Eaton. There was no public comment.

Council Member Nelson recused himself from the vote. He sits as the Treasurer at the State level.

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

- **Resolution No. R21-77: A Resolution Of Intent To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.**

Nick Altonaga, Planning Director, briefly reviewed the suggested changes. Most of the Building Departments' fees had not been raised in a very long time. These proposed changes will make our fees competitive to Billings and a few City's from around the State.

Motion by Council Member Klose to approve Resolution No. R21-77, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.



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Council Minutes of August 24, 2021

- **Resolution No. R21-78: A Resolution Of The City Council Approving An Amendment To The Previously Approved Task Order Between The City Of Laurel And KLJ Engineering Inc. Authorizing Additional Compensation For Additional Engineering For The 5th Avenue Water Main Re-Route Project.**

Matt Smith, KLJ, stated this task order amendment includes the additional construction management fees associated with connecting the water main between 4<sup>th</sup> Ave and Valley Drive.

It was questioned how long it would be before this area was paved. It was clarified they would begin paving by the end of next week.

Motion by Council Member Sparks to approve Resolution No. R21-78, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R21-79: Resolution Authorizing Owner's Request To Seek Annexation Of 306 West 12th Street Pursuant To The City Of Laurel Annexation Policy.**

Nick Altonaga, Planning Director, stated that because this area is less than 2.06 acres, the applicant has to request Council's permission before applying for annexation. There is a meeting with the applicant to discuss installing a curb box before the road is paved.

It was questioned if this is a vacant lot. It was clarified that it is. There is currently a camper on the lot that someone is residing in. That is part of the discussion at the meeting. The City does not allow living in campers within City limits.

It was questioned if the City hopscotched its boundaries. It was clarified that it does. The Planning Director is working on updating the annexation policy. The annexation policy was last looked at in 2008.

Motion by Council Member Wilke to approve Resolution No. R21-79, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

**ITEMS REMOVED FROM THE CONSENT AGENDA:** None.

**COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):** None.

**COUNCIL DISCUSSION:**

Emergency Services will be meeting tomorrow, August 31, 2021, at 6:00 p.m. in Council Chambers.

Council noted that they were interested in discussing the LURA Large Grants at a future Workshop. The Mayor stated he needed to speak with Sam regarding those grant applications.

Laurel High School is allowing Hunter's Safety to come back into their schools. That will begin on September 7<sup>th</sup>. So far, they have 10 out of 50 signed up.

Tomorrow at 10:00 a.m., there will be a ceremony at the National Cemetery for unaccompanied remains. There are at least five peoples whose remains were unclaimed by family.

**MAYOR UPDATE:** None.

**UNSCHEDULED MATTERS:** None.

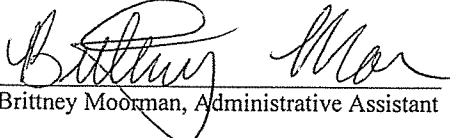
**ADJOURNMENT:**

Motion by Council Member Stokes to adjourn the council meeting, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

There being no further business to come before the Council at this time, the meeting was adjourned at 7:36 p.m.

DRAFT

Council Minutes of August 24, 2021

  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 14<sup>th</sup> day of September 2021.

\_\_\_\_\_  
Thomas C. Nelson, Mayor

Attest:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer



**CITY OF LAUREL**  
**MONTANA**  
**EMERGENCY MEDICAL SERVICES**  
215 W 1<sup>ST</sup> ST  
LAUREL, MONTANA – 59044  
OFFICE: (406) 628 – 1611 | DISPATCH: (406) 628 · 8737

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Dear Mayor and City Council,

We have an EMT interested in joining our EMS service as a volunteer. We have interviewed her and would be excited to bring her onto our team.

- Brynna Miller, EMT, she is a new EMT, she is engaged to one of our firefighter/EMT volunteers and lives here in Laurel. She does not have any EMS experience but is very excited to get started and help out the community she lives in. I believe that she would be a great addition to our team and also living in Laurel is a positive for our service as well.

Thank you very much for your consideration on this candidate.

Lyndy Gurchiek, NRP, Director  
Laurel EMS  
215 W 1<sup>st</sup> Street  
Laurel, MT 591044  
[lgurchiek@laurel.mt.gov](mailto:lgurchiek@laurel.mt.gov)  
406-860-8233



# LAUREL FIRE/EMS

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

City of Laurel  
PO Box 10  
Laurel, Mt. 59044

August 19, 2021

Mayor and Laurel City Council,

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

Firefighter  
Adam Dennis

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

Brent Peters  
Fire Chief  
Laurel Volunteer Fire Department

**Memorandum of Understanding  
Between**

City of Laurel ("City"), Laurel Library Board of Trustees ("Library"), and the American Federation  
of State, County, and Municipal Employees ("Union")

In accordance with Article XX – Terms, Amendments, and Modifications of the Agreement of the collective bargaining agreement (CBA 2020-2023), the City, Library, and Union negotiated wages and benefits for the remaining two years of the contract (7/1/2021, 7/1/2022).

City, Library, and Union agree as follows for all Union positions covered under the CBA:

1. Library Tech position base wage increase from \$15.90 to \$17.90 (Reference Library MOU, section 4).
2. Flex Plan increase from \$600 to \$650.
3. Retro pay to July 1, 2021.
4. Longevity Increase from \$7.75 to \$8.00.
5. Increase of boot allowance from \$200 to \$250.
6. Wages increase:
  - a. July 1, 2021: 3% increase to base wage
  - b. July 1, 2022: 2% increase to base wage

Consensus by all parties reached during Interest Base Bargaining negotiations with mediator from the Montana Board of Personnel Appeals on July 26, 2021 at 3:55pm.

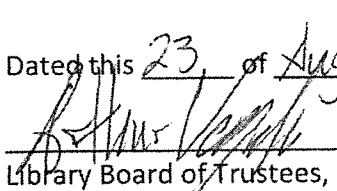
Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Mayor

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Union President

Dated this 23 of August, 2021.

  
\_\_\_\_\_  
Library Board of Trustees, Chair

**File Attachments for Item:**

2. Approval of Minutes of September 7, 2021.

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# MINUTES OF THE CITY COUNCIL OF LAUREL

September 7, 2021

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Tom Nelson at 8:21 p.m. on September 7, 2021.

COUNCIL MEMBERS PRESENT:        Bruce McGee            Heidi Sparks  
   Scot Stokes            Richard Herr  
   Richard Klose         Irv Wilke

COUNCIL MEMBERS ABSENT:        Emelie Eaton         Don Nelson

OTHER STAFF PRESENT:            Bethany Langve, Clerk/Treasurer  
   Stan Langve, Police Chief  
   Nick Altonaga, City Planner

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

Mayor Nelson asked the Council to observe a moment of silence.

**MINUTES:** None.

**CORRESPONDENCE:** None.

**COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS:** None.

**PUBLIC HEARING:**

- **Budget and Tax Resolutions for Fiscal Year 21-22**

Mayor Nelson stated this is the time and place set for the public hearing on the City of Laurel's Budget and Tax Resolutions for Fiscal Year 2021-2022

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

Bethany Langve, Clerk-Treasurer, stated before you is your final budget for fiscal year 2022 and tax resolutions. Council has seen all of these before. Light Districts 2 and 3 will be assessed this year; they were not assessed last year. We will not assess Elena this year; they will be assessed next year.

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

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

Mayor Nelson asked three (3) times if there were any opponents. There were none.

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

Mayor Nelson closed the public hearing.

**CONSENT ITEMS:** None.

**CEREMONIAL CALENDAR:** None.

**REPORTS OF BOARDS AND COMMISSIONS:** None.

**AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):** None.

**SCHEDULED MATTERS:**

- **Resolution No. R21-80: A resolution approving and adopting the Final Budget for the City of Laurel for the fiscal year 2021-2022.**

Motion by Council Member Sparks to approve Resolution No. R21-80, seconded by Council Member McGee.

Bethany Langve, Clerk/Treasurer, stated there would be one change. The Library staff are listed on the non-union page. She does not have their grades and cannot move them off the non-union sheet. This will be corrected for the next budget. She thanked the Council Secretary for her work on the budget.

There was no council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-81: A resolution levying taxes for general and specific purposes for the City of Laurel, Montana, for the fiscal year beginning July 1, 2021**

Motion by Council Member Herr to approve Resolution No. R21-81, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-82: A resolution levying and assessing all of the property embraced within Special Improvement Lighting District No. 2 of the City of Laurel, Montana, for the entire cost of maintenance and electrical current for the fiscal year 2021-2022.**

Motion by Council Member Wilke to approve Resolution No. R21-82, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-83: A resolution levying and assessing all of the property embraced within Special Improvement Lighting District No. 3 of the City of Laurel, Montana, for the entire cost of maintenance and electrical current for the fiscal year 2021-2022.**

Motion by Council Member Klose to approve Resolution No. R21-83, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-84: A resolution levying and assessing all of the property embraced within Street Sweeping District No. 1 of the City of Laurel, Montana, for the purpose of the sweeping of streets in the downtown or Business District for the fiscal year 2021-2022.**

Motion by Council Member McGee to approve Resolution No. R21-84, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-85: A resolution levying and assessing the cost of street maintenance and/or improvements for Street Maintenance District No. 1 that constitutes all streets and alleys embraced within the City of Laurel, Montana, for fiscal year 2021-2022.**

Motion by Council Member Stokes to approve Resolution No. R21-85, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-86: A resolution levying and assessing the cost of street improvements for Special Improvement District No. 113 within the City of Laurel, Montana, for fiscal year 2021-2022.**

Motion by Council Member McGee to approve Resolution No. R21-86, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.



DRAFT

- **Resolution No. R21-87: A resolution levying and assessing the cost of sidewalk improvements for Special Improvement District No. 115 within the City of Laurel, Montana, for fiscal year 2021-2022.**

Motion by Council Member Sparks to approve Resolution No. R21-87, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-88: A resolution levying and assessing the cost of sidewalk improvements for Special Improvement District No. 116 within the City of Laurel, Montana, for fiscal year 2021-2022.**

Motion by Council Member Sparks to approve Resolution No. R21-88, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-89: A resolution levying and assessing the cost of sidewalk improvements for Special Improvement District No. 117 within the City of Laurel, Montana, for fiscal year 2021-2022.**

Motion by Council Member Herr to approve Resolution No. R21-89, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-90: A resolution levying and assessing the cost of sidewalk improvements for Special Improvement District No. 118 within the City of Laurel, Montana, for fiscal year 2021-2022.**

Motion by Council Member Wilke to approve Resolution No. R21-90, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-91: A resolution levying and assessing the cost of sidewalk improvements for Special Improvement District No. 119 within the City of Laurel, Montana, for fiscal year 2021-2022.**

Motion by Council Member Klose to approve Resolution No. R21-91, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-92: A resolution levying and assessing the annual cost of sidewalk improvements for residential properties pursuant to the City's Residential Sidewalk Replacement Program within the City of Laurel, Montana, for fiscal year 2021-2022.**

Motion by Council Member Stokes to approve Resolution No. R21-92, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-93: A resolution levying and assessing a special tax against certain property in the City of Laurel for delinquent water charges.**

Motion by Council Member Stokes to approve Resolution No. R21-93, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-94: A resolution levying and assessing a special tax against certain property in the City of Laurel for delinquent sewer charges.**

Motion by Council Member McGee to approve Resolution No. R21-94, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

DRAFT

Council Minutes of September 7, 2021

- **Resolution No. R21-95: A resolution levying and assessing a special tax against certain property designated as garbage districts in the City of Laurel, Montana, for the removal of garbage and refuse.**

Motion by Council Member Sparks to approve Resolution No. R21-95, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R21-96: A Resolution Cancelling The November 2, 2021, General Election Of Certain Municipal Officers.**

Mayor Nelson stated this resolution is to cancel the election for those who are running unopposed.

Motion by Council Member Sparks to approve Resolution No. R21-96, seconded by Council Member Wilke. There was no public comment.

Council questioned if this would save the City money. Mayor Nelson clarified that was correct. The deadline to be a write-in candidate has passed.

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

**ITEMS REMOVED FROM THE CONSENT AGENDA:** None.

**COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):**

This Saturday, The Front Porch is putting on the Fall Festival. The Mayor and Council have been invited to kick off the 6<sup>th</sup> Annual Fall Festival. The Fall Festival will run from 10:00 a.m. to 9:00 p.m. Their request to have the abandoned vehicle removed from the City parking lot across from City Hall has been forwarded to the Police Department.

**COUNCIL DISCUSSION:**

Council thanked the Clerk/Treasurer and the Council Secretary for their work on this year's budget.

Mayor Nelson echoed Council and thanked the Clerk/Treasurer and Council Secretary for their work on this year's budget.

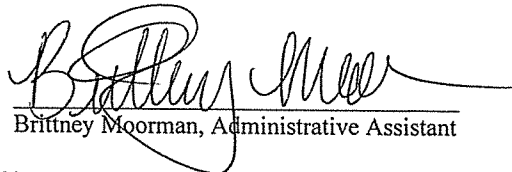
**MAYOR UPDATES:** None.

**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

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

There being no further business to come before the Council at this time, the meeting was adjourned at 8:49 p.m.



Britney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 14<sup>th</sup> day of September 2021.

\_\_\_\_\_  
Thomas C. Nelson, Mayor

DRAFT

Council Minutes of September 7, 2021

Attest:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

**File Attachments for Item:**

3. Laurel Airport Authority Minutes of July 27, 2021.

MEETING MINUTES

July 27, 2021

Meeting called to order @ 19:00 hours by Chairman Randy Hand. Board members present were: Shane Linse, Will Metz, and Randy Hand.

Claims approved. Normal and recurring for power and utilities, approved without exception.

Public Comments: None this meeting

Reports: Nathan w/KLJ Engineering.

1. Response forms requested by Kevin Stone with Montana Aeronautics were forwarded to KLJ for preparation.
2. Discussed planning and scheduling if KLJ is approved provider. Items to consider include parking requirements, additional hangar sites, retro-reflective markers on corners and possible change in gravel requirements around new hangars.

New Business:

1. RFQ for planning contractor to be posted in Laurel Outlook, with response by August meeting.
2. Independent Auditor for FAA required audit has contacted Steve Cosner
3. Laurel 406 Aero was going to check on insurance cost if we "lease" the Authority's car to them.
4. Approval made to allow restroom at 2410 Rathbun, assuming approval is obtained by County Health Dept. for installation at this address.
5. Discussed parking and gravel control, and commercial vs. residential leases, and allowance for remote voting, all tabled for further review.
6. Approved sale of 730 John Deere tractor for \$1,500.00 to Mike Sannon.

Old Business:

1. SRE Building door installation is proceeding, almost complete. Beacon installation to follow as soon as lift will be freed up from door installation.
2. Volunteer lunch or function, and any new lease decisions tabled for now.

Meeting Adjourned @ 20:40 hours

Randy Hand

Chairman

**File Attachments for Item:**

4. Fire Monthly Report - August 2021.







**File Attachments for Item:**

5. Police Monthly Report - August 2021.



# Laurel Police Department

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

Total Calls

Printed on September 1, 2021

[CFS Date/Time] is between '2021-05-25 00:00' and '2021-06-27 23:59' and

[Primary Incident Code->Code : Description] All

---

## Code : Description

## Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	8	8
: Agency Assist	81	81
: Alarm - Burglary	21	21
: Alarm - Fire	5	5
AMB : Ambulance	87	87
: Animal Complaint	20	20
: Area Check	9	9
: Assault	5	5
: Bad Checks	0	0
: Barking Dog	4	4
: Bomb Threat	0	0
: Burglary	3	3
: Child Abuse/Neglect	3	3
: Civil Complaint	18	18
: Counterfeiting	1	1
: Criminal Mischief	1	1

<b>Code : Description</b>	<b>Totals</b>	
: Criminal Trespass	8	8
: Cruelty to Animals	10	10
: Curfew Violation	30	30
: Discharge Firearm	0	0
: Disorderly Conduct	12	12
: Dog at Large	18	18
: Dog Bite	1	1
DUI : DUI Driver	21	21
: Duplicate Call	2	2
: Escape	0	0
: Family Disturbance	14	14
: Fight	2	2
FIRE : Fire or Smoke	15	15
: Fireworks	6	6
: Forgery	0	0
: Found Property	5	5
: Fraud	6	6
: Harassment	0	0
: Hit & Run	3	3
: Identity Theft	0	0
: Indecent Exposure	0	0

<b>Code : Description</b>	<b>Totals</b>	
: Insecure Premises	0	0
: Intoxicated Pedestrian	0	0
: Kidnapping	0	0
: Littering	0	0
: Loitering	4	4
: Lost or Stray Animal	26	26
: Lost Property	5	5
: Mental Health	3	3
: Missing Person	2	2
: Noise Complaint	6	6
: Open Container	0	0
: Order of Protection Violation	1	1
: Parking Complaint	21	21
: Possession of Alcohol	0	0
: Possession of Drugs	1	1
: Possession of Tobacco	0	0
: Privacy in Communications	2	2
: Prowler	1	1
: Public Assist	87	87
: Public Safety Complaint	7	7
: Public Works Call	29	29

<b>Code : Description</b>	<b>Totals</b>	
: Report Not Needed	11	11
: Robbery	0	0
: Runaway Juvenile	0	0
: Sexual Assault	1	1
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	1	1
: Suspicious Activity	102	102
: Suspicious Person	12	12
: Theft	33	33
: Threats	15	15
: Tow Call	0	0
: Traffic Accident	12	12
: Traffic Hazard	9	9
: Traffic Incident	17	17
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	170	170
: Unattended Death	0	0
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0

<b>Code : Description</b>	<b>Totals</b>	
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	2	2
: Warrant	15	15
: Welfare Check	19	19
<b>Totals</b>	1034	1034

**File Attachments for Item:**

6. Building Department Monthly Report - August 2021.

## CITY OF LAUREL BUILDING DEPARTMENT MONTHLY REPORT

Aug-21			Year to Date 2021		
	Amnt	Valuation		Amnt	Valuation
<b>New Construction</b>			<b>New Construction</b>		
1 Single family	<u>0</u>	<u>\$0</u>	1 Single family	<u>0</u>	<u>\$0</u>
2 Duplex	<u>0</u>	<u>\$0</u>	2 Duplex	<u>0</u>	<u>\$0</u>
3 Multi-Family	<u>0</u>	<u>\$0</u>	3 Multi-Family	<u>0</u>	<u>\$0</u>
4 Hotel/Motel	<u>0</u>	<u>\$0</u>	4 Hotel/Motel	<u>0</u>	<u>\$0</u>
5 Commercial	<u>0</u>	<u>\$0</u>	5 Commercial	<u>3</u>	<u>\$1,750,466</u>
6 Garage/Carport	<u>0</u>	<u>\$0</u>	6 Garage/Carport	<u>2</u>	<u>\$11,957</u>
7 Mobile Home	<u>0</u>	<u>\$0</u>	7 Mobile Home	<u>13</u>	<u>\$189,300</u>
<b>Total New:</b>	<u>0</u>	<u>\$0</u>	<b>Total New:</b>	<u>18</u>	<u>\$1,951,723</u>
<b>Remodel and Additions</b>			<b>Remodel and Additions</b>		
8 Residential	<u>0</u>	<u>\$0</u>	8 Residential	<u>6</u>	<u>\$112,781</u>
9 Commercial	<u>1</u>	<u>\$103,797</u>	9 Commercial	<u>5</u>	<u>\$188,121</u>
10 R. Fence/Roof/Siding	<u>8</u>	<u>\$68,710</u>	10 R.Fence/Roof/Siding	<u>66</u>	<u>\$550,286</u>
11 C.Fence/Roof/Siding	<u>1</u>	<u>\$48,669</u>	11 C.Fence/Roof/siding	<u>8</u>	<u>\$142,617</u>
12 Sign/Temp Structure	<u>3</u>	<u>\$29,971</u>	12 Sign/Temp Structure	<u>14</u>	<u>\$85,767</u>
<b>Total R &amp; A</b>	<u>13</u>	<u>\$251,147</u>	<b>Total R &amp; A</b>	<u>99</u>	<u>\$1,079,572</u>
<b>Grand Total:</b>	<u>13</u>	<u>\$251,147</u>	<b>Grand Total:</b>	<u>117</u>	<u>\$3,031,295</u>



**File Attachments for Item:**

19. Budget/Finance Minutes of August 24, 2021.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, August 24, 2021**

**Members Present:** Scott Stokes  
Emelie Eaton  
Bruce McGee  
Richard Klose

**Public Input:** *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

**General Items**

1. Review and approve the August 10, 2021 Budget and Finance Committee minutes. Richard Klose moved to approve the minutes of the August 10, 2021 Budget and Finance Committee meeting. Bruce McGee seconded the motion, all in favor, motion passed.
2. Review and approve purchase requisitions. There were two presented to the committee. The first was from Action Electric regarding lighting and electrical work in the Council Chambers portion of City Hall. This came as a result of questions at the previous meeting regarding a lack of bids. This bid was \$3,950 less than the only other bid from Ace Electric. Scot Stokes moved to approve this Purchase Requisition. Richard Klose seconded. All in favor. Motion passed. The second Purchase Requisition was from Raisin Auto regarding damage to a police vehicle. The bid was for \$11,208.60. Bruce McGee moved for approval of this claim. Richard Klose seconded the motion. All in favor. Motion passed.
3. Review and recommend approval to Council, Claims entered through 8/08/2021. Bruce McGee had reviewed the Claims Detail report and the check register for accuracy. He had no questions but had noted a couple things he had never seen before and had asked the Clerk Treasurer to explain. The responding text was read to the committee. Bruce McGee subsequently made a motion to recommend approval of the claims entered through 8/08/2021. Richard Klose seconded the motion, all in favor, motion passed.
4. Review and approve Payroll Register for pay period ending 8/08/2021 totaling \$223,709.48. Bruce McGee made a motion to recommend approval of this claim totaling \$223,709.48. Since the amount matched the register, Emelie Eaton seconded the motion, all were in favor and the motion passed.

**New Business –**  
None

**Old Business –**

5. Update from Mayor regarding Cemetery Parking Lot. Richard Klose from the American Legion stated he had spoken with the City Planner, Nick Altonoga, who stated he had drawn up a draft of a Contract for Deed but that draft needs to be approved by the City Attorney. Mr. Klose further stated that once the finalized document has been approved he will present it for approval by the American Legion. The Legion meets next on the second Thursday of September. Mr. Klose further stated that this matter need not appear on the Budget and Finance agenda until after the second Thursday in September. He explained that once the American Legion approves the documents, they will be passed on to the Council at the next available workshop and subsequently voted on by the Council.

**Other Items –**

7. Review Comp Overtime Report from PPE 8/08/2021. Everything looked to be in order. The committee noted there were four items which the City will receive reimbursement for.

8. Clerk Treasurer Update – The Clerk Treasurer was not in attendance. However, she had left a note stating “I will continue to work on the rest of the budget to present a complete budget to Council on 08/30/2021. At this time, I have received no recommendations for changes to what was presented last night.”

9. Mayor Update – not in attendance. No update.

**Announcements –**

10. The next Budget and Finance meeting will be held on September 14, 2021 at 5:00 p.m.

11. Richard Klose will be reviewing the claims for the next Budget & Finance meeting. There was comment regarding recent requests for documents that had been made by a committee member and not received. The Chair stated it could be specifically added to the next agenda as a new item for discussion. The Committee member responded that while it would be good to discuss that topic as a general item, the request for documents was specifically made to better understand the budget now that it was being discussed by the entire Council. The Chair apologized for not having followed through with having it as an item on the agenda. There was also general dissatisfaction expressed by two of the committee members regarding the meeting time for the Committee. It was stated that the request was made to move the meeting time up to 5:00 in order to allow the committee to have time for a more free flowing discussion on topics rather than having to limit discussion and knowledge sharing about the budget. It was noted that since the meeting time had been moved up the meetings were shorter than they were when the committee met at 5:30. It was noted that the Mayor had not attended one entire meeting since the date the meeting time was moved up to allow for discussion. It was stated that the Mayor only sits in on these meetings to assure a quorum and that he did not decide the agenda nor was he the expert on the budget. The committee requested it discuss the meeting time be changed again at the September 14 meeting.

Review of Claims schedule	9/14/2021	Richard Klose	9/28/2021	Bruce McGee
	10/12/2021	Emelie Eaton	10/26/2021	Bruce McGee
	11/9/2021	Richard Klose	11/23/2021	Scot Stokes
	12/14/2021	Emelie Eaton	12/28/2021	Bruce McGee

The meeting was adjourned at 5:27 p.m.

Respectfully submitted,

Emelie Eaton  
Budget and Finance Chair

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

**File Attachments for Item:**

20. Park Board Minutes of September 2, 2021.

September 2, 2021

Laurel Park Board Meeting

Started 5:30 PM by Scot Stokes with Jon Rutt, Evan Bruce, Phyllis Bromgard, Richard Herr and Irv Wilke.

No Public Comment

New Business:

Minutes from the Aug 5 meeting. Richard motioned, Phyllis 2<sup>nd</sup> and approved.

Old Business:

Riverside Park Update - Irv did get materials on a FWP Camp Host. That information attached to minutes.

Info on Website - Gavin Williams will be invited to next meeting to look at website.

Lion's Park Update - Senior Citizen Group is worried about bicyclists on the new walkway around Lion's Park

Jaycee hall Update – None

Other Items:

Rob Gray was present to update the board on the status of Kid's Kingdom. \$130,000 has been raised and the group is ordering the equipment for installation this year. Weather permitting.

Rotary Club has formed up the pads for two benches in city parks.

Meeting adjourned at 6:00

Jon Rutt

**POLICY  
MONTANA FISH, WILDLIFE & PARKS**

<b>DATE ISSUED</b> 2-11-2016	<b>DATE REVISED</b>	<b>DATE RETIRED</b>
<b>APPROVAL SIGNATURES/DATES</b>		
<b>LEGAL</b>	<i>[Signature]</i> 2/9/16	
<b>ADMINISTRATOR</b>	<i>[Signature]</i>	
<b>DIRECTOR'S OFFICE</b>		

*[Signature]*

**TITLE:** Background Checks

**SUBJECT**

**Subject:** Background Check completion requirements for FWP employees, AmeriCorps members and volunteers.

Background checks provide an important form of due diligence in the selection process for Montana Fish, Wildlife and Parks (department) employees and volunteers. Background checks serve to protect the health, safety and welfare of department employees, customers, and visitors; help ensure the protection of department monies, property and sensitive information; serve to reduce the department's exposure to liability; and enhance the department's integrity and the public's overall trust in the department.

**RELATED STATUTES/ADMINISTRATIVE RULES**

**Sensitive positions subject to recurring, unsupervised access to vulnerable populations:**

- The National Child Protection Act of 1993 (NCPA), Public Law (Pub. L.) 103-209, as amended by the Volunteers for Children Act (VCA).
- Pub. L. 105-251 (Sections 221 and 222 of Crime Identification Technology Act of 1998), codified at 42 United States Code (U.S.C.) Sections 5119a and 5119c - authorizes a state and national criminal history background check to determine the fitness of an employee, or volunteer, or a person with unsupervised access to children, the elderly, or individuals with disabilities.
- Montana Criminal Justice Information Act of 1979, MCA 44-4-101, 102, 103.

**Sensitive positions that use information technology to access sensitive criminal history data:**

- MCA 44-5-405. Personnel.
- Montana Criminal Justice Information Act of 1979, MCA 44-4-101, 102, 103.

**Sensitive positions require collecting fees, handling monies, and/or managing property or merchandise inventory:**

- Montana Criminal Justice Information Act of 1979, MCA 44-4-101, 102, 103.

**POST Certified Peace Officers, including Wardens and Criminal Investigators:**

- Montana Criminal Justice Information Act of 1979, MCA 44-4-101, 102, 103.
- MCA 7-32-303. Peace officer employment, education, and certification standards.
- Montana Police Officers Standards and Training (POST) policy.

**Positions classified in executive, managerial or professional categories**

- Montana Criminal Justice Information Act of 1979, MCA 44-4-101, 102, 103.

**Positions subject to operating a state vehicle or personal vehicle for state business:**

- ARM 2.6.205 DRIVER REQUIREMENTS.
- Department Motor Vehicle Use Policy.

**Criminal History Check Requirements for AmeriCorps State/National, Senior Companions, Foster Grandparents, the Retired and Senior Volunteer Program, and Other National Service Programs; Final Rule**

- 45 CFR Parts 2510, 2522, 2540, 2551, and 2552

**GENERAL INFORMATION**

This policy ensures compliance with department background check requirements for employees and volunteers.

**POLICY OVERVIEW**

All department employees and volunteers working in sensitive positions or with vulnerable populations will be subject to background checks in accordance with the following requirements and standards.

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## **Definitions**

**Contingent Employment Offer** – is an offer of employment based on the satisfactory completion of the mandatory criminal background check.

**Driving Record** - an individual's record of convictions for motor vehicle offenses maintained by the department of motor vehicles in the state where the individual holds a valid driver's license.

**Grant Covered Individual** - Any individual who receives a Corporation grant funded living allowance, stipend, national service education award, or salary for participation in or employment by a program. This includes employees whose positions and salaries are supported in part or in whole by the Corporation grant, either as the Corporation share or the grantee share.

**Hiring Authority** – the person responsible for making the decision to hire, promote, and/or transfer a department employee.

**National Service Criminal History Check (NSCHC)** - Specific guidelines established for background checks that are required of grantees receiving federal funds from the Corporation for National and Community Service. (AmeriCorps)

**Recurring Access** – the ability on more than one occasion to approach, observe, or communicate with an individual, through physical proximity or other means, including but not limited to electronic or telephonic communication (45 CFR 2510.20). Access that is not a regular, scheduled, or anticipated component of an individual's position description is considered "episodic" and is not considered recurring.

**Sensitive Position** – a paid or volunteer position with a job profile that includes one or more of the following duties:

- Service as a commissioned Montana POST certified Peace Officer
- Unsupervised, recurring access to vulnerable populations
- Handling of monies, collecting fees, and/or managing property inventory.
- Application of information technology to access to confidential or sensitive criminal justice information.

**Substantial Relationship** – the direct correlation between an employee's duties as outlined in their job profile and the subject of their criminal conviction. Example: A theft conviction and a job profile that requires fee collection and handling.

**Unsupervised** – not accompanied by (1) an authorized program representative who has previously been cleared for access to vulnerable populations, (2) a family member or legal guardian of the vulnerable individual, or (3) an individual authorized by the nature of his or her profession to have recurring access to the vulnerable individual, such as an educator

**Vulnerable Populations** – includes children under the age of 17; persons age 60 or older; or individuals with disabilities.

**Western Identification Network (WIN)** - a cooperative interstate criminal history record sharing program that includes Montana, Alaska, Idaho, Nevada, Oregon, Utah, Washington, and Wyoming.

## **POLICY**

All department employees and volunteers working in sensitive positions or with vulnerable populations will be subject to background checks in accordance with the following requirements and standards:

- 1) Background check requirements may be authorized by statute and must be approved by Human Resources.
- 2) The type and scope of background checks will be based on the following categories:
  - Category 1 - POST Certified Peace Officers, including Game Wardens, State Park Wardens and Criminal Investigators
  - Category 2 - Positions that use information technology to access sensitive criminal history data
  - Category 3 - Positions subject to recurring, unsupervised access to vulnerable populations
  - Category 4 - Positions that require collecting fees, handling monies, and/or managing property inventory
  - Category 5 – Positions classified in the executive, managerial, or professional categories
  - Category 6 - Positions subject to operating a state vehicle or personal vehicle for state business
- 3) Human Resources shall identify the appropriate background check category for each classified position. See Appendix C.
- 4) Background check requirements must be disclosed in all department vacancy announcements.
- 5) All applicants subject to an FBI fingerprint based background check must be provided a written copy of their noncriminal justice applicant's privacy rights. See Appendix B.
- 6) Background check results will be used for employment suitability purposes only and will not be retained or disseminated in violation of state or federal statute, regulation, executive order, rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council. Limited personnel at the department will have access to this information, at the discretion of the Human Resources Manager and all records will be properly secured.
- 7) A previous conviction does not automatically disqualify an applicant from consideration for employment with the Department. If requested, and as required by law, the department will provide applicants or employees with a copy of background check results for review and possible challenge.

### **AmeriCorps**

- The NSCHC must be initiated before an AmeriCorps member begins their term of service. Favorable results of the National Sex Offender Public Website (NSOPW) check are required before an individual may begin work or start their service.
- Favorable results of the NSOPW and either a state or FBI criminal history check must be obtained before the member may have recurring access to vulnerable populations, without being in the physical presence of (1) an authorized grantee representative who has previously been cleared for such access; (2) a family member or legal guardian of the vulnerable individual; or (3) an individual authorized by the nature of his or her profession to have recurring access to the vulnerable individual, such as an education or medical professional.
- The NSCHC must be initiated before a staff member in a grant covered position engages in activities chargeable to the grant. Favorable results of the nationwide NSOPW check are required before an individual may engage in activities chargeable to the grant. Favorable results of the NSOPW and either a state or FBI criminal history check must be obtained before the staff member may have recurring access to vulnerable populations.
- If a returning AmeriCorps member that previously served a term with Montana State Parks AmeriCorps or a staff member in an AmeriCorps grant covered individual has a break in service of more than 120 days a new National Community Service Criminal History Check must be completed.

### **Application Procedures**

Department posted vacancy announcements may include standardized supplemental questions related to the applicant's background. See Appendix F.

### **Pre-Hiring Procedures**

Applicants for paid and/or volunteer positions conditionally selected for designated positions will be subject to the following background check requirements and procedures:

- 1) Required to sign a Release & Disclosure Statement authorizing the department to conduct a criminal history background check. Failure to sign the authorization will result in disqualification for the hiring process. See Appendix A.
- 2) The hiring authority is responsible for working with Human Resources to ensure that the appropriate type and scope of background checks are conducted on the top candidate as identified in Appendix D.
- 3) The hiring authority will make a contingent employment offer based on successful completion of a criminal background check and finding of suitability.
- 4) Upon the conditional offer of employment, the hiring authority will instruct the applicant to go to the Montana Department of Justice or other applicable agency designated by HR to complete their required background check.

### **Post-Hiring Procedures**

- 1) The successful applicant may enter on duty and shall be notified in writing that continued employment is contingent on a successful background check and suitability determination.

### **Current Employee Procedures**

- 1) Current employees subject to internal reassignment and/or reclassification into a new job profile will be subject to the appropriate type and scope of background checks as identified in Appendix D.
- 2) Updated Background Checks will be conducted by Human Resources periodically on a set schedule determined by Human Resources for current employees working in sensitive positions.
- 3) The Human Resources Office will maintain background check records in a confidential and secure manner and monitor employee records to ensure submission of timely background check updates. Access to these files will be determined at the discretion of the Human Resources Manager.

### **Suitability Determination**

Human Resources will take the following actions following receipt of the background check results:

- 1) If a successful (positive) check is received from the Department of Justice (or other reputable agency), the hiring authority will be notified to proceed in the hiring process.
- 2) The results of a background check may result in disqualification from the hiring process.
- 3) If it is determined that the criteria for disqualification is met, the applicant will be informed of their disqualification by letter through the Human Resources Office.

### **Pending Cases**

Anyone who has been charged with or is under indictment or for cases pending in court should not be permitted to begin work until their case is officially adjudicated and a suitability determination is completed.

## Appendix A

### PRIVACY ACT STATEMENT

**Authority:** The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

**Social Security Account Number (SSAN).** Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

**Principal Purpose:** Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

**Routine Uses:** During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

**Additional Information:** The requesting agency and/or the agency conducting the application-investigation will provide you additional information pertinent to the specific circumstances of this application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any systems(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).

Updated 9/9/2013

## Appendix B

### Applicant Rights and Consent to Fingerprint

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification<sup>8</sup> by Montana Department of Fish, Wildlife & Parks that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials making a determination of your suitability for employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.<sup>9</sup>

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.<sup>10</sup>

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <http://www.fbi.gov/about-us/cjis/background-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI at the same address as provided above. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency.

If a change, correction, or update needs to be made to a Montana criminal history record, or if you need additional information or assistance, please contact Montana Criminal Records and Identification Services at [dojitsdpublicrecords@mt.gov](mailto:dojitsdpublicrecords@mt.gov) or 406-444-3625.

*Your signature below acknowledges this agency has informed you of your privacy rights for fingerprint-based background check requests used by the agency.*

Signed:

---

Name

Date

<sup>8</sup> Written notification includes electronic notification, but excludes oral notification.

<sup>9</sup> See 28 CFR 50.12(b).

<sup>10</sup> See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

In accordance with federal law regarding notices and disclosures, MT Dept of Justice requires the entity to which you are applying to work or volunteer to use this form.

Form number APR&CF 20170213



**Appendix C  
POSITIONS DESIGNATED FOR BACKGROUND CHECKS**

<b>Designated Positions</b>							
<b>Sensitive Position Category</b>	<b>Finance Division Title (Job Code)</b>	<b>Fisheries Division Title (Job Code)</b>	<b>Parks Division Title (Job Code)</b>	<b>Wildlife Division Title (Job Code)</b>	<b>Enforcement Division Title (Job Code)</b>	<b>Communication &amp; Education Division (Job Code)</b>	<b>HR, Regional Department Management &amp; Legal Divisions (Job Code)</b>
<b>Category 1: Montana POST Certified Peace Officer Positions</b>			<ul style="list-style-type: none"> <li>State Park Warden (333315)</li> </ul>		<ul style="list-style-type: none"> <li>Wardens (333315)</li> <li>Warden Sergeant (331916)</li> <li>Warden Captain (331936)</li> <li>Crime Investigator (333216)</li> </ul>		
<b>Category 2: Positions with access to the Criminal Justice Information Network (CJIN)</b>	<ul style="list-style-type: none"> <li>Operations Manager (CIO) (111218)</li> <li>Computer Information Manager (113217, 113218)</li> <li>Computer Application Engineer (151336)</li> <li>Computer Programmer (151216)</li> <li>Computer Supervisor (151116, 151117)</li> <li>Computer Systems Analyst (151516)</li> </ul>				<ul style="list-style-type: none"> <li>Admin Support (431214)</li> </ul>		



<p><b>Category 3:</b> Positions with recurring, unsupervised access to vulnerable populations, including AmeriCorps site supervisors</p>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Prog Spec 5/FAS Coord (131235)</li> <li>• Fish Culture Spec 5 (191225)</li> <li>• Fish Culture Spec 6 (191226)</li> <li>• Fish Biologist 6 (191236)</li> <li>• Conservation Tech 4 (194954)</li> <li>• Conservation Tech 5 (194955)</li> <li>• Conservation Tech 3 (194953)</li> <li>• Conservation Tech 4 (194954)</li> <li>• Conservation Tech 3 (194953)</li> <li>• Conservation Aide 2 (194952)</li> <li>• Conservation Worker (194953)</li> <li>• Conservation Aide 2 (194952)</li> <li>• Conservation Worker 2 (373112)</li> <li>• Conservation Worker 2 (499412)</li> <li>• Park Ranger (339954)</li> <li>• Groundskeeper 2 (373112)</li> <li>• Maintenance Worker 2 (499412)</li> <li>• Maintenance Work 3 (499413)</li> <li>• Maintenance Worker 4 (499414)</li> <li>• Maintenance Worker 5 (499415)</li> <li>• Volunteer FAS Hosts</li> </ul>	<ul style="list-style-type: none"> <li>• Parks Mgmt. Specialist II (131955)</li> <li>• Parks Ranger (339955)</li> <li>• Parks Ranger (339954)</li> <li>• Tour Guide (396212)</li> <li>• Groundskeeper (373112)</li> <li>• Maintenance Worker 2 (499412)</li> <li>• Maintenance Worker 4 (499414)</li> <li>• Maintenance Worker (499415)</li> <li>• Mechanic (499412)</li> <li>• Maintenance Supv (491115)</li> <li>• Volunteer Campground Hosts</li> <li>• Volunteer Tour Guides</li> <li>• Volunteer Naturalists</li> </ul>	<ul style="list-style-type: none"> <li>• Prog Spec/Block Mgmt (131235)</li> <li>• Wildlife Biologist 6 (1912136)</li> <li>• Conservation Tech 4 (194954)</li> <li>• Conservation Tech 5 (194955)</li> <li>• Conservation Worker 2 (499412)</li> <li>• Conservation Tech 3 (194953)</li> <li>• Conservation Aide 2 (194952)</li> <li>• Groundskeeper (373112)</li> <li>• Maintenance Worker 2 (499412)</li> <li>• Maintenance Worker 4 (499414)</li> <li>• Maintenance Worker Foreman (499415)</li> </ul>	<ul style="list-style-type: none"> <li>• Program Specialist (131236)</li> </ul>	<ul style="list-style-type: none"> <li>• Program Manager (111916)</li> <li>• Education Program Adm (119317)</li> <li>• Instructional Coordinator (259316)</li> </ul>	
<p><b>Category 4:</b> Positions that handle monies, collect fees and/or manage property or merchandise</p>	<ul style="list-style-type: none"> <li>• Accountant (132115, 132116)</li> <li>• Accounting Clerk/Tech (433313, 433314)</li> </ul>	<ul style="list-style-type: none"> <li>• Environ Science Spec 7 (191157)</li> <li>• Fish Culture Spec 5 (191225)</li> </ul>	<ul style="list-style-type: none"> <li>• Budget Analyst (132315)</li> <li>• Administrative Clerk (439612)</li> <li>• Administrative Assistant 3 (436113)</li> </ul>		<ul style="list-style-type: none"> <li>• Budget Analyst (132315)</li> <li>• Admin Support (431214)</li> <li>• Administrative Assistant (436113)</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Assistant (436113)</li> <li>• Editor (273416)</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Clerk (439612)</li> <li>• Administrative Assistant 3 (436113)</li> </ul>

Inventory	<ul style="list-style-type: none"> <li>• Admin Assistant (436113)</li> <li>• Admin Specialist (131915, 131916)</li> <li>• Auditor (131135)</li> <li>• Budget Analyst (132315, 132316)</li> <li>• Financial Operations Mgr (113317)</li> <li>• Financial Operations Sup/Mgr (132996)</li> <li>• Purchasing Agent (131215)</li> <li>• Payroll Tech (433514)</li> <li>• Operations Research Analyst (152315)</li> <li>• Warehouse Worker (537633)</li> </ul>	<ul style="list-style-type: none"> <li>• Fish Biologist 7 (191237)</li> <li>• Science Prog Sup/Mgr (192017)</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Assistant 4 (436114)</li> <li>• Visitor Center Volunteers</li> <li>• Enterprise Sales Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> <li>• Operations Manager (111217)</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Assistant 4 (436114)</li> <li>• </li> </ul>	Category 5: Executive, managerial & professional category positions	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> <li>• Business Operations Sup (131996)</li> <li>• Financial Examiner (132617)</li> <li>• Mechanic Mntc Sup/Mgr (491115)</li> <li>• Program Manager (191156)</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> <li>• Resource Con Mgr (119737)</li> <li>• Program Spec 6 (131236)</li> <li>• Operations Research Analyst (152315)</li> <li>• Plant Science Spec (191156)</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> <li>• Operations Manager (111217)</li> <li>• Program Manager (111916)</li> <li>• Program Specialist (131236)</li> <li>• Planner (193516)</li> <li>• Resource Conservation</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> <li>• Operations Manager (111217)</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Manager (111218)</li> </ul>	<ul style="list-style-type: none"> <li>• Lawyer (23117)</li> <li>• Chief Legal Council (231118)</li> <li>• Human Resources Manager (113417)</li> <li>• Human Resources Specialist (131776)</li> <li>• Administrative Support Supervisor (431215)</li> <li>• Operations Manager (111217)</li> </ul>
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<p><b>Category 6:</b> All departments that require the operation of a motor vehicle</p>	<p>(111917)</p> <ul style="list-style-type: none"> <li>• All positions not listed above</li> </ul>	<ul style="list-style-type: none"> <li>• Water Conservation Spec 7 (191317)</li> <li>• Environ Science Spec 6 (192416)</li> <li>• Statistician 6 (152416)</li> </ul>	<p>Mgr (119737)</p> <ul style="list-style-type: none"> <li>• All positions not listed above</li> </ul>	<ul style="list-style-type: none"> <li>• All positions not listed above.</li> </ul>	<ul style="list-style-type: none"> <li>• All positions not listed above</li> </ul>	<ul style="list-style-type: none"> <li>• All positions not listed above</li> </ul>	<ul style="list-style-type: none"> <li>• All positions not listed above</li> </ul>
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**APPENDIX D  
BACKGROUND CHECK REQUIREMENTS  
Montana Department of Fish, Wildlife and Parks**

	Type of Background Check					
	Federal (FBI) Fingerprint-based Check	Montana & WIN Fingerprint-based Check	National Sex Offender Registry (online)	Montana Sex & Violent Offender Registry (online)	Driving Record Check (7)	Moral Character References (8)
<b>Category 1:</b> Montana POST certified Peace Officer positions, including FWP Game Wardens, Criminal Investigators, State Park Wardens	✓		✓	✓	✓	✓
<b>Category 2:</b> Information Technology Services Bureau or Enforcement Bureau positions with access to the Criminal Justice Information Network (CJIN)	✓		✓	✓	✓	
<b>Category 3:</b> Positions with recurring, unsupervised access to vulnerable populations	✓		✓	✓	✓	
<b>Category 4:</b> Positions that handle monies, collect fees and/or manage property or merchandise inventory		✓	✓	✓	✓	
<b>Category 5:</b> Executive, Managerial & Professional Level Positions		✓	✓	✓	✓	
<b>Category 6:</b> All department positions that require the operation of a motor vehicle (2)					✓	



# Campground Host Handbook

**Welcome to Montana State Parks!  
Thank you for the gift of your time and talent and .....**

## ***CONGRATULATIONS!***

**Reasons to volunteer in Montana State Parks:**

- Meet new people and build relationships
- Be an environmental steward
- Learn about the parks and what they protect
- Improve health
- Spend time amongst Montana's natural and cultural beauty
- Enhance work and volunteer experience

You are beginning a wonderful journey helping preserve, protect and promote the many features of Montana State Parks!

You are not alone on this journey-you are joining others, like yourself, who have a particular skills, talent or interest in helping Montana State Parks.

The thousands of hours that are volunteered help us better provide the missions of visitors to Montana State Parks with the very best in recreational, environmental, cultural and historical opportunities.

We hope that you will find your work fun, relaxing, stimulating, and educational as you get to know more about Montana State Park's mission, its resources, its employees, and the public it serves.

As you begin your work with us, remember that the managers, rangers,

and supervisors consider you to be an essential part of their park team. Their expectations of you are high. Perform your work efficiently, treat our visitors with care, and communicate with your staff regularly.

At the same time, you can expect your time with us to be used wisely, to be treated fairly, be trained effectively for any job you are asked to do, and be given regular feed-

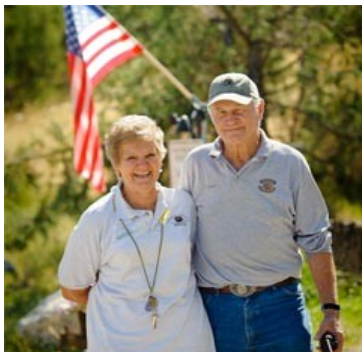


back from the staff on the work you are performing.

Please take some time to explore and enjoy the many wonders to be found in our Montana State Parks and let the park staff or me know if you have any questions or comments on any part of your work..

Again, please accept our sincere thanks for your help. Welcome aboard!





*Out-of-state residents can purchase a Nonresident Entrance Pass which allows free entrance on an unlimited number of visits and discounted camping fees for a year. A pass costs \$35. The State Park Entrance Pass is valid for one year from month of issue. You can purchase a pass through the Montana Fish, Wildlife & Parks Online Licensing Service, or at any FWP office*



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# Quality Service Pledge



Montana State Parks very clearly understands the value and necessity of Quality Customer Service. In addition to the visiting public, Quality Customer Service standards and guidelines should be exercised towards all we come in contact with, including Park Staff and our fellow volunteers.

1. I pledge to make my first priority our visitors and keep in mind **visitors are the reason we are here!**
2. When Visitors approach me, I will greet them sincerely and

pleasantly. I will smile and make them feel welcome.

3. I will thank all visitors and make them realize they are valued.
4. I will do my best to present a professional, well-groomed personal appearance.
5. I will participate in monitoring and maintaining a clean and orderly park.
6. I will strive to create a positive impression of my park in the eyes of all who visit, one that I take pride in presenting.
7. When faced with a visi-

tor confrontation, I will attempt to handle the situation in a calm, professional manner, displaying genuine concern for the visitor.

8. I will be responsible in handling all inquiries and communications with visitors.
9. I will use common sense and offer flexibility in my schedule in order to provide Quality Customer Service at all times.
10. I will adhere to all Quality Service standards and guidelines.



## Volunteers with Montana State Parks can expect:

1. To be treated as a state parks team member.
2. To receive a suitable assignment with consideration for your personal preference, temperament, life experience, and interests.
3. Relevant training, orientation.
4. The supplies and equipment needed so you can perform your duties safely and successfully.
5. To learn about relevant Montana State Parks including its mission, policies, and programs.
6. Sound guidance and direction from a supervisor and staff who are experienced, well informed, patient, and thoughtful.
7. An orderly, designated place to work.
8. A variety of experiences.
9. To be heard, to have a part in planning, and to feel free to make suggestions.
- 10.
11. To have respect shown for an honest opinion.
12. Recognition and expressions of appreciation.
13. To say "NO" to some volunteer requests.

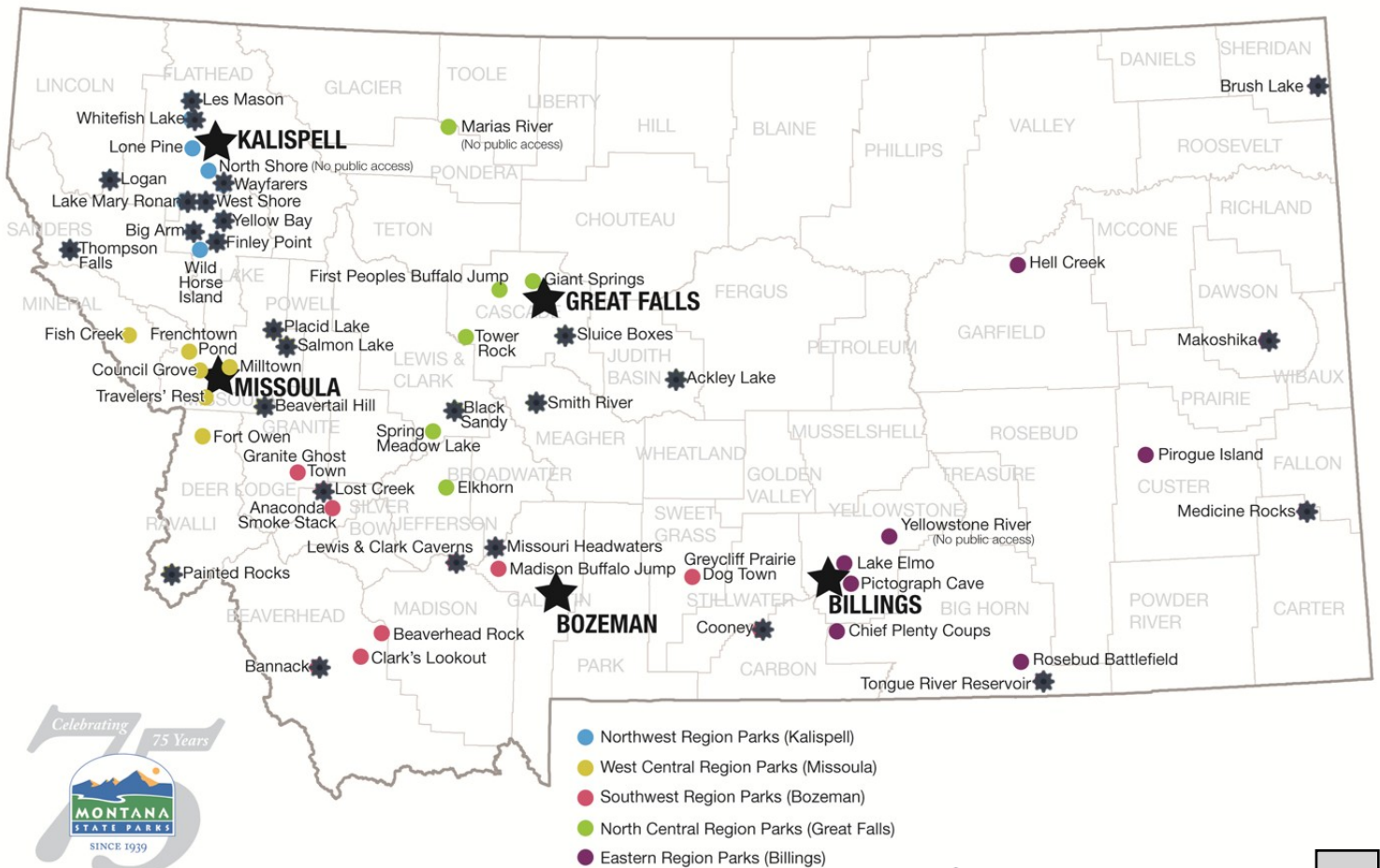


# Volunteer Responsibilities

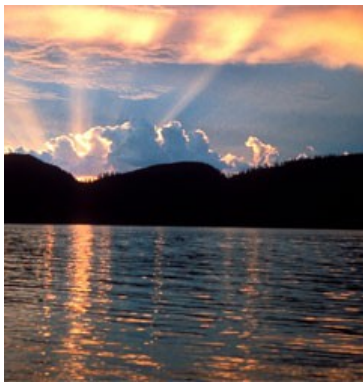
## Volunteers with Montana State Parks have Responsibility to:

1. Carry duties out promptly and reliably.
2. Participate in orientation and training programs.
3. Show up at your scheduled time on the days that you have agreed to be there and to stay as long as you have committed to stay. Notify your supervisor early enough that a substitute can be located.
4. Come to an agreement with park/program staff on job duties and put it in writing on a Campground Host Service Agreement
5. Carry out your job as described, to ask for help if you need it, to ask for information if you need to know something.
6. Track volunteer time contributed.
7. Make your supervisor aware of problems or any suggestions.
8. Follow all Park procedures, laws and regulations.
9. Comply with the expectations set forth by your supervisor including dress code, decorum, customer service standards, etc.
10. Select an assignment that you are physically capable of performing and to let your supervisor know if you feel uncomfortable with any job that you are asked to do.
11. Learn about and uphold the agency's policies, programs and people. Use reasonable judgment in making decisions when there appears to be no policy and, as soon as possible, to consult with your supervisor.

## Montana State Parks







Whitefish Lake State Park

*Bring the family to camp and play on the beach. Boating, swimming, water-skiing and fishing are popular activities on this lake with beautiful mountain views.*



Yellow Bay State Park

Come to the heart of the famous Montana sweet cherry orchards, where blossoms color the hillsides during the spring.

# Northwest Region - Kalispell

<b>Campground Name</b>
Big Arm
Finley Point
Lake Mary Ronan
Les Mason
Logan
Thompson Falls
Wayfarers
West Shore
Whitefish Lake
Yellow Bay

# West Central Region - Missoula



Salmon Lake State Park

*Enjoy one of the most beautiful lakes in the Clearwater River chain. Bring your family and friends to camp, fish, picnic, and enjoy water sports and the scenery.*

Campground Name	Campground	Maintenance	Administrative	Special Events	User Fees
Beavertail Hill	*	*	*	*	*
Painted Rock	*	*	*	*	*
Placid Lake	*	*	*	*	*
Salmon Lake	*	*	*	*	*

Spend the night under the stars in a tent or a tipi and by day enjoy the beautiful nature trail.



Beavertail Hill State Park



Painted Rocks State Park

Enjoy the remote pine-forest setting, a great get-away for a weekend of camping, fishing and relaxation.



Cooney State Park

*Visit the most popular recreation area serving south central Montana featuring excellent walleye and rainbow trout fishing, boating, water-skiing and scenic mountain views.*

## Southwest Region—Bozeman

Campgrounds Name
Bannack
Cooney
Lewis & Clark Caverns
Missouri Headwaters

Camp, hike and experience amazing geologic wonders at Montana's first and best-known state park showcase of one of the most highly decorated limestone caverns in the Northwest.



Lewis & Clark Caverns State Park



Missouri Headwaters State Park

Camp where Lewis and Clark stayed in 1805. This park encompasses the confluence of the Jefferson, Madison and Gallatin Rivers.

# North Central Region-Great Falls



Ackley Lake State Park

*See the beautiful mountain views and rich agricultural land that inspired legendary Western artist, Charlie Russell, a hundred years ago.*

Campground Name	Campground	Maintenance	Administrative	Special Events	User Fees
Ackley Lake	*	*	*	*	*
Black Sandy	*	*	*	*	*
Sluice Boxes	*	*	*	*	*
Smith River	*	*	*	*	*

Experience a multi-day float trip on the Smith River if you are lucky enough to draw a permit in the annual lottery. Noted for its spectacular scenery and renowned trout fishing, the Smith River is unique with only one public put-in and take-out site for the entire 59 miles..



Smith River State Park



Sluice Boxes State Park

Bring your camera to this rugged area of pristine beauty and see the remains of mines, a railroad, and historic cabins lining Belt Creek as it winds through a beautiful canyon carved in limestone.

# Eastern Region-Billings



Makoshika State Park

*Walk a real dinosaur trail. Montana's largest state park features badland formations and the fossil remains of Tyrannosaurus Rex, Triceratops and more. You'll find a visitor center at the park entrance with interpretive exhibits great for kids.*

## Campgrounds

Brush Lake

Makoshika

Medicine Rocks

Tongue River



Brush Lake State Park

Visit this deep, clear lake with white, sandy beaches surrounded by grass fields, ideal for swimming and wildlife viewing, boating and waterskiing.



Medicine Rocks State Park

Enjoy photography, hiking and wildlife viewing at Medicine Rocks. As the name implies it was a place of "big medicine" where Indian hunting parties gathered.

## SECTION I:

### VOLUNTEER HOST

#### Function, Duties and Responsibilities

#### *The Benefits of Being a Campground Host*

- \* *Renewable volunteer agreements*
- \* *Campsite and utility fee waived*
- \* *Uniform*
- \* *Admission into all Montana parks after 50 service hours*
- \* *Discount on merchandise in park stores*
- \* *An opportunity to be a part of your community in a special way*
- \* *Recognition for a job well done*
- \* *Opportunities for personal and professional growth*
- \* *Opportunities to gain work experience*
- \* *An opportunity to meet people*

The Parks Division encourages the use of volunteers as Campground Hosts at all parks with campgrounds. Campground Hosts must comply with all State Laws, Administrative Rules, and Parks Division Policies & Procedures.

Hospitality is the most important function of Campground Hosts. Campground Hosts contribute their services with the goal of assuring visitors a comfortable enjoyable stay and enhance the quality of their outdoor recreation experience

#### **DESCRIPTION**

- A. A Campground Host is a volunteer who provides basic operational services and information to the visiting public. Campground Hosts reside temporarily in a recreational vehicle or trailer in a park campground (Camp Host), day-use area (Volunteer Host) or other designated location.
- B. Campground Host duties vary by park location. All Campground Hosts duties are defined within the Campground Host Volunteer Service Agreement.
- C. The Number of Campground Hosts operating in a park is a decision made by the park with consideration given to practical needs for service within the park and availability of possible Campground Host sites.
- D. The scheduled season for use of Campground Hosts is deter-

mined by the Park Manager.

- E. All Campground Hosts, regardless of assignment, are representatives of Montana State Parks, and as such their behavior both on and off duty is subject to the highest standards.
- F. All Campground Hosts are to be courteous and helpful in all interactions with visitors, staff and volunteers.

#### **REQUIREMENTS**

- A. Campground Hosts must be a minimum of 18 years of age and provide their own RV, motor home or approved camping equipment.
- B. Campground Hosts must be eligible to work in the United States.
- C. Campground Hosts must complete all requirements to be a Montana State Parks Volunteer, including completion of a Volunteer Application, successful completion of criminal background screening and selection process.
- D. Must provide proof of valid insurance for the RV or motor home.

#### **SERVICE TERMS**

- A. Service terms for the season are determined by the park manager. Typically a service term will include the period between May and September each year.
- B. Campground Hosts serve under the provision detailing the requirements and expectations of the assignment in a Campground Host Agreement.

## SECTION I:

### VOLUNTEER HOST

#### Function, Duties and Responsibilities

- C. Campground Host assignments are temporary and are scheduled to help meet the needs of the park and visitors.
- D. Campground Host Agreements for subsequent seasons may be renewed at the park managers discretion.
- E. Exceptions to the minimum or maximum time periods must be approved by the Regional and Park Managers.

#### **SCHEDULING**

- A. Campground Hosts provide service based on a mutually agreed upon schedule. Campground Hosts services are based on their parks' needs, including weekends and holidays.
- B. A minimum of 24 hours per person for couples or 32 hours per week for individuals is to be contributed by the Campground Host. Exceptions to Minimum hours must be approved by the Park Manager.
- C. The weekly schedule for Campground Host on-duty and off-duty hours will be developed by the park manager or designee and made available for relevant staff members to reference.
- D. Outside jobs cannot interfere with the Campground Hosts scheduled service.
- E. Campground Hosts notify and coordinate time away from the Campground Host site during the hosting commitment with park staff.
- F. Campground Hosts are responsible for recording and reporting their weekly hours.

#### **EXPECTATIONS: regardless of position all Campground Hosts are expected to:**

- A. Demonstrate mutual respect toward others;
- B. Observe applicable rules, regulations, instructions, procedures, and directives of the organization as detailed in the Campground Host Service Agreement. Comply with all park regulations and state, county, and city laws while residing in the park.
- C. Be courteous and helpful in all interactions with visitors, staff and fellow volunteers, regardless of assignment;

- D. Maintain a neat and orderly campsite at all times;
- E. Wear the approved Campground Host uniform and maintain a neat appearance;
- F. Complete regular duties as assigned and trained for and follow any reasonable instructions that may be given;
- G. Refrain from any conduct that would adversely reflect on the park and not engage in any activity which is incompatible with the aims and objectives of the Program;
- H. Recognize that needs in the parks may change and be flexible towards adjusting schedules and additional duties as mutually agreed upon;
- I. Be observant at all times, reporting on infractions and providing informational, non-law enforcement advice to campers;
- J. Not to perform law enforcement duties. Any violations or emergencies observed by Campground Hosts or park visitors should be reported using appropriate methods of communication (contacting park staff, rangers, calling 911, etc.);
- K. Refuse personal gifts and gratuities;
- L. Advise park staff and decline to participate in any undertaking for which you are not confident or qualified to perform;
- M. Provide immediate notice in case of illness or other circumstances that might prevent you from completing the Campground Host commitment;
- N. Complete the evaluation questionnaire at the end of my assignment;

## SECTION 2:

# Volunteer Host Agreement

### ORIENTATION, TRAINING and MEETINGS

#### A. Orientation

The Park Manager (PM) will ensure the Campground Host receives orientation to the site, including:

- Park and local area orientation
  - Park rules and regulations, local laws, park policies
  - Visitor accessibility, and accessible features and facilities of the park
- Campground Hosts are required to attend Park Orientation.

#### B. Training

Park staff in the direct service area for the Campground Host will provide position specific training including:

- Park operations,
- Specific Campground Host Position duties,
- Safety training and risk management,
- How to deal with emergencies,
- How to deal with difficult people,
- Use of state vehicles and property,
- Use of communication equipment.

Campground Hosts may also receive specific trainings and Customer Service Training.

Campground Hosts are encouraged to attend First Aid and CPR Training offered by the Division.

### UNIFORMS and APPEARANCE

#### A. Campground Hosts are responsible for presenting a favorable image to visitors.

Campground Hosts will be issued Division approved uniforms.

Campground Hosts uniforms should be clean, unaltered and in good repair.

Name tags, and at least one other uniform part, must be worn at all times while on duty.

Uniforms should not be worn outside of the

assigned park unless on official business which has been approved by the Park Manager.

Personal hygiene should be appropriate and demonstrate a wholesome appearance. Similarly, uncommon or extreme jewelry, makeup, hairstyles, and strong perfume or cologne may be subject to approval by your supervisor.

Campground Hosts may not wear the standard Division employee or seasonal uniform.

#### A. Behaviors as extension of Uniform

- B. Campground Hosts will be looked to as an example of appropriate behavior, therefore everything Campground Hosts do will reflect upon you and your fellow employees as well as the Park and ultimately, Montana State Parks.
- C. Campground Hosts attitude, maturity, and demeanor were important factors in your selection to be a Campground Host.
- D. Violation of any laws, sexual harassment, drug or alcohol abuse, dishonesty, fighting, poor public relations, and using obscene language are absolutely forbidden.

### CAMPSITE CARE AND APPEARANCE

- A. Campground Hosts provide their own camping equipment, and personal items.
- B. It is the responsibility of the Park Manager to select the site and facilities to be used by the Campground Host.
- C. Campground Hosts receive their campsite at no charge. The sites will include electric, water and sewage hookup, as available at the campground.
- D. Campground Hosts shall maintain and



## SECTION 2:

### Volunteer Host Agreement

- keep the premises clean and sanitary and in good repair.
- E. Upon vacating the Campground Host site, the Campground Host shall return the premises to a condition similar to that which existed at the start of occupancy, except for ordinary wear and tear.
  - F. The Campground Host will immediately notify Park staff of any defects or dangerous conditions in and about the premises once the Campground Host becomes aware of them.
  - G. The front door of Campground Host's residential vehicle must be accessible to the public and free of obstructions and potential tripping hazards.
  - H. The Campground Host must remove all personal property when vacating the site. Any items left behind after leaving will be removed immediately by Park staff.
  - E. The Division also prohibits the following amenities:
    - F. Permanent structures
    - G. Clotheslines or ropes tied or nailed to trees
    - H. Bird feeders
    - I. Yard art, lawn ornaments, and wind chimes
    - J. Excessive outdoor lighting
    - K. Other items that distract from the park image
    - L. Damage to the Site—The Campground Host shall reimburse the Division for the cost of any repairs to the premises damaged by Campground Host household members, guests, or invitees through misuse or neglect.
    - M. Visitors to Campground Host's Campsite
    - N. Guest visits and length of stay must not interfere with the Campground Host's duties.
    - O. The only people who may reside on the Campground Host campsite overnight include immediate family.
    - P. No visitor should stay at the campsite for more than 7 days who is not listed on the Campground Host's application.

#### Repairs or Alterations

- A. The Campground Host shall not make any repairs or alternations to the site except as authorized by the Park Manager, including use of satellite dishes or antennas.
  - B. Campground Hosts shall maintain their belongings and grounds surrounding their site in a condition that is attractive and safe.
  - C. Personal property will be stored out of sight of the public or other residents, except as determined to be appropriate by the Park Manager.
  - D. Awnings, synthetic turf, and small amounts of outdoor furniture may be permitted outside of the Campground Host's RV or trailer. Campground Hosts shall not conduct private residential activities, including gardening and personal property storage, on or near the site, excepting potted plants.
- #### EQUIPMENT USE
- A. Campground Hosts will have access to appropriate park tools and equipment to do their work.
  - B. Each Park will determine the manner in which tools and equipment are assigned and returned for the Campground Host use.
  - C. Use of Park Golf carts/Utility vehicles is governed by the Campground Host Golf Cart/Utility Vehicle policy and is limited to:
  - D. Assigned Campground Host positions based on position work requirements
  - E. May only be used for official Park business and only operated by Division approved Authorized Volunteer Drivers or employees.
  - F. Golf Cart/Utility Vehicles may not be used for personal business such as transport of park visitors, Campground Host personal business, including laundry, or unauthorized campsite to worksite travel, which will be considered vehi-

## SECTION 2:

# Volunteer Host Agreement

cle misuse.

### DRIVING STATE VEHICLES

- A. No vehicle—golf cart, gator, truck, mower or tractor—may be operated by any person who has not completed the Vehicle Use Agreement . Vehicles may only be operated after receiving authorization by the park manager.
- B. Use of park Golf carts/Utility vehicles is limited to:
  - C. Assigned Campground Host positions based on position work requirements
  - D. May only be used for official Park business and only operated by Division approved Authorized Volunteer Drivers or employees.
  - E. No State owned vehicle may be used for transport of campground host friends relatives or acquaintances, personal business, including laundry, or unauthorized campsite to worksite travel, which will be considered vehicle misuse.
  - F. State owned vehicles may not be used to transport park visitors in non– emergencies.

### PERSONAL PROPERTY

1. Campground Hosts are discouraged from using personal property or equipment while conducting state business. Should any personal property such as a vehicle, computers, binoculars, cameras, flashlights, and bicycles be lost, damaged or stolen while being used on state business, the state cannot be held liable.
2. Campground Hosts shall not borrow state equipment for personal use. Such unauthorized use of state owned equipment may result in the Campground Host's termination.
3. Campground Hosts are discouraged from using personal funds for conducting state business, and are responsible for any personal costs incurred while serving as a Campground Host.

### PROPERTY DAMAGE

1. If a Campground Host damages state property, equipment or tools in the course of their assigned duties, the responsibility for damages, replacement, and repairs are the same as for state employees.
2. If a Campground Host damages their own personal property, equipment, or tools, even if they are using them in the course of their assigned duties, the responsibility for damages, replacement, and repairs is the Campground Host's responsibility.
3. Campground Hosts should use agency owned equipment and property in their work, rather than using their own personal property.
4. Campground Hosts personal belongings are not covered. It is necessary for volunteers to carry their own insurance to cover damage to personal belongings (RV's, tents, golf carts, automobiles) from natural disasters, such as storms, ice, fire, flooding, high winds, etc.

### REPORTING

1. Campground Hosts are required to record and report weekly service hours.
2. Depending on Campground Host Position, additional service related activity reports may be required as determined by the Campground Host Park Manager and as specified during the position training.

### INJURIES/ACCIDENT REPORTING

1. At the time of an injury/accident, volunteers must notify their Park Manager.
2. The Park Managers or designee will complete and file an accident report.

### COMMERCIAL ACTIVITY/HOME BASED BUSINESS

1. Home based occupations and/or commercial activities by a Campground Host or other occupant of a Campground Host site must be approved by the Park Manager prior to the start of activities.

## SECTION 2:

# Volunteer Host Agreement

2. Such activities shall comply with Federal and state laws, including the Montana Code.
3. Home based occupations may be prohibited when the activity adversely:
  4. Compromises the integrity of a cultural resource area;
  5. Affects a sensitive resource management area; or
  6. Disturbs, endangers or interferes with park operations, park visitors, volunteers or neighbors.
  7. Any home based occupations or commercial venture conducted at the Campground Host residence shall conform to the following:
    8. The business shall be carried on wholly indoors within the Campground Host's residence,
    9. The business activities may include retail trade to park campers or visitors,
    10. The business must be operated by a member of the household authorized to occupy the site,
    11. There shall be no use of window displays or other advertising visible outside the premises to attract customers or clients. Business signs shall not be displayed on state park property or facilities,
    12. Hosts shall not use the park mailing address or post office box for business purposes,
    13. There shall not be the creation of noise, odors, smoke or other nuisances to a greater degree than normal for the campground in which the site is located,
    14. The business shall not generate pedestrian or vehicular traffic, including deliveries,
    15. There shall be no exterior storage of materials, supplies, products, tools or equipment.
- B. End of Service Term:
  1. Campground Hosts staying beyond the 3 month agreement term will receive an evaluation at 2 months and a decision to extend their term at that time.
  2. Notification of this decision will be provided to the Campground Hosts.
  3. Campground Hosts extending their term will review the Agreement with the PM and have a new end date implemented.
  4. Campground Hosts not extended, will have their departure date confirmed.

### C. Dismissal

1. Montana State Parks reserves the right, in its sole discretion, to terminate a volunteer without cause or for the park's convenience at any time. This being said, we will always endeavor in good faith to consider the circumstances leading to the termination.
2. The park staff also has the right to ask a volunteer to leave the park immediately and follow up with written notification of the termination at a later date.
3. Terminated Campground Hosts are no longer considered enrolled in the program, and are no longer considered Campground Hosts. As such, they cease to have access to benefits provided by the Campground Host programming, including their current campsite.
4. Hosts terminated from the program will have a maximum of 24 hours to vacate the park.
5. Grounds for dismissal include, but are not limited to:
  - A. Failure to comply with Division policies or items contained within this Campground Host agreement or the Campground Host Manual;
  - B. Failure to fulfill service commitments;
  - C. Inefficiency, incompetence, or negligence in the performance of duties;
  - D. Physical or mental incapacity for performing assigned duties, if NO reasonable ac-

### DEPARTURE

- A. Completion of Term:
  1. Evaluations may be completed by the Campground Host and the PM as frequently as desired but must be done at the completion of the agreed upon assignment.
  2. The PM will conduct an Exit Interview with the Campground Host.
  3. The PM will discuss return placement with the departing Campground Host.

## SECTION 2:

### Volunteer Host Agreement

commodation can be made for the disabling condition;

- E. Refusal to accept a reasonable and proper assignment from an authorized supervisor;
- F. Careless, negligent, or improper use of unlawful conversion or use of state property, equipment, or funds, including internet and email;
- G. Possessing or using any illegal drugs or alcohol during the term of service;
- H. Criminal arrest or conviction that occurs during the term of service;
- I. Insubordination or conduct unbecoming a Montana State Parks volunteer or conduct detrimental to good order and discipline in the Division;
- J. Reporting for a volunteer assignment under the influence of alcohol or drugs;
- K. Illegal, violent, unsafe, or disruptive behavior;
- L. Abuse or mistreatment of the public, staff, or other volunteers;
- M. Releasing confidential information;
- N. Unwillingness to support and further the mission of the park;
- O. Discontinuation of project/program or reduced need for volunteer work.

#### Taxation

- A. All of Montana State Park Campground Host positions are volunteer positions. There is no exchange of money or program reimbursements for Campground Hosts serving in our parks. Campground Hosts are volunteers and are subject to all Division volunteer policies and procedures, and those detailed in this manual.
- B. Montana State Parks considers it a requirement and a benefit of volunteering for Campground Hosts to receive a campsite and utilities during their stay. As such, the value of the site is not considered a wage or form of income and no subsequent filing for tax purposes will be provided to Campground Hosts.

#### TORT LIABILITY

- A. The Division will not represent volunteers in legal suits.
- B. Montana Code, \_\_\_\_\_
- C. Protects volunteers and limits their liability in the following way:
- D. No volunteer of an organization shall be subject to suit directly, derivatively or by way of contribution for any civil damages under the laws of Montana resulting from any negligent act or omission performed during or in connection with an activity of such organization.
- E. This section goes on to make the following exceptions:
  - F. If injury is caused by the volunteer as a result of driving a vehicle, than the damages recovered “shall not exceed the limits of applicable insurance coverage maintained”.
  - G. It also allows that the immunity granted in subsection (B) shall not extend to any act or omission constituting willful and wanton or grossly negligent conduct.
- H. It is also supported by the Volunteer Protection Act of 1997 which prohibits punitive damages against a volunteer.

#### VOLUNTEER WORKPLACE POLICIES

While VOLUNTEERS ARE NOT CONSIDERED EMPLOYEES, it is the Volunteer Policy of Montana State Parks that provisions in Division Policy established for employees are extended and applicable to volunteers as well. Behavior by volunteers and towards volunteers must adhere to that contained in this policy.

Complete listings of these policies are available from the Park Manager.

#### POLICY: STANDARDS OF VOLUNTEER CONDUCT

## SECTION 2:

# Volunteer Host Agreement

Courtesy, friendliness, and a spirit of helpfulness are important and guide the Department's dealings with staff members—paid and unpaid, and with our visitors. The Montana State Parks Volunteer Policy on conduct is based on the Department's policy. It adheres to the same principles of conduct required for employees.

### **POLICY**

It is expected that all Montana State Parks staff members—paid and unpaid—practice courtesy, respect, tact and consideration in their conduct and communication with fellow workers and the public. It is mandatory that all staff members show maximum respect to every other person in a business context so that all enjoy a positive, respectful and productive work environment, free from disparaging remarks about religion, ethnicity, sexual preferences, appearance and other non-work related matters and free from behavior, actions, or language constituting workplace harassment or intimidation.

REFERENCE: Montana State Parks Administrative Policies and Procedures

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### **POLICY: DRUG/ALCOHOL USE**

It is the policy of Montana State Parks to maintain a drug-free workplace. Alcohol/drug abuse in the workplace has many detrimental effects on any organization, its employees, and its volunteers. Alcohol/drug abuse impacts morale, lowers productivity, causes safety violations, and increases health care costs. The Division is committed to maintaining a work environment free from illegal drugs and alcohol and other drugs.

REFERENCE: Montana State Parks Administrative Policies and Procedures

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### **SMOKING**

It is the policy of Montana State Parks to provide a healthful, comfortable, and productive work environment. In accordance with Executive Order No. \_\_\_\_\_, the Department imple-

mented a policy to conform with this order. Montana State Parks Volunteer Program adheres to this policy:

### ***NO SMOKING***

Tobacco use shall be prohibited in the following areas:

- A. Within any building or facility owned or managed by the Division.
- B. Within any building space rented by the Division.
- C. In state-owned passenger and work vehicles except specific vehicles as designated by the Administrator. No vehicles used to transport the general public on a regular basis shall be designated as a smoking vehicle. All designated smoking vehicles shall be clearly marked as such, and "No Smoking" signs shall be placed in non-smoking vehicles. In the absence of marking or posting, all vehicles are assumed to be restricted.

### ***SMOKING***

Smoking outside of Department buildings should occur only:

- A. Where no flammable or combustible materials are present;
- B. Where it will not interfere with the public's use of the building; and
- C. At locations other than the main entrance to the building unless using alternative locations would cause substantial inconvenience.

### **POLICY: SEXUAL HARASSMENT**

Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship. Each employee of Montana State Parks, regardless of sex, is entitled to a working environment which is free from intimidation and sexual harassment. The Department shall not tolerate any form of sexual harassment by any employee of either sex.

# VOLUNTEER HOST SERVICE AGREEMENT

**Agreement:** From: \_\_\_\_\_ to: \_\_\_\_\_

**We have reviewed:**

- “ Agreement
- “ Position Description (s)
- “ Manual

\_\_\_\_\_  
Campground Host                      Date

\_\_\_\_\_  
Staff Representative                      Date

**Renewal Agreement:** From: \_\_\_\_\_ to: \_\_\_\_\_

**We have reviewed:**

- “ Agreement
- “ Position Description (s)
- “ Manual

\_\_\_\_\_  
Campground Host                      Date

\_\_\_\_\_  
Staff Representative                      Date

**Renewal Agreement:** From: \_\_\_\_\_ to: \_\_\_\_\_

**We have reviewed:**

- “ Agreement
- “ Position Description (s)
- “ Manual

\_\_\_\_\_  
Campground Host                      Date

\_\_\_\_\_  
Staff Representative                      Date

**MONTANA FISH, WILDLIFE & PARKS**  
**AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES**

\*NAME (Please Print): \_\_\_\_\_

\*ADDRESS: \_\_\_\_\_

\*CITY, STATE, ZIP: \_\_\_\_\_

\*CELL PHONE \_\_\_\_\_

\*EMAIL \_\_\_\_\_

\*HAVE YOU VOLUNTEERED FOR FWP IN PRIOR YEARS?  
Yes    No    If yes, approximately what year? \_\_\_\_\_

\*HAVE YOU COMPLETED A BACKGROUND CHECK AND FINGERPRINTS FOR FWP IN PRIOR YEARS?  
Yes    No    If yes, approximately what year? \_\_\_\_\_

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\*DIVISION \_\_\_\_\_ \*REGION \_\_\_\_\_ \*PROJECT # \_\_\_\_\_ (for background check)

\*LIAISON: \_\_\_\_\_

\*WILL THIS VOLUNTEER ALWAYS BE UNDER SUPERVISION OF FWP STAFF    Yes    No

\*START DATE: \_\_\_\_\_

**\*Specific Duties Performed by Volunteer:**

Working with Vulnerable Populations                       Access to FWP Computer/Technology  
 Handling Money/Inventory                                       Driving State or Personal Vehicle for FWP Business

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Is the volunteer an employee (full-time or part-time) of the State of Montana?    YES    NO  
If YES: Are any of these duties the same or similar to duties performed in your current paid work?    YES    NO  
If YES, describe similarities: \_\_\_\_\_

\_\_\_\_\_  
If YES, except as otherwise provided, I understand this service will not apply to my hours of service as a state employee. \_\_\_\_\_ (Volunteer Initials Here)

- 
1. The above-described work will not be compensated monetarily. Signature of this document indicates the volunteer does not expect payment and is volunteering for civic, charitable, or humanitarian reasons.
  2. Duties performed as a volunteer will be limited to those described above.
  3. Fish, Wildlife & Parks or the volunteer may cancel this agreement anytime by notifying the other party.
  4. Volunteer agrees to make all official contacts with Fish, Wildlife & Parks through the liaison person designated below.
  5. A volunteer does not replace any regular department employee.  
**THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OF EMPLOYMENT NOR DOES THIS AGREEMENT ESTABLISH AN EMPLOYEE/EMPLOYER RELATIONSHIP FOR ANY PURPOSE.**
  6. The volunteer agrees to return all Department supplies and equipment to the Department upon completion of or termination of volunteer service as defined by this agreement or as requested by the Department staff volunteer liaison.

- Internet setup and monthly internet access charges. FWP cannot guarantee internet access at all locations. If internet is desired, the installation and monthly charge for this service must be obtained and in the name of the volunteer. The internet service needs to be configured for the host trailer and will not be connected to any internet service that FWP is supplying at the location. See Section 3 below, "Stipend"

**MONTANA FISH, WILDLIFE & PARKS AGREES WHILE THIS AGREEMENT IS IN EFFECT TO:**

- Provide the majority of supplies necessary for work performed. Many purchases require the use of state contracts, so FWP employees will be responsible for purchasing supplies and/or services.
- Reimburse expenses relative to travel, meal per diem, and lodging pursuant to Title 2, Chapter 18, Part 5, MCA. If expenses are incurred an itemized receipt from the vendor is required before reimbursement will be made. Meals are only paid at per diem rates authorized, not actual expenses.

**If reimbursement is provided, a W9 must be completed by the volunteer prior to the submittal of expenses. Payments will occur monthly upon the submission of a completed and approved State of Montana Travel Expense voucher.**

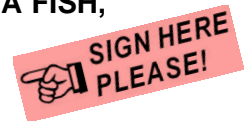
- Provide a stipend to defray necessary incidental expenses up to a sum of not more than \$ per month OR \$ per week to the extent funds are available. Stipends cannot be allowed in all situations and/or locations. Please check with your Liaison for details.

**If stipends are provided, a W9 must be completed by the volunteer prior to the submittal of expenses. Payments will occur monthly upon the submission of a completed and approved State of Montana Travel Expense voucher.**

- Pay premiums to the Workers' Compensation Division to ensure that volunteer is covered under Workers' Compensation for any work injuries.
- Provide volunteer coverage under the Montana State Tort Claims Act (Mont. Code Ann. § 2-9-101 et seq.) during all time volunteer is performing work authorized by the Department.
- Authorize properly licensed volunteer to operate Department motor vehicles when necessary for the performance of the work described in this agreement.

Volunteer understands and agrees they are volunteering to perform duties to further FWP's mission and is only authorized to ride in FWP vehicles, use FWP equipment, or act as an FWP representative directly in line with FWP's mission and work functions.

**I HEREBY VOLUNTEER MY SERVICES AS DESCRIBED ABOVE TO ASSIST MONTANA FISH, WILDLIFE & PARKS IN ITS AUTHORIZED WORK.**



VOLUNTEER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT OR GUARDIAN (If under 18): \_\_\_\_\_

**ACCEPTANCE FOR MONTANA FISH, WILDLIFE & PARKS**

LIAISON NAME (printed clearly) \_\_\_\_\_

LIAISON SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**RETURN SIGNATURE PAGES TO HUMAN RESOURCES- VOLUNTEER KEEPS POLICY PAGES  
DISCARD ANY ATTACHMENTS THAT ARE NOT RELEVANT**



# EEO, Nondiscrimination, & Harassment Prevention Policy

Resource: Administrative Rules of the State of Montana (ARM)

*This policy is in ARM. This is a reproduction created for your convenience, but it is not the official version. You may find the official ARM website at <http://www.mtrules.org>. Resources related to this policy are available on the [State HR website](#).*

The executive branch of the State of Montana is committed to equal opportunity, nondiscrimination, and harassment prevention in all aspects of employment and in programs, services, and activities offered to the public.

Agency managers/liaisons will not tolerate discrimination or harassment based on an individual's race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, sexual orientation, gender identity or expression, political beliefs, genetic information, military service or veteran's status, culture, social origin or condition, or ancestry. Likewise, agency management will not tolerate discrimination or harassment because of a person's marriage to or association with individuals in one of the previously mentioned protected classes.

To promote a work and customer service environment free from discrimination, agency managers/liaisons shall: base hiring decisions on individual competencies and qualifications; promote an inclusive environment where individuals are afforded every opportunity to reach their fullest potential; recognize individual differences as a key element of organizational and team success; treat individuals with dignity and respect; and value the rights of all Montanans to benefit from equal access to employment and programs, services, and activities offered to the public.

Agency managers/liaisons who observe behaviors that may be viewed as discriminatory shall stop the behavior and notify their agency's EEO officer, Americans with Disabilities Act (ADA) coordinator, or human resources representative.

## **RESPONSIBILITIES**

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## **HARASSMENT**

Harassment, including sexual harassment, consists of, but is not limited to, oral, written, or electronic communications (for example, voicemails, e-mails, text messages, or other social networking tools) in the form of repeated and unwelcomed jokes, slurs, comments, visual images, or innuendos based on a protected class. Even mutually agreeable behavior, or behavior accepted between two or more people, can be offensive to others; for this reason, it is prohibited in the workplace.

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**ACKNOWLEDGEMENT OF  
RECEIPT OF  
EEO, Nondiscrimination, & Harassment Prevention Policy**

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have been provided with a copy of the EEO, Nondiscrimination, & Harassment Prevention  
Policy and acknowledge I am responsible for knowing and abiding by its contents.

The provisions of this policy may be modified or eliminated at any time, and changes will be  
provided when made.

***It is my responsibility to know the policy and will discuss with my Liaison any questions  
regarding it.***

Signature of Volunteer: \_\_\_\_\_



Date Received: \_\_\_\_\_

**MONTANA FISH, WILDLIFE & PARKS**  
**VOLUNTEER LIAISON RECORD**

**LIAISON NAME (Please Print)** \_\_\_\_\_

**PHONE** (\_\_\_\_)\_\_\_\_-\_\_\_\_

**EMAIL:** \_\_\_\_\_

**DIVISION** \_\_\_\_\_      **REGION** \_\_\_\_\_

**PROJECT # TO CHARGE VOLUNTEER WORK COMP** \_\_\_\_\_

**REGIONAL SUPERVISOR/ PARK MANAGER:** \_\_\_\_\_

Your responsibilities as a Volunteer Liaison include the following:

- Ensure that each of your volunteers fills out (completely) an Agreement for Individual Voluntary Services and return a copy to Human Resources promptly.
- Log the number of volunteer hours worked in each quarter
- Report volunteer hours worked for your project to Human Resources on or before the 10<sup>th</sup> day of the following quarter.
  - Reported hours should be submitted with the following information:
    - Total number of volunteer hours worked for the project, each quarter
    - Project number
    - Workers' Compensation Code
- Communicate to Volunteer(s) FWP expectations and that they are volunteering to perform duties to further FWP's mission, and are only authorized to ride in FWP vehicles, use FWP equipment, or act as an FWP representative directly in line with FWP's mission and work functions.
- Report to Human Resources when a volunteer will no longer be working with FWP

Your signature below indicates that you understand and agree to the responsibilities listed above.

LIAISON SIGNATURE: \_\_\_\_\_

REGIONAL SUPERVISOR/ PARK MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

**Original: Human Resources**

**Copy: Division**

**Copy: Region**

# EEO, Nondiscrimination, & Harassment Prevention Policy

Resource: Administrative Rules of the State of Montana (ARM)

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To promote a work and customer service environment free from discrimination, agency managers/liaisons shall: base hiring decisions on individual competencies and qualifications; promote an inclusive environment where individuals are afforded every opportunity to reach their fullest potential; recognize individual differences as a key element of organizational and team success; treat individuals with dignity and respect; and value the rights of all Montanans to benefit from equal access to employment and programs, services, and activities offered to the public.

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***It is my responsibility to know the policy and will discuss with my Supervisor any questions regarding it.***

 **SIGN HERE PLEASE!**

Signature of Liaison: \_\_\_\_\_

Date Received: \_\_\_\_\_

## Workers' Compensation Codes for Volunteer Services

<b>Arranged By Description</b>	<b>Code</b>	<b>Arranged By Code</b>	<b>Description</b>
Accounting Assistant	8811	7424	Aircraft Pilot
Administrative Assistant	8811	8744	Civil Engineering Assistant
Aircraft Pilot	7424	8744	Compliance Assistant
BOW Staff	9412	8744	Education Program Administrator
Biological Lab Assistant	9412	8744	Financial Examiner Assistant
Biology Research Specialist	9412	8744	Grants Contracts Coordinator (volunteer groups)
Block Management Assistant	9412	8744	Instructional Coordinator
Camp Host	9412	8744	Land Agent Assistant
Civil Engineering Assistant	8744	8744	Museum Exhibit Specialist
Compliance Assistant	8744	8744	Project Facilitation Specialist
Conservation Aide Assistant	9412	8744	Public Relations Specialist (volunteer groups)
Conservation Specialist Assistant	9412	8811	Accounting Assistant
Conservation Technician Assistant	9412	8811	Administrative Assistant
Cooks	9412	8811	Customer Service Assistant
Customer Service Assistant	8811	8811	Planner
Drivers (shuttle vehicles/ trailers)	9422	8811	Snowmobile members (Meetings & bookkeeping)
Education Program Administrator	8744	9412	BOW Staff
Enforcement Ride Alongs	9412	9412	Biological Lab Assistant
Exhibit Booth Workers	9412	9412	Biology Research Specialist
Financial Examiner Assistant	8744	9412	Block Management Assistant
Fish Culture Specialist Assistant	9412	9412	Camp Host
Fish Wildlife Biologist Assistant	9412	9412	Conservation Aide Assistant
Grants Contracts Coordinator (volunteer groups)	8744	9412	Conservation Specialist Assistant
Groundskeeper Assistant	9412	9412	Conservation Technician Assistant
Herder	9412	9412	Cooks
Historical Specialist Assistant	9412	9412	Enforcement Ride Alongs
Hunters Education Personnel	9412	9412	Exhibit Booth Workers
Instructional Coordinator	8744	9412	Fish Culture Specialist Assistant
Land Agent Assistant	8744	9412	Fish Wildlife Biologist Assistant
Mail Clerk Assistant	9412	9412	Groundskeeper Assistant
Maintenance Worker- Trails/ Site work	9422	9412	Herder
Museum Exhibit Specialist	8744	9412	Historical Specialist Assistant
Parks Management Specialist	9412	9412	Hunters Education Personnel
Planner	8811	9412	Mail Clerk Assistant
Project Facilitation Specialist	8744	9412	Parks Management Specialist
Public Relations Specialist (volunteer groups)	8744	9412	Sample Collecting
Sample Collecting	9412	9412	Survey Interviewer
Snowmobile members (Maintenance & Grooming)	9422	9412	Tour Guide
Snowmobile members (Meetings & bookkeeping)	8811	9412	Veterinarian
Survey Interviewer	9412	9412	Water Conservation Assistant
Tour Guide	9412	9422	Drivers (shuttle vehicles/ trailers)
Veterinarian	9412	9422	Maintenance Worker- Trails/ Site work
Water Conservation Assistant	9412	9422	Snowmobile members (Maintenance & Grooming)



**MONTANA FISH, WILDLIFE & PARKS**  
**AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES**

**\*NAME (Please Print):** \_\_\_\_\_

**\*ADDRESS:** \_\_\_\_\_

**\*CITY, STATE, ZIP:** \_\_\_\_\_

**\*CELL PHONE** \_\_\_\_\_

**\*EMAIL** \_\_\_\_\_

**\*HAVE YOU VOLUNTEERED FOR FWP IN PRIOR YEARS?**  
Yes    No    If yes, approximately what year? \_\_\_\_\_

**\*HAVE YOU COMPLETED A BACKGROUND CHECK AND FINGERPRINTS FOR FWP IN PRIOR YEARS?**  
Yes    No    If yes, approximately what year? \_\_\_\_\_

---

**\*DIVISION** \_\_\_\_\_ **\*REGION** \_\_\_\_\_ **\*PROJECT #** \_\_\_\_\_ (for background check)

**\*LIAISON:** \_\_\_\_\_

**\*WILL THIS VOLUNTEER ALWAYS BE UNDER SUPERVISION OF FWP STAFF**    Yes    No

**\*START DATE:** \_\_\_\_\_

**\*Specific Duties Performed by Volunteer:**

Working with Vulnerable Populations                       Access to FWP Computer/Technology  
 Handling Money/Inventory                                       Driving State or Personal Vehicle for FWP Business

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Is the volunteer an employee (full-time or part-time) of the State of Montana?    YES    NO  
If YES: Are any of these duties the same or similar to duties performed in your current paid work?    YES    NO  
If YES, describe similarities: \_\_\_\_\_

If YES, except as otherwise provided, I understand this service will not apply to my hours of service as a state employee. \_\_\_\_\_ (Volunteer Initials Here)

- 
1. The above-described work will not be compensated monetarily. Signature of this document indicates the volunteer does not expect payment and is volunteering for civic, charitable, or humanitarian reasons.
  2. Duties performed as a volunteer will be limited to those described above.
  3. Fish, Wildlife & Parks or the volunteer may cancel this agreement anytime by notifying the other party.
  4. Volunteer agrees to make all official contacts with Fish, Wildlife & Parks through the liaison person designated below.
  5. A volunteer does not replace any regular department employee.  
**THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OF EMPLOYMENT NOR DOES THIS AGREEMENT ESTABLISH AN EMPLOYEE/EMPLOYER RELATIONSHIP FOR ANY PURPOSE.**
  6. The volunteer agrees to return all Department supplies and equipment to the Department upon completion of or termination of volunteer service as defined by this agreement or as requested by the Department staff volunteer liaison.

7. Internet setup and monthly internet access charges. FWP cannot guarantee internet access at all locations. If internet is desired, the installation and monthly charge for this service must be obtained and in the name of the volunteer. The internet service needs to be configured for the host trailer and will not be connected to any internet service that FWP is supplying at the location. See Section 3 below, "Stipend"

**MONTANA FISH, WILDLIFE & PARKS AGREES WHILE THIS AGREEMENT IS IN EFFECT TO:**

1. Provide the majority of supplies necessary for work performed. Many purchases require the use of state contracts, so FWP employees will be responsible for purchasing supplies and/or services.
2. Reimburse expenses relative to travel, meal per diem, and lodging pursuant to Title 2, Chapter 18, Part 5, MCA. If expenses are incurred an itemized receipt from the vendor is required before reimbursement will be made. Meals are only paid at per diem rates authorized, not actual expenses.

**If reimbursement is provided, a W9 must be completed by the volunteer prior to the submittal of expenses. Payments will occur monthly upon the submission of a completed and approved State of Montana Travel Expense voucher.**

3. Provide a stipend to defray necessary incidental expenses up to a sum of not more than \$ per month OR \$ per week to the extent funds are available. Stipends cannot be allowed in all situations and/or locations. Please check with your Liaison for details.

**If stipends are provided, a W9 must be completed by the volunteer prior to the submittal of expenses. Payments will occur monthly upon the submission of a completed and approved State of Montana Travel Expense voucher.**

4. Pay premiums to the Workers' Compensation Division to ensure that volunteer is covered under Workers' Compensation for any work injuries.
5. Provide volunteer coverage under the Montana State Tort Claims Act (Mont. Code Ann. § 2-9-101 et seq.) during all time volunteer is performing work authorized by the Department.
6. Authorize properly licensed volunteer to operate Department motor vehicles when necessary for the performance of the work described in this agreement.

---

Volunteer understands and agrees they are volunteering to perform duties to further FWP's mission and is only authorized to ride in FWP vehicles, use FWP equipment, or act as an FWP representative directly in line with FWP's mission and work functions.

**I HEREBY VOLUNTEER MY SERVICES AS DESCRIBED ABOVE TO ASSIST MONTANA FISH, WILDLIFE & PARKS IN ITS AUTHORIZED WORK.**



VOLUNTEER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT OR GUARDIAN (If under 18): \_\_\_\_\_

**ACCEPTANCE FOR MONTANA FISH, WILDLIFE & PARKS**

LIAISON NAME (printed clearly) \_\_\_\_\_

LIAISON SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**RETURN SIGNATURE PAGES TO HUMAN RESOURCES- VOLUNTEER KEEPS POLICY PAGES  
DISCARD ANY ATTACHMENTS THAT ARE NOT RELEVANT**

# EEO, Nondiscrimination, & Harassment Prevention Policy

Resource: Administrative Rules of the State of Montana (ARM)

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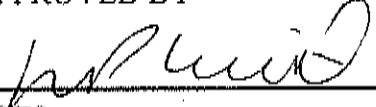
Signature of Volunteer: \_\_\_\_\_



Date Received: \_\_\_\_\_

**ACCEPTABLE USE of IT RESOURCES  
POLICY SUMMARY**

**MONTANA FISH, WILDLIFE & PARKS  
TECHNOLOGY SERVICES DIVISION**

ISSUED 11-16-17	REVISED
RETIRED	
APPROVED BY 	
Name	
CIO	
Title	

**TITLE: ACCEPTABLE USE of IT RESOURCES POLICY SUMMARY**

**PURPOSE:**

To provide an executive summary of State of Montana and FWP information technology (IT) policies pertaining to acceptable behavior that FWP employees and contractors will be held accountable. This summary is not all inclusive. FWP employees and contractors are responsible for reviewing and following all State and agency policies, statutes and guidelines.

This summary supersedes the 2012 FWP Acceptable Use Policy.

**RELATED, STATUTES, POLICIES, AND GUIDELINES:**

- a. Montana Code Annotated - Code of Ethics §2-2-103
- b. Montana Information Security Policy (2015)
- c. Montana Information Security Policy – Appendix A (2015)
- d. Montana Operations Manual – Cellular Devices Policy (2016)
- e. Montana Operations Manual - Electronic Mail Policy (2011)
- f. Montana Operations Manual – Enterprise Mobile Device Management Policy (2016)
- g. Montana Operations Manual - Social Media Policy (2015)
- h. Montana Operations Manual - Social Media Guidelines (2017)
- i. Montana Operations Manual – SummitNet Acceptable Use Policy (2011)
- j. MT-ISAC - Acceptable Use of IT Resources Summary (2017)
- k. SITSD - Identification and Authentication Policy (2015)
- l. FWP Mobile Device and Services Policy (2014)

**FOUNDATION**

FWP IT resources provide the structure and the tools for staff to complete their work, meet the needs of the public, and meet the objectives of the agency. All the agency's IT resources are managed and overseen by the Technology Services Division (TSD).

These resources include IT hardware (laptops and desktop computers, printers, servers, cables, etc.), IT software (MS Office, Adobe, GIS programs, FWP developed applications, etc.), mobile devices (cell

phones, tablets, etc.), IT Services (RFPs, contracts, staff augmentation, etc.), and program specific technology (wildlife tracking collars, electronic fish tags, photographic equipment, etc.).

## **STANDARDS**

The following is an executive summary of FWP's IT policies, applicable IT policies established by the Department of Administration's Statewide Information Technology Services Division (SITSD), and other relevant policies.

FWP staff are required to review the full policy documents so they are knowledgeable of user expectations, penalties for non-compliance, and details related to each policy. All policies referenced in this document are available electronically via the Internet or in paper form from TSD.

### **I. Device Use**

- Access to IT resources in the form of devices and facilities are issued in accordance with performing assigned duties for the benefit of the people of Montana.
- There is no expectation of privacy while using the department's IT resources. All activity can be logged, monitored, and reviewed.
- Work-related files and electronic information shall be stored on TSD approved storage services to ensure the document(s) are backed up.
- Use of unapproved cloud-based services for data storage, transfer, etc. is prohibited.
- Employees must never attempt to gain access to, disclose, or remove any user ID, information, software, or file that is not their own and for which they have not received explicit authorization to access.
- Users shall not interfere with, encroach on or disrupt others' use of the FWP's shared IT resources. For example, by
  - playing computer games, streaming non-work-related video or music, sending excessive messages, attempting to crash or tie up a State computer.
  - damaging or vandalizing State computing facilities, equipment, software, or computer files.
- Users shall not knowingly transfer or allow to be transferred to, from or within the agency, textual or graphical material commonly considered to be child pornography or obscene as defined in §45-8-201(2), MCA.
- Users shall not connect *non-State-owned* storage media (USB storage devices, external or internal hard drives), including *personal* mobile devices (iPads, Kindles, smartphones, etc.) to the workstation or internal network.
- Duplicating, transmitting, or using software not in compliance with software license agreements is considered copyright infringement.
- IT resources must not be used for private, commercial, or political purposes.
- FWP allows incidental, non-excessive personal use of IT resources at an employee's supervisor's discretion.
- All hardware and software, including downloaded software, shall be authorized, purchased, and installed by authorized TSD staff prior to use.
- Remote Access to FWP's internal network must be authorized by a supervisor and utilize the department's approved software.
- Users shall report missing or stolen IT hardware immediately to their supervisor and TSD's ServiceDesk.

- Users shall notify TSD's Service Desk and supervisor in the event of a security incident or if the IT device is acting unusual, e.g. slow performance or response times, unexpected pop-up advertisements, etc.
  - Devices must be locked before leaving them unattended.
2. Passwords
- Passwords should be strong, with a minimum of 8 characters. Users are required to have a combination of upper and lower case with special and numerical characters contained in their passwords.
  - Passwords must never be shared with *ANYONE*.
  - Users must secure their password at all times. Passwords are not to be written down (e.g., taped to monitor or under keyboard).
  - Personal information must never be used in a password (e.g. SSN or date of birth).
3. Internet
- Internet usage is provided for the opportunity it gives state employees and contractors to accomplish their job duties and conducting state business.
  - The State-provided Internet access is not to be used excessively for private, recreational or personal activities.
  - Examples of unacceptable uses are but not limited to:
    - Transmitting, retrieving, viewing, disclosing or storing of any materials defined as obscene by §45-8-201 MCA, advocating violence against others or their property according to 45-5- 221 MCA, regarded as sensitive or proprietary (e.g. personal information, criminal history, social security numbers, etc.), any activities relating to any private or union business, Internet gambling, gaming, and personal shopping (e.g. E-Bay), downloading/accessing steaming music/videos/broadcasts, or unauthorized use of social media websites (e.g. Twitter, Facebook).
4. Electronic Mail
- Shall be used for conducting state business. FWP permits incidental, non-excessive personal use of email.
  - Email is considered public record: Employees should have no expectations of privacy. (See <https://sos.mt.gov/records/defined> for additional info.)
  - State email accounts must not be used to sign up for nonwork related website accounts, mailing lists, etc.
  - Personal email account(s) shall not be used for work-related business.
  - State email accounts should not be used to circulate chainmail, spam, or inappropriate materials (e.g. sexually offensive, harassing, violent, etc.)
  - State email accounts should not send sensitive information to other parties unless authorized by agency and transmitted by secure approved methods (e.g. encryption or File Transfer Service)
5. Social Media
- Supervisor approval is required for use of these websites work-related purposes.
  - Work-related communications should be professional and consistent with the agency's



mission and the position's responsibilities.

6. Mobile Device Management

- Mobile device management is overseen by TSD's Network Service Bureau.
- Supervisor approval is required for the allocation and use of a State-owned mobile device.
- Personal use of state devices shall be limited to essential personal calls and state business.
- Staff are responsible for State-owned device equipment in their possession.
- While in the performance of state business, employees are responsible for operating state or private vehicles or other equipment in a safe and prudent manner while using mobile devices.
- Jailbroken or "rooted" devices will not be allowed to enroll in the enterprise MDM solution.

7. Sensitive Information

- Must not be stored, transferred, or copied to unauthorized locations.
- If there is a business need, sensitive information can be transferred by utilizing the State of Montana File Transfer Service or Enterprise Approved encrypted email.
- Staff are required to ensure any personally identifiable information is saved or stored in a secure location (e.g. electronically encrypted, laptop stored in a locked file cabinet, etc.).
- Report lost, stolen or compromised information to immediate supervisor and agency Information Security Manager.

**Home-based State-owned Office Computers**

Employees that have state-owned computers located in their homes due to assignment of a remote location shall be in accordance with these policies. Downloading unauthorized software from the Internet, a CD or thumb drive (i.e. games, tax software etc.) is prohibited as computer viruses could be transmitted through the FWP's IT network and onto the State's IT network. User of the home-based state-owned computers must adhere to all the policies previously described.

**SmartCop Toughbooks Used by Game Wardens**

Many wardens are assigned toughbooks specially designed for use in their state-assigned vehicles and configured to interface with the enforcement resources (i.e. CJIN). As with all IT resources, wardens are expected to keep the toughbook docked and locked within their vehicle and stored in a secured location when not in use per the requirements of FWP's MCT/SmartCop Policy (2016). User of the SmartCop toughbooks must adhere to all the policies previously described.

**Union Activities**

Acceptable use of union-related activities includes communications between union representatives and management representatives to schedule labor-management meetings or bargaining sessions, or to submit notice of contract ratifications.

However, conducting the business or activities of a labor union is prohibited, where the duties are not assigned to the employee by department management (i.e. using state email to disseminate union newsletters, announcements or advertisements to state employee members).



# *Montana Fish, Wildlife & Parks*

## **Receipt of Acceptable Use of Computers Policies**

I, \_\_\_\_\_ (print name) have read the State of Montana's computer use policies, FWP's Information Systems policy, and FWP's Technology Use Guide and agree to comply with all terms and conditions.

I agree that all computer activity conducted while doing State business and being conducted with State resources is the property of the State of Montana.

I understand that the State reserves the right to monitor and log all computer activity including e-mail and Internet use, with or without notice, and therefore I should have no expectations of privacy in the use of these resources.

I understand that misuse of the State of Montana computers as outlined in these policies may warrant disciplinary action.

Signed \_\_\_\_\_

Date \_\_\_\_\_



## Fish, Wildlife & Parks Employee/Driver Agreement:

*Vehicle Use Agreement;  
DOA Fuel Card Policy & Fuel Card Use Employee  
Agreement;  
Driver PIN Request Form*

Submit **ONE** copy by  
Fax/Mail/Email to:  
Your regional Human  
Resources Specialist

- \* By providing the below information, I understand and agree that my use of any department vehicle shall be exclusively, for the fulfillment of the Fish, Wildlife & Parks state business.
- \* I understand that I am not to use the vehicle for any other reason whatsoever (human life-threatening medical emergency excepted). I agree to operate this vehicle in a safe, prudent, and lawful manner at all times and to **comply with the State of Montana and the Department of Fish, Wildlife & Parks motor vehicle laws and policies. Ref: MCA 2-9-101, 2-9-201 & 2-17-421, ARM 2.6.201 to 2.6.214 and FWP policy W-1.**
- \* I acknowledge that I have read, understand, and will comply with the Dept. of Administration Fuel Card Policy and Fuel Card Use Employee Agreement. See attached Policy 1-0790.00 and Agreement.
- \* Seat belts will be worn at all times by all vehicle occupants inside the vehicle when it is in motion. No unauthorized personnel will be allowed in department vehicle.
- \* I certify that I possess a valid driver's license appropriate to the type of vehicle I may be driving. A personal email must be provided below for a driving record check to be completed. This is sent through our background check company Employer's Choice.
- \* I agree to immediately notify my supervisor if the status of my driver's license changes, if I accumulate 5 or more conviction points while driving a vehicle for state business, or if I accumulate 12 or more conviction points while driving any vehicle for any reason.

Employee/Driver's Printed Name: \_\_\_\_\_

Employee/Driver's Signature: \_\_\_\_\_

Employee Email (Personal): \_\_\_\_\_

Driver's Phone Number: \_\_\_\_\_

Region & Division: \_\_\_\_\_ Employee ID Number: \_\_\_\_\_

Supervisor's Printed Name: \_\_\_\_\_ Supervisor's Phone Number: \_\_\_\_\_

Supervisor Verifies:

- \* If Employee is under 18 years of age, they will not be required to drive during more than 1/3 of their schedule work hours.

Supervisor's Signature: \_\_\_\_\_

Driver Status (circle one):	Full-time/Permanent Employee	Part-time/Permanent Employee	
Seasonal	Intern	AmeriCorps	Other (please explain) Volunteer

- \* If this employee is a **RETURNING** seasonal employee, this form must be completed each time they return and sent into Human Resources to have a pin issued for each season
- \* It is required for all VOLUNTEERS, INTERNS, SEASONAL/STW EMPLOYEES to include an End Date

Employee/Driver's Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Verified – Driving Record Check has been completed within the last 5 years

Sent to Fleet for PIN to be issued

Signature of HR Assistant/Generalist: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\* Montana Operations Manual – Policy Number 1-0790.00 – Section B.3. Through B.8. 3. Require each employee authorized to operate an agency-owned vehicle to read the fuel card policy and sign the fuel card use employee agreement form. 4. Retain this signed FWP Employee/Driver Form (FLEET02) for two years after the employee's termination date. 5. Assign a unique PIN number to each authorized employee. Generic PINS are prohibited. 6. Manage internal controls in accordance with the agency's procedures. 7. Maintain a record of the agency's approved exceptions to Fuel Card Use Policy.



# Montana Operations Manual

## *Policy*

<b>Policy Number</b>	1-0790.00
<b>Effective Date</b>	9/22/2010
<b>Last Revised</b>	

<b>Issuing Authority</b>	Department of Administration
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### **Fuel Card Policy**

#### **I. PURPOSE**

The policy establishes the requirements for managing and using fuel cards for efficient and cost-effective fuel and maintenance purchases when conducting State business.

#### **II. SCOPE**

This policy applies to Executive Branch agencies that operate agency-owned, fuel-powered vehicles and equipment. The Montana Department of Transportation's daily-use and agency-leased motor pool vehicles are exempt from this policy.

#### **III. PROCEDURES / REQUIREMENTS / RESPONSIBILITIES**

##### **A. Agencies must:**

1. Use the Department of Administration's (DOA) State Procurement Bureau's exclusive fuel card contracts.
2. Designate an authorizing official(s) to oversee its fuel card procedures. Provide the authorizing official's personal contact information to the DOA's State Procurement Bureau.
3. Establish procedures and assign responsibilities to manage fuel card use. Procedures and responsibilities must include the following:
  - a. Collect and compare monthly vehicle odometer readings to the vehicle's monthly fuel transactions to ensure fuel consumption is appropriate for the vehicle.
  - b. Retain monthly statements.
  - c. Resolve billing disputes.

If an error is found on a statement (e.g., employee did not make the transaction, incorrect amount, etc.), the vendor must be contacted by the agency to try to resolve the dispute. If the vendor agrees an error has occurred, the account is credited on the next statement.

If the vendor does not agree an error has occurred, the disputed transaction will be identified and submitted in writing to the card provider within 60 days of the transaction date. The amount due on the next monthly statement will be reduced by the amount of the disputed item until the transaction dispute is resolved. If a dispute is not submitted within 60 days of the transaction date, the agency is responsible for paying the disputed item.

4. Establish internal controls for using fuel cards. Available controls include:

- a. Limit on the number of transactions during a certain time period (day, month, week).
- b. Limit dollar amount per transaction.
- c. Limit Merchant Category Codes.
- d. Restrict purchases to specific hours of the day or days of the week.
- e. Require odometer reading at the point-of-sale.

Note: Default fuel card controls limit purchases to fuel and maintenance and allow three transactions per day up to a total of \$500.

**B. Authorizing Official(s) will:**

1. Assign a fuel card to each agency-owned vehicle showing the vehicle's license plate number on the front of the card.
2. Issue separate fuel cards for non-vehicular uses (e.g., lawn mower).
3. Require each employee authorized to operate an agency-owned vehicle to read the Fuel Card Policy and sign the Fuel Card Use Employee Agreement Form (attached) before they receive a Personal Identification Number (PIN).
4. Retain the signed Fuel Card Use Employee Agreement Form for two years after the employee's termination date.
5. Assign a unique PIN to each authorized employee. Generic PINs are prohibited.
6. Manage internal controls in accordance with the agency's procedures.
7. Immediately cancel fuel cards that are lost, stolen, or assigned to a vehicle that is transferred, sold, or surplused.
8. Maintain a record of the agency's approved exceptions to the Fuel Card Use policy.

**C. Employees authorized to use fuel cards must:**

1. Read the Fuel Card Policy.
2. Sign the Fuel Card Use Employee Agreement Form acknowledging their responsibilities for fuel card use.

Note: Employees are prohibited from using premium grade fuel unless required by the vehicle operation manual.

**D. Supervisors of authorized employees must:**

Review and approve monthly fuel card transactions for each authorized employee under their supervision and ensure fuel card use is consistent with the employees' work assignments.

**IV. REQUEST FOR EXCEPTIONS**

The authorizing official may submit a request for an exception to any part of this policy to the DOA's State Procurement Bureau. The State Procurement Bureau will determine if an exception is granted based on the following criteria:

- A. The policy has created an undue hardship on the agency;
- B. The circumstances are non-traditional and require unique accommodation; or
- C. The exception will not compromise internal controls.

## V. VIOLATIONS

Each agency is responsible for policy enforcement and investigating all alleged violations and complaints. Agencies will take appropriate disciplinary action including, but not limited to, cancellation of an employee's fuel card privileges, termination, and possible criminal charges.

## VI. DEFINITIONS

- A. **Authorized Employee:** An employee designated to use a fuel card.
- B. **Authorizing Official:** An individual(s) designated by the agency to authorize and cancel fuel cards, manage internal controls, and maintain a record of the agency's exceptions.
- C. **Card Provider:** The State's contracted fuel card provider.
- D. **Ethanol-Blended Gasoline:** A fuel mixture of gasoline and ethanol produced from agricultural products as defined in 2-17-414, MCA.
- E. **Generic PIN:** A PIN not directly assigned to a single individual. Generic PINs are prohibited.
- F. **Merchant Category Code:** A number used by the fuel card vendor to classify suppliers into market segments.
- G. **Personal Identification Number (PIN):** A unique number assigned to an individual.
- H. **Vehicle Maintenance:** Expenses including gas, oil, repairs, labor, storage, and service.
- I. **Vendor:** The point-of-sale for a fuel or vehicle maintenance purchase.
- J. **Non-Vehicular Use:** Uses associated with equipment such as a lawn mower, snow sweeper, leaf blower, or chainsaw.

## VII. CROSS REFERENCE GUIDE

The following laws, rules, or policies contain provisions relevant to fuel purchasing cards. This list is not exhaustive; other policies may apply.

- A. ARM 2.6.203 Authorized Driver – definition.
- B. 2-17-414, MCA State vehicles use of ethanol-blended gasoline – definition
- C. 2-17-418, MCA Agency records on fuel efficiency measures

- D. 2-17-421, MCA Use – state business only – exception, compensation for driving personal vehicle – penalty for private use
- E. 2-17-425, MCA Limit on use of state vehicle to commute to worksite – definitions
- F. Title 18, Chapter 4, MCA Montana Procurement Act

## **VIII. CLOSING**

For questions about this policy, contact the State Procurement Bureau at:

Department of Administration

State Procurement Bureau

125 N. Roberts Street, Mitchell Building, Room 165

Helena, MT 59620-0135

406-444-3366

Rick Dorvall, email: [rickdorvall@mt.gov](mailto:rickdorvall@mt.gov)

**STATE OF MONTANA**  
**FUEL CARD USE EMPLOYEE AGREEMENT**

1. I have read, understand, and will comply with the Fuel Card Policy.
2. I understand I am required to use ethanol-blended gasoline when the manufacturer allows and I am prohibited from using premium grade fuel unless required by the vehicle operations manual.
3. I agree to use the card for all fuel purchases unless obtained from a state-owned bulk site with a manual transaction process.
4. I will immediately notify the authorizing official if a card is lost or stolen or if my PIN is compromised.
5. I understand that I am required to comply with internal control procedures.
6. I agree not to share my Personal Identification Number (PIN) with any other person.
7. I understand I can only use the card for fuel and authorized vehicle maintenance purchases for state-owned vehicles.
8. If I misuse the card for personal purchases, I authorize the State to deduct from my salary or from other monies owed me, an amount equal to the total of the personal purchases. I also agree to allow the State to collect any amounts owed by me even if the State no longer employs me.
9. I understand improper use of this card may result in disciplinary actions, including termination of employment and criminal action.
10. I understand the State may terminate my card use privileges at any time for any reason.

By Signing FWP Form FLEET02 – FWP Employee/Driver Agreement – You are agreeing to the terms outlined above on the Fuel Card Use Employee Agreement



DEPARTMENT OF ADMINISTRATION  
STATE ACCOUNTING BUREAU  
PO BOX 200102  
HELENA, MT 59620-0102

204 - ELECTRONIC  
FUNDS TRANSFER  
SIGN UP

Questions please contact Warrant Writer. E-Mail: [warrantwriter@mt.gov](mailto:warrantwriter@mt.gov), Phone: 444-3092, Fax: 444-2812

Note: All incomplete/altered forms will not be processed.

1) Request Type:  Initial Request (1-7,10)  Change/Add Account (1-10)  Remove Account (5-10)

2) I, \_\_\_\_\_, hereby certify that the account indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Montana to initiate, change or cancel credit entries to that account as indicated on this form.

This authority is to remain in full force and effect until the State of Montana has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford the State of Montana a reasonable opportunity to act upon it.

3) New Bank Information:

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Type:  Checking  Savings

5) Supplier Name: \_\_\_\_\_

6) Tax ID Number: (must be 9 digits) \_\_\_\_\_

Type:  SSN  FEIN

7) Address: (limited to 45 characters per line)

Line 1 \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Country \_\_\_\_\_ Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

8) Confirmation of existing bank account information:

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Type:  Checking  Savings

9) This authorization will remain in effect until either cancelled in writing or an updated form is submitted to the Agency you currently do business with.

10) Authorized Signature \_\_\_\_\_

Title (If Applicable) \_\_\_\_\_

Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**MONTANA FISH, WILDLIFE & PARKS**  
**AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES**

\*NAME (Please Print): \_\_\_\_\_

\*ADDRESS: \_\_\_\_\_

\*CITY, STATE, ZIP: \_\_\_\_\_

\*CELL PHONE \_\_\_\_\_

\*EMAIL \_\_\_\_\_

**\*HAVE YOU VOLUNTEERED FOR FWP IN PRIOR YEARS?**

Yes    No    If yes, approximately what year? \_\_\_\_\_

**\*HAVE YOU COMPLETED A BACKGROUND CHECK AND FINGERPRINTS FOR FWP IN PRIOR YEARS?**

Yes    No    If yes, approximately what year? \_\_\_\_\_

\*DIVISION \_\_\_\_\_ \*REGION \_\_\_\_\_ \*PROJECT # \_\_\_\_\_ (for background check)

\*LIAISON: \_\_\_\_\_

\*WILL THIS VOLUNTEER ALWAYS BE UNDER SUPERVISION OF FWP STAFF    Yes    No

\*START DATE: \_\_\_\_\_

**\*Specific Duties Performed by Volunteer:**

\_\_\_ Working with Vulnerable Populations                      \_\_\_ Access to FWP Computer/Technology  
\_\_\_ Handling Money/Inventory                                      \_\_\_ Driving State or Personal Vehicle for FWP Business

Is the volunteer an employee (full-time or part-time) of the State of Montana?    YES    NO  
If YES: Are any of these duties the same or similar to duties performed in your current paid work?    YES    NO  
If YES, describe similarities: \_\_\_\_\_

If YES, except as otherwise provided, I understand this service will not apply to my hours of service as a state employee. \_\_\_\_\_ (Volunteer Initials Here)

1. The above-described work will not be compensated monetarily. Signature of this document indicates the volunteer does not expect payment and is volunteering for civic, charitable, or humanitarian reasons.
2. Duties performed as a volunteer will be limited to those described above.
3. Fish, Wildlife & Parks or the volunteer may cancel this agreement anytime by notifying the other party.
4. Volunteer agrees to make all official contacts with Fish, Wildlife & Parks through the liaison person designated below.
5. A volunteer does not replace any regular department employee.  
**THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OF EMPLOYMENT NOR DOES THIS AGREEMENT ESTABLISH AN EMPLOYEE/EMPLOYER RELATIONSHIP FOR ANY PURPOSE.**
6. The volunteer agrees to return all Department supplies and equipment to the Department upon completion of or termination of volunteer service as defined by this agreement or as requested by the Department staff volunteer liaison.



- Internet setup and monthly internet access charges. FWP cannot guarantee internet access at all locations. If internet is desired, the installation and monthly charge for this service must be obtained and in the name of the volunteer. The internet service needs to be configured for the host trailer and will not be connected to any internet service that FWP is supplying at the location. See Section 3 below, "Stipend"

**MONTANA FISH, WILDLIFE & PARKS AGREES WHILE THIS AGREEMENT IS IN EFFECT TO:**

- Provide the majority of supplies necessary for work performed. Many purchases require the use of state contracts, so FWP employees will be responsible for purchasing supplies and/or services.
- Reimburse expenses relative to travel, meal per diem, and lodging pursuant to Title 2, Chapter 18, Part 5, MCA. If expenses are incurred an itemized receipt from the vendor is required before reimbursement will be made. Meals are only paid at per diem rates authorized, not actual expenses.

**If reimbursement is provided, a W9 must be completed by the volunteer prior to the submittal of expenses. Payments will occur monthly upon the submission of a completed and approved State of Montana Travel Expense voucher.**

- Provide a stipend to defray necessary incidental expenses up to a sum of not more than \$ per month OR \$ per week to the extent funds are available. Stipends cannot be allowed in all situations and/or locations. Please check with your Liaison for details.

**If stipends are provided, a W9 must be completed by the volunteer prior to the submittal of expenses. Payments will occur monthly upon the submission of a completed and approved State of Montana Travel Expense voucher.**

- Pay premiums to the Workers' Compensation Division to ensure that volunteer is covered under Workers' Compensation for any work injuries.
- Provide volunteer coverage under the Montana State Tort Claims Act (Mont. Code Ann. § 2-9-101 et seq.) during all time volunteer is performing work authorized by the Department.
- Authorize properly licensed volunteer to operate Department motor vehicles when necessary for the performance of the work described in this agreement.

Volunteer understands and agrees they are volunteering to perform duties to further FWP's mission and is only authorized to ride in FWP vehicles, use FWP equipment, or act as an FWP representative directly in line with FWP's mission and work functions.

**I HEREBY VOLUNTEER MY SERVICES AS DESCRIBED ABOVE TO ASSIST MONTANA FISH, WILDLIFE & PARKS IN ITS AUTHORIZED WORK.**



VOLUNTEER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT OR GUARDIAN (If under 18): \_\_\_\_\_

**ACCEPTANCE FOR MONTANA FISH, WILDLIFE & PARKS**

LIAISON NAME (printed clearly) \_\_\_\_\_

LIAISON SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**RETURN SIGNATURE PAGES TO HUMAN RESOURCES- VOLUNTEER KEEPS POLICY PAGES  
DISCARD ANY ATTACHMENTS THAT ARE NOT RELEVANT**

# EEO, Nondiscrimination, & Harassment Prevention Policy

Resource: Administrative Rules of the State of Montana (ARM)

*This policy is in ARM. This is a reproduction created for your convenience, but it is not the official version. You may find the official ARM website at <http://www.mtrules.org>. Resources related to this policy are available on the [State HR website](#).*

The executive branch of the State of Montana is committed to equal opportunity, nondiscrimination, and harassment prevention in all aspects of employment and in programs, services, and activities offered to the public.

Agency managers/liaisons will not tolerate discrimination or harassment based on an individual's race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, pregnancy, childbirth or a medical condition related to pregnancy or childbirth, sexual orientation, gender identity or expression, political beliefs, genetic information, military service or veteran's status, culture, social origin or condition, or ancestry. Likewise, agency management will not tolerate discrimination or harassment because of a person's marriage to or association with individuals in one of the previously mentioned protected classes.

To promote a work and customer service environment free from discrimination, agency managers/liaisons shall: base hiring decisions on individual competencies and qualifications; promote an inclusive environment where individuals are afforded every opportunity to reach their fullest potential; recognize individual differences as a key element of organizational and team success; treat individuals with dignity and respect; and value the rights of all Montanans to benefit from equal access to employment and programs, services, and activities offered to the public.

Agency managers/liaisons who observe behaviors that may be viewed as discriminatory shall stop the behavior and notify their agency's EEO officer, Americans with Disabilities Act (ADA) coordinator, or human resources representative.

## **RESPONSIBILITIES**

Agency managers/liaisons shall: provide reasonable accommodations, upon request, for qualified individuals with disabilities and for applicants and employees/volunteers based on their religious practices, unless doing so would create an undue hardship; provide reasonable accommodations, upon request, for limitations resulting from pregnancy-related disabilities, unless doing so would create an undue hardship; and ensure employees/volunteers provide meaningful access to programs, services, and activities for customers with limited English proficiency.

## **HARASSMENT**

Harassment, including sexual harassment, consists of, but is not limited to, oral, written, or electronic communications (for example, voicemails, e-mails, text messages, or other social networking tools) in the form of repeated and unwelcomed jokes, slurs, comments, visual images, or innuendos based on a protected class. Even mutually agreeable behavior, or behavior accepted between two or more people, can be offensive to others; for this reason, it is prohibited in the workplace.

Sexual harassment is a form of discrimination that includes unwelcome verbal or physical conduct of a sexual nature when: submission to the conduct is implicitly or explicitly made a term or condition of employment/volunteer work; submission to or rejection of the conduct is used as the basis for a decision affecting the individual; or the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

Agency managers/liaisons will not tolerate any behavior that negatively focuses on a protected class. Although a behavior or pattern of behavior might not constitute illegal discrimination, it might still violate this rule. Agency managers/liaisons who observe behaviors that could be viewed as discrimination or harassment shall stop the behavior and notify their agency's EEO officer, ADA coordinator, or human resources representative.

## **RETALIATION**

Agency managers/liaisons will not retaliate or allow, condone, or encourage others to retaliate against any customer, applicant, volunteer or current or former employee for opposing unlawful discriminatory practices, filing a discrimination complaint or participating in a discrimination proceeding, including testifying in court. Agency managers/liaisons who become aware of retaliation shall inform the agency's human resource staff, EEO officer, or ADA coordinator, who will advise management on the appropriate course of action.

## **COMPLAINTS**

Agency managers/liaisons shall encourage employees, volunteers, applicants, clients, and customers who believe they have been discriminated against or harassed to contact their supervisor, another manager/liaison, or the agency's EEO officer, ADA coordinator, or human resources staff. Complaints may be oral or in writing; however, complainants are encouraged to use the Department of Administration's complaint form found at <http://hr.mt.gov/newresources>.

An agency representative who receives a complaint or becomes aware of allegations of discrimination or harassment shall promptly notify the human resources staff, EEO officer, or ADA coordinator, regardless of their perception of the validity of the complaint.

A representative appointed by the Agency shall begin an investigation upon receiving a complaint. The investigator shall gather evidence to determine a "cause" or "no-cause" finding.

Agency managers/liaisons shall make every attempt to protect the privacy of individuals involved in the complaint process; however, individual privacy cannot be guaranteed. Agency managers/liaisons may not prohibit employees from discussing a complaint or ongoing investigation with coworkers unless management conducts an individualized assessment and demonstrates that one of the following factors exists: there are witnesses in need of protection; evidence is in danger of being destroyed; testimony is in danger of being fabricated; or there is a need to prevent a cover-up.

In addition to the internal complaint process, complaints may be filed with the following agencies: Montana Human Rights Bureau, (406) 444-4356, (800) 542-0807 [www.montanadiscrimination.com](http://www.montanadiscrimination.com); or United States Equal Employment Opportunity Commission (EEOC) (800) 669-4000, TTY (800)-669-6820, ASL Video (844) 234-5122. Service members and veterans who believe they have been discriminated against based on military service or veteran status may contact: The Employer Support of the Guard and Reserve at (800) 336-4590; or the Veterans' Employment and Training Service (VETS) at (866) 487-2365. Service members and veterans may submit a formal, online complaint at <http://webapps.dol.gov/elaws/vets/userra/1010.asp>.

## **RULE VIOLATIONS**

Individuals who violate these rules are subject to discipline, up to and including discharge. A rule violation includes managers/liaisons who allow discrimination to occur or fail to take appropriate action to correct inappropriate behavior, including discrimination or harassment.

Failure to investigate in a proper and timely manner, interference with an investigation, failure to cooperate with an investigator, or making a false statement to an investigator may result in disciplinary action, up to and including discharge.

**ACKNOWLEDGEMENT OF  
RECEIPT OF  
EEO, Nondiscrimination, & Harassment Prevention Policy**

I, \_\_\_\_\_ (volunteer name--[please print]),  
have been provided with a copy of the EEO, Nondiscrimination, & Harassment Prevention  
Policy and acknowledge I am responsible for knowing and abiding by its contents.

The provisions of this policy may be modified or eliminated at any time, and changes will be  
provided when made.

***It is my responsibility to know the policy and will discuss with my Liaison any questions  
regarding it.***

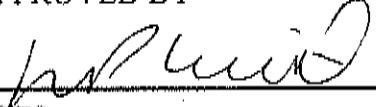
Signature of Volunteer: \_\_\_\_\_



Date Received: \_\_\_\_\_

**ACCEPTABLE USE of IT RESOURCES  
POLICY SUMMARY**

**MONTANA FISH, WILDLIFE & PARKS  
TECHNOLOGY SERVICES DIVISION**

ISSUED 11-16-17	REVISED
RETIRED	
APPROVED BY 	
Name	
CIO	
Title	

**TITLE: ACCEPTABLE USE of IT RESOURCES POLICY SUMMARY**

**PURPOSE:**

To provide an executive summary of State of Montana and FWP information technology (IT) policies pertaining to acceptable behavior that FWP employees and contractors will be held accountable. This summary is not all inclusive. FWP employees and contractors are responsible for reviewing and following all State and agency policies, statutes and guidelines.

This summary supersedes the 2012 FWP Acceptable Use Policy.

**RELATED, STATUTES, POLICIES, AND GUIDELINES:**

- a. Montana Code Annotated - Code of Ethics §2-2-103
- b. Montana Information Security Policy (2015)
- c. Montana Information Security Policy – Appendix A (2015)
- d. Montana Operations Manual – Cellular Devices Policy (2016)
- e. Montana Operations Manual - Electronic Mail Policy (2011)
- f. Montana Operations Manual – Enterprise Mobile Device Management Policy (2016)
- g. Montana Operations Manual - Social Media Policy (2015)
- h. Montana Operations Manual - Social Media Guidelines (2017)
- i. Montana Operations Manual – SummitNet Acceptable Use Policy (2011)
- j. MT-ISAC - Acceptable Use of IT Resources Summary (2017)
- k. SITSD - Identification and Authentication Policy (2015)
- l. FWP Mobile Device and Services Policy (2014)

**FOUNDATION**

FWP IT resources provide the structure and the tools for staff to complete their work, meet the needs of the public, and meet the objectives of the agency. All the agency's IT resources are managed and overseen by the Technology Services Division (TSD).

These resources include IT hardware (laptops and desktop computers, printers, servers, cables, etc.), IT software (MS Office, Adobe, GIS programs, FWP developed applications, etc.), mobile devices (cell

phones, tablets, etc.), IT Services (RFPs, contracts, staff augmentation, etc.), and program specific technology (wildlife tracking collars, electronic fish tags, photographic equipment, etc.).

## **STANDARDS**

The following is an executive summary of FWP's IT policies, applicable IT policies established by the Department of Administration's Statewide Information Technology Services Division (SITSD), and other relevant policies.

FWP staff are required to review the full policy documents so they are knowledgeable of user expectations, penalties for non-compliance, and details related to each policy. All policies referenced in this document are available electronically via the Internet or in paper form from TSD.

### **I. Device Use**

- Access to IT resources in the form of devices and facilities are issued in accordance with performing assigned duties for the benefit of the people of Montana.
- There is no expectation of privacy while using the department's IT resources. All activity can be logged, monitored, and reviewed.
- Work-related files and electronic information shall be stored on TSD approved storage services to ensure the document(s) are backed up.
- Use of unapproved cloud-based services for data storage, transfer, etc. is prohibited.
- Employees must never attempt to gain access to, disclose, or remove any user ID, information, software, or file that is not their own and for which they have not received explicit authorization to access.
- Users shall not interfere with, encroach on or disrupt others' use of the FWP's shared IT resources. For example, by
  - playing computer games, streaming non-work-related video or music, sending excessive messages, attempting to crash or tie up a State computer.
  - damaging or vandalizing State computing facilities, equipment, software, or computer files.
- Users shall not knowingly transfer or allow to be transferred to, from or within the agency, textual or graphical material commonly considered to be child pornography or obscene as defined in §45-8-201(2), MCA.
- Users shall not connect *non-State-owned* storage media (USB storage devices, external or internal hard drives), including *personal* mobile devices (iPads, Kindles, smartphones, etc.) to the workstation or internal network.
- Duplicating, transmitting, or using software not in compliance with software license agreements is considered copyright infringement.
- IT resources must not be used for private, commercial, or political purposes.
- FWP allows incidental, non-excessive personal use of IT resources at an employee's supervisor's discretion.
- All hardware and software, including downloaded software, shall be authorized, purchased, and installed by authorized TSD staff prior to use.
- Remote Access to FWP's internal network must be authorized by a supervisor and utilize the department's approved software.
- Users shall report missing or stolen IT hardware immediately to their supervisor and TSD's ServiceDesk.

- Users shall notify TSD's Service Desk and supervisor in the event of a security incident or if the IT device is acting unusual, e.g. slow performance or response times, unexpected pop-up advertisements, etc.
  - Devices must be locked before leaving them unattended.
2. Passwords
- Passwords should be strong, with a minimum of 8 characters. Users are required to have a combination of upper and lower case with special and numerical characters contained in their passwords.
  - Passwords must never be shared with *ANYONE*.
  - Users must secure their password at all times. Passwords are not to be written down (e.g., taped to monitor or under keyboard).
  - Personal information must never be used in a password (e.g. SSN or date of birth).
3. Internet
- Internet usage is provided for the opportunity it gives state employees and contractors to accomplish their job duties and conducting state business.
  - The State-provided Internet access is not to be used excessively for private, recreational or personal activities.
  - Examples of unacceptable uses are but not limited to:
    - Transmitting, retrieving, viewing, disclosing or storing of any materials defined as obscene by §45-8-201 MCA, advocating violence against others or their property according to 45-5- 221 MCA, regarded as sensitive or proprietary (e.g. personal information, criminal history, social security numbers, etc.), any activities relating to any private or union business, Internet gambling, gaming, and personal shopping (e.g. E-Bay), downloading/accessing steaming music/videos/broadcasts, or unauthorized use of social media websites (e.g. Twitter, Facebook).
4. Electronic Mail
- Shall be used for conducting state business. FWP permits incidental, non-excessive personal use of email.
  - Email is considered public record: Employees should have no expectations of privacy. (See <https://sos.mt.gov/records/defined> for additional info.)
  - State email accounts must not be used to sign up for nonwork related website accounts, mailing lists, etc.
  - Personal email account(s) shall not be used for work-related business.
  - State email accounts should not be used to circulate chainmail, spam, or inappropriate materials (e.g. sexually offensive, harassing, violent, etc.)
  - State email accounts should not send sensitive information to other parties unless authorized by agency and transmitted by secure approved methods (e.g. encryption or File Transfer Service)
5. Social Media
- Supervisor approval is required for use of these websites work-related purposes.
  - Work-related communications should be professional and consistent with the agency's

mission and the position's responsibilities.

6. Mobile Device Management

- Mobile device management is overseen by TSD's Network Service Bureau.
- Supervisor approval is required for the allocation and use of a State-owned mobile device.
- Personal use of state devices shall be limited to essential personal calls and state business.
- Staff are responsible for State-owned device equipment in their possession.
- While in the performance of state business, employees are responsible for operating state or private vehicles or other equipment in a safe and prudent manner while using mobile devices.
- Jailbroken or "rooted" devices will not be allowed to enroll in the enterprise MDM solution.

7. Sensitive Information

- Must not be stored, transferred, or copied to unauthorized locations.
- If there is a business need, sensitive information can be transferred by utilizing the State of Montana File Transfer Service or Enterprise Approved encrypted email.
- Staff are required to ensure any personally identifiable information is saved or stored in a secure location (e.g. electronically encrypted, laptop stored in a locked file cabinet, etc.).
- Report lost, stolen or compromised information to immediate supervisor and agency Information Security Manager.

**Home-based State-owned Office Computers**

Employees that have state-owned computers located in their homes due to assignment of a remote location shall be in accordance with these policies. Downloading unauthorized software from the Internet, a CD or thumb drive (i.e. games, tax software etc.) is prohibited as computer viruses could be transmitted through the FWP's IT network and onto the State's IT network. User of the home-based state-owned computers must adhere to all the policies previously described.

**SmartCop Toughbooks Used by Game Wardens**

Many wardens are assigned toughbooks specially designed for use in their state-assigned vehicles and configured to interface with the enforcement resources (i.e. CJIN). As with all IT resources, wardens are expected to keep the toughbook docked and locked within their vehicle and stored in a secured location when not in use per the requirements of FWP's MCT/SmartCop Policy (2016). User of the SmartCop toughbooks must adhere to all the policies previously described.

**Union Activities**

Acceptable use of union-related activities includes communications between union representatives and management representatives to schedule labor-management meetings or bargaining sessions, or to submit notice of contract ratifications.

However, conducting the business or activities of a labor union is prohibited, where the duties are not assigned to the employee by department management (i.e. using state email to disseminate union newsletters, announcements or advertisements to state employee members).





# Montana Fish, Wildlife & Parks

## Receipt of Acceptable Use of Computers Policies

I, \_\_\_\_\_ (print name) have read the State of Montana's computer use policies, FWP's Information Systems policy, and FWP's Technology Use Guide and agree to comply with all terms and conditions.

I agree that all computer activity conducted while doing State business and being conducted with State resources is the property of the State of Montana.

I understand that the State reserves the right to monitor and log all computer activity including e-mail and Internet use, with or without notice, and therefore I should have no expectations of privacy in the use of these resources.

I understand that misuse of the State of Montana computers as outlined in these policies may warrant disciplinary action.

Signed \_\_\_\_\_

Date \_\_\_\_\_



## Fish, Wildlife & Parks Employee/Driver Agreement:

Vehicle Use Agreement;  
DOA Fuel Card Policy & Fuel Card Use Employee  
Agreement;  
Driver PIN Request Form

Submit **ONE** copy by  
Fax/Mail/Email to:  
Your regional Human  
Resources Specialist

- \* By providing the below information, I understand and agree that my use of any department vehicle shall be exclusively, for the fulfillment of the Fish, Wildlife & Parks state business.
- \* I understand that I am not to use the vehicle for any other reason whatsoever (human life-threatening medical emergency excepted). I agree to operate this vehicle in a safe, prudent, and lawful manner at all times and to **comply with the State of Montana and the Department of Fish, Wildlife & Parks motor vehicle laws and policies. Ref: MCA 2-9-101, 2-9-201 & 2-17-421, ARM 2.6.201 to 2.6.214 and FWP policy W-1.**
- \* I acknowledge that I have read, understand, and will comply with the Dept. of Administration Fuel Card Policy and Fuel Card Use Employee Agreement. See attached Policy 1-0790.00 and Agreement.
- \* Seat belts will be worn at all times by all vehicle occupants inside the vehicle when it is in motion. No unauthorized personnel will be allowed in department vehicle.
- \* I certify that I possess a valid driver's license appropriate to the type of vehicle I may be driving. A personal email must be provided below for a driving record check to be completed. This is sent through our background check company Employer's Choice.
- \* I agree to immediately notify my supervisor if the status of my driver's license changes, if I accumulate 5 or more conviction points while driving a vehicle for state business, or if I accumulate 12 or more conviction points while driving any vehicle for any reason.

Employee/Driver's Printed Name: \_\_\_\_\_

Employee/Driver's Signature: \_\_\_\_\_

Employee Email (Personal): \_\_\_\_\_

Driver's Phone Number: \_\_\_\_\_

Region & Division: \_\_\_\_\_ Employee ID Number: \_\_\_\_\_

Supervisor's Printed Name: \_\_\_\_\_ Supervisor's Phone Number: \_\_\_\_\_

Supervisor Verifies:

- \* If Employee is under 18 years of age, they will not be required to drive during more than 1/3 of their schedule work hours.

Supervisor's Signature: \_\_\_\_\_

Driver Status (circle one):  
Full-time/Permanent Employee      Part-time/Permanent Employee  
Seasonal      Intern      AmeriCorps      Other (please explain)      Volunteer

- \* If this employee is a **RETURNING** seasonal employee, this form must be completed each time they return and sent into Human Resources to have a pin issued for each season
- \* It is required for all VOLUNTEERS, INTERNS, SEASONAL/STW EMPLOYEES to include an End Date

Employee/Driver's Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

- Verified – Driving Record Check has been completed within the last 5 years
- Sent to Fleet for PIN to be issued

Signature of HR Assistant/Generalist: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\* Montana Operations Manual – Policy Number 1-0790.00 – Section B.3. Through B.8. 3. Require each employee authorized to operate an agency-owned vehicle to read the fuel card policy and sign the fuel card use employee agreement form. 4. Retain this signed FWP Employee/Driver Form (FLEET02) for two years after the employee's termination date. 5. Assign a unique PIN number to each authorized employee. Generic PINS are prohibited. 6. Manage internal controls in accordance with the agency's procedures. 7. Maintain a record of the agency's approved exceptions to Fuel Card Use Policy.



# Montana Operations Manual

## *Policy*

<b>Policy Number</b>	1-0790.00
<b>Effective Date</b>	9/22/2010
<b>Last Revised</b>	

<b>Issuing Authority</b>	Department of Administration
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### **Fuel Card Policy**

#### **I. PURPOSE**

The policy establishes the requirements for managing and using fuel cards for efficient and cost-effective fuel and maintenance purchases when conducting State business.

#### **II. SCOPE**

This policy applies to Executive Branch agencies that operate agency-owned, fuel-powered vehicles and equipment. The Montana Department of Transportation's daily-use and agency-leased motor pool vehicles are exempt from this policy.

#### **III. PROCEDURES / REQUIREMENTS / RESPONSIBILITIES**

##### **A. Agencies must:**

1. Use the Department of Administration's (DOA) State Procurement Bureau's exclusive fuel card contracts.
2. Designate an authorizing official(s) to oversee its fuel card procedures. Provide the authorizing official's personal contact information to the DOA's State Procurement Bureau.
3. Establish procedures and assign responsibilities to manage fuel card use. Procedures and responsibilities must include the following:
  - a. Collect and compare monthly vehicle odometer readings to the vehicle's monthly fuel transactions to ensure fuel consumption is appropriate for the vehicle.
  - b. Retain monthly statements.
  - c. Resolve billing disputes.

If an error is found on a statement (e.g., employee did not make the transaction, incorrect amount, etc.), the vendor must be contacted by the agency to try to resolve the dispute. If the vendor agrees an error has occurred, the account is credited on the next statement.

If the vendor does not agree an error has occurred, the disputed transaction will be identified and submitted in writing to the card provider within 60 days of the transaction date. The amount due on the next monthly statement will be reduced by the amount of the disputed item until the transaction dispute is resolved. If a dispute is not submitted within 60 days of the transaction date, the agency is responsible for paying the disputed item.

4. Establish internal controls for using fuel cards. Available controls include:

- a. Limit on the number of transactions during a certain time period (day, month, week).
- b. Limit dollar amount per transaction.
- c. Limit Merchant Category Codes.
- d. Restrict purchases to specific hours of the day or days of the week.
- e. Require odometer reading at the point-of-sale.

Note: Default fuel card controls limit purchases to fuel and maintenance and allow three transactions per day up to a total of \$500.

**B. Authorizing Official(s) will:**

1. Assign a fuel card to each agency-owned vehicle showing the vehicle's license plate number on the front of the card.
2. Issue separate fuel cards for non-vehicular uses (e.g., lawn mower).
3. Require each employee authorized to operate an agency-owned vehicle to read the Fuel Card Policy and sign the Fuel Card Use Employee Agreement Form (attached) before they receive a Personal Identification Number (PIN).
4. Retain the signed Fuel Card Use Employee Agreement Form for two years after the employee's termination date.
5. Assign a unique PIN to each authorized employee. Generic PINs are prohibited.
6. Manage internal controls in accordance with the agency's procedures.
7. Immediately cancel fuel cards that are lost, stolen, or assigned to a vehicle that is transferred, sold, or surplused.
8. Maintain a record of the agency's approved exceptions to the Fuel Card Use policy.

**C. Employees authorized to use fuel cards must:**

1. Read the Fuel Card Policy.
2. Sign the Fuel Card Use Employee Agreement Form acknowledging their responsibilities for fuel card use.

Note: Employees are prohibited from using premium grade fuel unless required by the vehicle operation manual.

**D. Supervisors of authorized employees must:**

Review and approve monthly fuel card transactions for each authorized employee under their supervision and ensure fuel card use is consistent with the employees' work assignments.

**IV. REQUEST FOR EXCEPTIONS**

The authorizing official may submit a request for an exception to any part of this policy to the DOA's State Procurement Bureau. The State Procurement Bureau will determine if an exception is granted based on the following criteria:

- A. The policy has created an undue hardship on the agency;
- B. The circumstances are non-traditional and require unique accommodation; or
- C. The exception will not compromise internal controls.

## V. VIOLATIONS

Each agency is responsible for policy enforcement and investigating all alleged violations and complaints. Agencies will take appropriate disciplinary action including, but not limited to, cancellation of an employee's fuel card privileges, termination, and possible criminal charges.

## VI. DEFINITIONS

- A. **Authorized Employee:** An employee designated to use a fuel card.
- B. **Authorizing Official:** An individual(s) designated by the agency to authorize and cancel fuel cards, manage internal controls, and maintain a record of the agency's exceptions.
- C. **Card Provider:** The State's contracted fuel card provider.
- D. **Ethanol-Blended Gasoline:** A fuel mixture of gasoline and ethanol produced from agricultural products as defined in 2-17-414, MCA.
- E. **Generic PIN:** A PIN not directly assigned to a single individual. Generic PINs are prohibited.
- F. **Merchant Category Code:** A number used by the fuel card vendor to classify suppliers into market segments.
- G. **Personal Identification Number (PIN):** A unique number assigned to an individual.
- H. **Vehicle Maintenance:** Expenses including gas, oil, repairs, labor, storage, and service.
- I. **Vendor:** The point-of-sale for a fuel or vehicle maintenance purchase.
- J. **Non-Vehicular Use:** Uses associated with equipment such as a lawn mower, snow sweeper, leaf blower, or chainsaw.

## VII. CROSS REFERENCE GUIDE

The following laws, rules, or policies contain provisions relevant to fuel purchasing cards. This list is not exhaustive; other policies may apply.

- A. ARM 2.6.203 Authorized Driver – definition.
- B. 2-17-414, MCA State vehicles use of ethanol-blended gasoline – definition
- C. 2-17-418, MCA Agency records on fuel efficiency measures

- D. 2-17-421, MCA Use – state business only – exception, compensation for driving personal vehicle – penalty for private use
- E. 2-17-425, MCA Limit on use of state vehicle to commute to worksite – definitions
- F. Title 18, Chapter 4, MCA Montana Procurement Act

## **VIII. CLOSING**

For questions about this policy, contact the State Procurement Bureau at:

Department of Administration

State Procurement Bureau

125 N. Roberts Street, Mitchell Building, Room 165

Helena, MT 59620-0135

406-444-3366

Rick Dorvall, email: [rickdorvall@mt.gov](mailto:rickdorvall@mt.gov)

**STATE OF MONTANA**  
**FUEL CARD USE EMPLOYEE AGREEMENT**

1. I have read, understand, and will comply with the Fuel Card Policy.
2. I understand I am required to use ethanol-blended gasoline when the manufacturer allows and I am prohibited from using premium grade fuel unless required by the vehicle operations manual.
3. I agree to use the card for all fuel purchases unless obtained from a state-owned bulk site with a manual transaction process.
4. I will immediately notify the authorizing official if a card is lost or stolen or if my PIN is compromised.
5. I understand that I am required to comply with internal control procedures.
6. I agree not to share my Personal Identification Number (PIN) with any other person.
7. I understand I can only use the card for fuel and authorized vehicle maintenance purchases for state-owned vehicles.
8. If I misuse the card for personal purchases, I authorize the State to deduct from my salary or from other monies owed me, an amount equal to the total of the personal purchases. I also agree to allow the State to collect any amounts owed by me even if the State no longer employs me.
9. I understand improper use of this card may result in disciplinary actions, including termination of employment and criminal action.
10. I understand the State may terminate my card use privileges at any time for any reason.

By Signing FWP Form FLEET02 – FWP Employee/Driver Agreement – You are agreeing to the terms outlined above on the Fuel Card Use Employee Agreement

**MONTANA FISH, WILDLIFE & PARKS**  
**VOLUNTEER HOURS REPORT**  
SUBMITTED BY THE 10<sup>TH</sup> DAY OF EACH QUARTER FOR PREVIOUS QUARTER  
(January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>)

<b>LIAISON NAME (Please Print)</b> _____ <b>PHONE</b> (____)____-____ <b>EMAIL:</b> _____
<b>PROJECT #</b> _____ <b>TOTAL NUMBER OF VOLUNTEER HOURS FOR PREVIOUS QUARTER</b> _____ <b>WORK COMP CODE (can be found on following page)</b> _____
<i>**USE ADDITIONAL RECORDS BELOW IF YOU REPORT VOLUNTEER HOURS FOR MORE THAN ONE PROJECT# OR WORK COMP CODE IN ONE QUARTER**</i>
<b>PROJECT #</b> _____ <b>TOTAL NUMBER OF VOLUNTEER HOURS FOR PREVIOUS QUARTER</b> _____ <b>WORK COMP CODE (can be found on following page)</b> _____
<b>PROJECT #</b> _____ <b>TOTAL NUMBER OF VOLUNTEER HOURS FOR PREVIOUS QUARTER</b> _____ <b>WORK COMP CODE (can be found on following page)</b> _____
<b>PROJECT #</b> _____ <b>TOTAL NUMBER OF VOLUNTEER HOURS FOR PREVIOUS QUARTER</b> _____ <b>WORK COMP CODE (can be found on following page)</b> _____



## Workers' Compensation Codes for Volunteer Services

Arranged By Description	Code	Arranged By Code	Description
Accounting Assistant	8811	7424	Aircraft Pilot
Administrative Assistant	8811	8744	Civil Engineering Assistant
Aircraft Pilot	7424	8744	Compliance Assistant
BOW Staff	9412	8744	Education Program Administrator
Biological Lab Assistant	9412	8744	Financial Examiner Assistant
Biology Research Specialist	9412	8744	Grants Contracts Coordinator (volunteer groups)
Block Management Assistant	9412	8744	Instructional Coordinator
Camp Host	9412	8744	Land Agent Assistant
Civil Engineering Assistant	8744	8744	Museum Exhibit Specialist
Compliance Assistant	8744	8744	Project Facilitation Specialist
Conservation Aide Assistant	9412	8744	Public Relations Specialist (volunteer groups)
Conservation Specialist Assistant	9412	8811	Accounting Assistant
Conservation Technician Assistant	9412	8811	Administrative Assistant
Cooks	9412	8811	Customer Service Assistant
Customer Service Assistant	8811	8811	Planner
Drivers (shuttle vehicles/ trailers)	9422	8811	Snowmobile members (Meetings & bookkeeping)
Education Program Administrator	8744	9412	BOW Staff
Enforcement Ride Alongs	9412	9412	Biological Lab Assistant
Exhibit Booth Workers	9412	9412	Biology Research Specialist
Financial Examiner Assistant	8744	9412	Block Management Assistant
Fish Culture Specialist Assistant	9412	9412	Camp Host
Fish Wildlife Biologist Assistant	9412	9412	Conservation Aide Assistant
Grants Contracts Coordinator (volunteer groups)	8744	9412	Conservation Specialist Assistant
Groundskeeper Assistant	9412	9412	Conservation Technician Assistant
Herder	9412	9412	Cooks
Historical Specialist Assistant	9412	9412	Enforcement Ride Alongs
Hunters Education Personnel	9412	9412	Exhibit Booth Workers
Instructional Coordinator	8744	9412	Fish Culture Specialist Assistant
Land Agent Assistant	8744	9412	Fish Wildlife Biologist Assistant
Mail Clerk Assistant	9412	9412	Groundskeeper Assistant
Maintenance Worker- Trails/ Site work	9422	9412	Herder
Museum Exhibit Specialist	8744	9412	Historical Specialist Assistant
Parks Management Specialist	9412	9412	Hunters Education Personnel
Planner	8811	9412	Mail Clerk Assistant
Project Facilitation Specialist	8744	9412	Parks Management Specialist
Public Relations Specialist (volunteer groups)	8744	9412	Sample Collecting
Sample Collecting	9412	9412	Survey Interviewer
Snowmobile members (Maintenance & Grooming)	9422	9412	Tour Guide
Snowmobile members (Meetings & bookkeeping)	8811	9412	Veterinarian
Survey Interviewer	9412	9412	Water Conservation Assistant
Tour Guide	9412	9422	Drivers (shuttle vehicles/ trailers)
Veterinarian	9412	9422	Maintenance Worker- Trails/ Site work
Water Conservation Assistant	9412	9422	Snowmobile members (Maintenance & Grooming)

**File Attachments for Item:**

21. Resolution No. R21-97: Budget Amendment Resolution Amending Appropriations And Revenues For The Federal Equitable Sharing Fund For Fiscal Year 2020-2021

**RESOLUTION NO. R21-97**

**BUDGET AMENDMENT RESOLUTION AMENDING APPROPRIATIONS AND REVENUES FOR THE FEDERAL EQUITABLE SHARING FUND FOR FISCAL YEAR 2020-2021**

**WHEREAS**, the City of Laurel adopted all funds revenues and appropriations for fiscal year 2020-2021 on September 1<sup>st</sup>, 2020; and

**WHEREAS**, it is necessary to amend certain budgets as required by MCA 7-6-4006 (3) and (4); and

**WHEREAS**, the increase in appropriations and revenues, in the fund, are due to unbudgeted amounts per Department of Justice Standard Operating Procedures:

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

That the City Council hereby directs the Clerk/Treasurer to amend the budget as per the attached Exhibit “A” in order to comply with MCA 7-6-4006 (3) and (4);

**BE IT FURTHER RESOLVED** that the above amendments are retroactive to June 30, 2021.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member \_\_\_\_\_.

**PASSED and APPROVED** by the City Council of the City of Laurel this 14<sup>th</sup> day of September 2021.

**APPROVED** by the Mayor this 14<sup>th</sup> day of September 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

## EXHIBIT A

### Budget Amendment Federal Equitable Sharing Fiscal Year 2020-2021

Fund 2952 – Federal Equitable Sharing

Original Revenues	\$	0.00
Amended Revenues	\$	<u>12,798.52</u>
Increase in Appropriation:	\$	12,798.52
Original Appropriation	\$	0.00
Amended Appropriation	\$	<u>6,071.38</u>
Increase in Appropriation:	\$	6,071.38

**Per the Department of Justice Standard Operating Procedures, appropriations and revenues for the Federal Equitable Sharing Fund may not be budgeted using the fiscal year budgeting process. All appropriations and revenues must be budgeted, after the end of the fiscal year, using the budget amendment process.**

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**File Attachments for Item:**

22. Resolution No. R21-98: A Resolution Adopting An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto.

**RESOLUTION NO. R21-98**

**A RESOLUTION ADOPTING AN OFFICIAL SCHEDULE OF FEES AND CHARGES  
FOR THE CITY OF LAUREL REPEALING ALL PREVIOUS RESOLUTIONS  
THAT SET FEES OR CHARGES THAT CONFLICT WITH THE  
SCHEDULE ATTACHED HERETO.**

WHEREAS, the City Council previously adopted Resolution No. R06-74 establishing the City's fees and charges for various services into a Schedule of Fees and Charges to enable citizens to have immediate access to the various fees and charges levied by the City for various services in a format that is easy to obtain and simple to understand; and

WHEREAS, the Laurel Municipal Code requires the City Council to review, modify and/or update its fees and charges on an annual basis through further Resolution of the City Council; and

WHEREAS, at the direction of the City Council, Staff prepared the attached Schedule of Fees and Charges for the City Council's consideration; and

WHEREAS, a public hearing was held on September 14, 2021 to gather public input and comments prior to adopting this Resolution.

BE IT RESOLVED, by the City Council that the City Council, that based upon the testimony and comments gathered at the public hearing that was duly advertised and noticed that the City Council finds that the Schedule of Fees and Charges is reasonable and in the best interest of the City of Laurel; and

BE IT FURTHER RESOLVED that the City Council hereby adopts the Schedule of Fees and Charges attached hereto for convenience.

Introduced at a regular meeting of the City Council on September 14, 2021 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 14<sup>th</sup> day of September 2021.

APPROVED by the Mayor this 14<sup>th</sup> day of September 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

R21-98 Resolution Approving Schedule of Fees and Charges

**CITY OF LAUREL**  
**SCHEDULE OF FEES AND CHARGES**  
**AS OF TUESDAY, SEPTEMBER 14, 2021 / RESOLUTION NO. R21-98**

**Administrative, City Attorney and Court Fees and Charges (except Library)**

Returned Check .....	\$30.00
Document Photocopying	
First 3 pages .....	No Charge
Copies in excess of 3 pages – per page .....	\$0.25
Research City Records (Per Hour).....	\$30.00
Video Tape or DVD Copy .....	First Copy \$25.00
.....	Each Additional Copy \$5.00
Dog License Fees and Renewals before April 1 (must be renewed each year)	
Spayed Female/Neutered Male .....	\$10.00
Un-spayed Female/Un-neutered Male .....	\$15.00
Dog License Renewals after April 1	
Spayed Female/Neutered Male .....	\$20.00
Un-spayed Female/Un-neutered .....	\$30.00
Dog Kennel before April 1 (must be renewed each year)	
Non-Commercial .....	\$50.00
Commercial .....	\$75.00
Business License	
General .....	\$75.00
Beer and/or Wine License.....	\$200.00
Three Apartments.....	\$30.00
Four Apartments .....	\$40.00
Five or more Apartments .....	\$75.00
Pawn Shop .....	\$100.00
Utilities.....	\$300.00
Amusement Machines.....	\$50.00
Live Music .....	\$50.00
Junk.....	\$50.00
Liquor License .....	\$406.00
Franchises .....	\$300.00
Sexually Oriented Business .....	\$500.00

**Police Department Fees and Charges**

Victims Report.....	\$5.00
Case Report .....	\$35.00
Case Report with pictures.....	\$45.00
Vehicle Accident Report (form only) .....	\$10.00
Vehicle Accident Report with pictures .....	\$25.00
Audio Recording .....	\$50.00
Vehicle Impound – Per Day 1 <sup>st</sup> week .....	\$25.00
Vehicle Impound – Per Day after 1 <sup>st</sup> week .....	\$50.00
Dog Impound Fee .....	\$30.00
Dog Boarding Fee (24 hours after notification) – Per Day.....	\$60.00
Fingerprint Card .....	\$30.00
Subsequent Fingerprint Cards – Per Card.....	\$5.00

**Fire Department Fees and Charges**

Incident Report (NFIRS Copy).....	\$30.00
Photograph Copies – Color (35mm) Prints.....	Cost of Processing + \$25.00
Photograph Copies – Enlargements.....	Cost of Processing + \$25.00
Photograph Copies – Digital (Copy of Disk).....	\$35.00
<b>Fire Suppression Fees Charged to Non-Residents or for Code or Ordinance Violations</b>	
Base Rate for First Hour of Response for working fires, rescue operations, hazmat or large scale incidents .....	\$1,100.00
Base Rate for Service Assist Calls or Minor Calls.....	\$700.00
For each Fireman .....	\$20.00/hour
Base Rate for Assist and Investigate.....	\$200.00/hour
<b>Rates for Additional Hours after the First Hour of Any Response (Time calculated from time of response to return to service.)</b>	
Engine #1 .....	\$250.00
Engine #2 .....	\$250.00
Engine #4 .....	\$200.00
Squad5.....	\$250.00
Tender #1 .....	\$75.00
Tender #2 .....	\$75.00
Support #1 .....	\$75.00
Command 1 .....	\$100.00
Command 2.....	\$100.00
Brush #1 .....	\$100.00
Brush #2.....	\$100.00
Brush #3.....	\$100.00
Brush #5 .....	\$100.00
Business inspection within jurisdiction – marketing fireworks, firecrackers and other pyrotechnics	\$200.00
<b>False Fire Alarms (per year)</b>	
First .....	Free
Second.....	\$100.00
Third.....	\$200.00
Fourth +.....	\$300.00
<b>Fire Extinguisher Training</b>	
10 Students.....	\$150.00
-Additional per student.....	\$15.00

**Ambulance Service Fees**

Paramedic Base Rate .....	\$1,400.00
Basic Base Rate .....	\$1,100.00
Mileage with Patient (per mile) .....	\$18.00
<b>Other Charges</b>	
Treat Only .....	\$180.00
Basic Disposable Supplies .....	\$170.00
Paramedic Disposable Supplies .....	\$200.00
Defibrillator Supplies.....	\$200.00
EKG Supplies.....	\$50.00
Wait Time .....	\$55.00
Extra Attendant .....	\$75.00
DOA Transport .....	\$200.00
Stand-By Rate – QRU (1 person) (per Hour).....	\$50.00
Stand-By Rate – Ambulance (2 people) (per Hour).....	\$100.00



Nebulizer.....	\$35.00
Decontamination of Ambulance .....	\$70.00
IV Supplies.....	\$50.00
Glucometer.....	\$40.00
Pulse Ox.....	\$20.00
Spinal Immobilization.....	\$50.00
Splinting.....	\$25.00
Supraglottic Airway (BVM/King) .....	\$100.00
Suction Kit .....	\$15.00
Intraosseous Kit (IO).....	\$200.00
Wound Care .....	\$20.00
Pelvic Splint (any size) .....	\$100.00
Burn Kit .....	\$50.00
Needle Decompression .....	\$100.00
ET Intubation .....	\$100.00
Capnography Monitoring .....	\$15.00
Cricothyrotomy .....	\$150.00
<b>Medication Charges</b>	
Adenosine .....	\$ 25.00
Albuterol Neb 5mg .....	\$15.00
Amiodarone.....	\$ 20.00
Aspirin.....	\$10.00
Atropine .....	\$ 30.00
Benadryl Tab 25mg.....	\$15.00
Calcium Gluconate.....	\$ 35.00
D5W Solution .....	\$20.00
D10W Solution per 1000 ml .....	\$25.00
D50W Solution .....	\$25.00
Diphenhydramine Injectable 50 mg.....	\$ 10.00
Dopamine.....	\$ 35.00
Epinephrine Injector Adult.....	\$300.00
Epinephrine Injector Pediatric .....	\$400.00
Epinephrine 1 mg/ml.....	\$30.00
Epinephrine 1:1000.....	\$ 40.00
Epinephrine 1:10000.....	\$ 20.00
Fentanyl.....	\$ 30.00
Furosemide.....	\$ 10.00
Glucagon 1mg.....	\$450.00
Haloperidol .....	\$15.00
Humidified Oxygen .....	\$90.00
Ipratropium Bromide Inhalant 2.5 ml .....	\$ 5.00
Ketamine .....	\$ 125.00
Lidocaine.....	\$ 25.00
Magnesium Sulphate .....	\$ 20.00
Midazolam .....	\$ 15.00
Morphine Sulfate per 10 mg .....	\$ 30.00
Narcan (Naloxone) per 2 mg.....	\$ 55.00
Nitro Tab .....	\$ 20.00
Nitrous Oxide Administration.....	\$ 350.00
Norepinephrine .....	\$ 80.00
NS Solution 500 cc .....	\$ 30.00

NS Solution 1000 cc .....	\$ 60.00
Ondansetron (Zolfran) Injectable 4 mg.....	\$ 15.00
Ondansetron (Zolfran) Oral 4 mg .....	\$ 2.00
Oral Glucose 30 g .....	\$ 15.00
Oxygen .....	\$ 80.00
Sodium Bicarbonate.....	\$ 50.00
Solu-Cortef 100 mg.....	\$ 75.00
Solu-Medrol 125 mg.....	\$ 20.00
Thiamine 200 mg.....	\$ 25.00
Tranexamic Acid (TXA).....	\$ 80.00
EMT Class (plus the cost of books and testing) .....	\$500.00
Advanced EMT Class (plus the cost of books and testing) .....	\$1,500.00

**Water Rates & Charges**

See current resolution (Resolution No. R11-110).

Raw (untreated) Water: Base rate as per meter size, plus \$0.40/1000 gallons.

System Development Fees (Based on Line Size):

¾ Inch .....	\$1,500.00
1 Inch .....	\$2,685.00
1¼ Inch .....	\$4,170.00
1½ Inch .....	\$6,000.00
2 Inch .....	\$10,710.00
3 Inch .....	\$24,000.00
4 Inch .....	\$42,855.00

Connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.

Curb Box Repair Insurance Fee: \$1.00/month per water account.

Utility Hook-Up Fees:

Water Tapping – Two Inches or Less .....	\$250.00
Water Tapping – Greater Than Two Inches .....	Fee x 1.25
Labor/Operator Rate Per Hour.....	\$40.00
Heavy Equipment Rate Per Hour.....	\$75.00

Other Fees for Repairs, etc.:

Frozen or Damaged Meter .....	Replacement meter or meter parts cost plus 25%
Plus the Labor/Operator Rate Per Hour.....	\$40.00
OR overtime hourly rate if called out after hours .....	\$90.00
Hydrant meter rental .....	\$476.00/month prorated plus the total usage

Utility Billing Fees and Deposits:

New Accounts or Re-Establishing an Account.....	\$25.00
Restoring Service to a Delinquent Account.....	\$50.00
Deposit for New Meter Accounts, No Service in Previous Year.....	\$150.00
Charge for check returned by bank as unpaid.....	\$30.00

**Wastewater Rates & Charges**

See current resolution (Resolution No. R11-110).

Septic dump fee..... \$40.00/minimum up to 1,000 gallons plus \$0.04/gallon thereafter;  
 (Resolution No. R15-96)..... \$40.00 cleanup fee for spillage

**System Development Fees**

System Development Fees (Based on Line Size) – Sewer  
 Residential

Each housing unit ..... \$1,000.00  
 Duplex = 2 units; Triplex = 3 units; Four-plex = 4 units; Etc.

Commercial - Based on water meter size; Includes Subdivisions for Rent or Lease

¾ Inch ..... \$1,000.00  
 1 Inch ..... \$1,790.00  
 1¼ Inch ..... \$2,780.00  
 1½ Inch ..... \$4,000.00  
 2 Inch ..... \$7,140.00  
 3 Inch ..... \$16,000.00  
 4 Inch ..... \$28,570.00

Connections to the wastewater system with water meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.

**Solid Waste Fees and Charges**

See current resolution (Resolution No. R14-34).

(Resolution No. R15-101)

**(4) Multiple Containers.** Non-residential users who use multiple containers shall be assigned a volume of use variable for each container used.

Roll Off Container Set / Reset..... \$30.00  
 Roll Off Container Haul..... \$150.00  
 Roll Off Container Cost per Ton..... Current City of Billings’ landfill rates  
 Replacement Waste Container (due to negligence)..... Cost x \$1.50  
 All Tires..... \$5.00/tire  
 Container Site Waste - Business and Non-City Residents and/or City Residents that do not use City Solid Waste Services  
     Minimum..... \$5.00  
     Per Cubic Yard..... \$10.00

**Non-Residential Garbage Disposal Rate Schedule**

See current resolution.

**Park and Recreation Fees and Charges**

Shelter Reservation ..... \$40.00  
 Special Events in Parks..... \$50.00/one day  
     ..... \$75.00/two days  
 Youth Sports in Parks ..... No Charge

Riverside Park Camping Fees	
Tent Space (per night) .....	\$10.00
Back in Space (per night) .....	\$15.00
Pull Through Space (per night).....	\$20.00
Riverside Park Building Reservation Fee	
Small Meeting Room.....	\$30.00
Large Meeting Room W/ Kitchen .....	\$300.00
Damage/Cleaning Deposit (Refundable upon Inspection) .....	\$300.00
Monthly (12) Meetings in Small Meeting Room W/ Use of Large Room Once.....	\$500.00 per year

**Library**

Photocopy Fees (per page).....	\$0.10
Printer Fees	
Black and White (per page) .....	\$0.10
Lost or Damaged Book.....	Cost
Library Cards for Non-Residents	
For Three Months (Minimum) .....	No Charge
Per Year .....	No Charge
Interlibrary Loan Postage (per item).....	\$2.00 After 3
Community Room	
Use during library hours .....	\$3.00/hour
Use after hours (per hour or any portion of an hour) .....	\$30.00
Refundable Cleaning Deposit .....	\$30.00
Library Card Replacement Fee (per Card).....	\$2.00
Fax Fees (per page).....	\$0.25 Send
.....	\$0.10 Receive

**Cemetery Fees**

(Please Note: Cemetery caretaker must be present at all interments.)

(Please Note: Burials are not permitted on Sundays, holidays or Saturday afternoons.)

City Residents	
Full Grave .....	\$350.00
Baby Grave .....	\$200.00
Non-Residents	
Full Grave .....	\$500.00
Baby Grave .....	\$250.00
Opening and Closing	
Full Grave .....	\$280.00
Full Grave on Saturday mornings .....	\$380.00
Baby Grave .....	\$200.00
Baby Grave on Saturday mornings .....	\$250.00
Cremation.....	\$150.00
Cremation on Saturday mornings .....	\$200.00
Two Cremations on single plot .....	\$225.00
Two Cremations on single plot on Saturdays .....	\$ 300.00
Set Cremation Urn at existing Headstones .....	\$10.00
Private Sale of any plot (transfer processing fee) .....	\$25.00
Disinterment fee for a full burial .....	\$300.00
Disinterment fee for cremains.....	\$225.00

<u>Planning Item</u>	<u>Fee</u>	<u>Notes</u>
Annexation into the City of Laurel (80 acres or less)	\$ 500.00	+ \$25.00/acre
Annexation into the City of Laurel (81 acres or more)	\$ 500.00	+ \$45.00/acre
Cash in Lieu of Parking spaces outside of the Central Business District	\$ 750.00	+ \$25.00/space
Conditional Use Application (Commercial)	\$ 1,250.00	
Conditional Use Application (Residential)	\$ 750.00	
Floodplain Permit	\$ 200.00	
Home Occupations	\$ 100.00	
Outdoor Seating	\$ 200.00	+ \$25.00/day
Planned Unit Development Concept Plan	\$ 750.00	
Planned Unit Development Preliminary Plan	\$ 1,250.00	+ \$50.00/acre
Planned Unit Development Final Plan	\$ 1,500.00	+ \$25.00/acre
Review of Buildings for Lease or Rent	\$ 250.00	
Site Plan Review Fee (Commercial)	\$ 500.00	
Site Plan Review Fee (Residential)	\$ 250.00	
Special Review (Commercial)	\$ 1,250.00	
Special Review (Residential)	\$ 750.00	
Special Review Applications resubmitted within one year of a withdrawal request made after the legal advertising	\$ 500.00	
Staff Research	\$ 35.00	Per Hour
Temporary Use Permit	\$ 350.00	
Vacation of Street or Alley	\$ 250.00	
Variance (Commercial)	\$ 1,250.00	
Variance (Residential)	\$ 750.00	
Variance Applications resubmitted within one year of a withdrawal request made after the legal advertising	\$ 750.00	
Zone Change	\$ 1,250.00	+ \$45.00/acre
Zone Change Applications resubmitted within 1 year of a withdrawal request made after the legal advertising	\$ 750.00	
Zoning Compliance/Verification Letter	\$ 125.00	
Zoning Map Amendment	\$ 1,500.00	+ \$45.00/acre

<u>Subdivision Item</u>	<u>Subdivision Fee</u>	<u>Notes</u>
Corrections or Adjustments to Plats, Conditions, and Supporting Documents after Preliminary Plat Approval:	\$ 250.00	
Corrections or Vacations of Recorded Final Subdivision Plats or Supporting Documents	\$ 250.00	
Exempt Subdivision	\$ 200.00	
Final Plat (Minor)	\$ 1,250.00	
Final Plat, Major Subdivision, 6 to 40 lots	\$ 1,500.00	
Final Plat, Major Subdivision, 41 to 200 lots	\$ 2,250.00	
Final Plat, Major Subdivision, Over 200 lots	\$ 3,000.00	
Major Adjustments for Minor Subdivisions	\$ 500.00	
Major Adjustments for Major Subdivision, 6 to 40 lots	\$ 1,250.00	
Major Adjustments for Major Subdivision, 41 to 200 lots	\$ 1,750.00	
Major Adjustments for Major Subdivision, Over 200 lots	\$ 2,250.00	
Minor Adjustments, Major and Minor Subdivisions	\$ 250.00	
Pre-Application Meeting	\$ 500.00	+ \$25.00/lot
Preliminary Plat (Minor)	\$ 1,750.00	+ \$50.00/lot
Preliminary Plat, Major Subdivision, 6 to 40 lots	\$ 2,000.00	+ \$25.00/lot
Preliminary Plat, Major Subdivision, 41 to 200 lots	\$ 2,750.00	+ \$25.00/lot
Preliminary Plat, Major Subdivision, Over 200 lots	\$ 3,500.00	+ \$25.00/lot
Subdivision for Rent or Lease, Final Plan	\$ 1,000.00	
Subdivision for Rent or Lease, Preliminary Plan	\$ 1,500.00	
<b>All Appeals the same as the Application Fee</b>		

<b>Building Permit</b>	<b>Fee</b>	<b>Notes</b>
Additional Plan Review required by changes, additions or revisions to plans (minimum charge - one half hour)	\$ 47.00	Per Hour
Additional Re-Inspection Fee	\$ 50.00	
Building Permit	-	See Appendix A
Demolition Permit	-	See Appendix A
Encroachment Permit	\$ 100.00	
Fence Permit	\$ 75.00	
Fire Inspection (includes one follow up inspection)	\$ 50.00	
Mobile Home Blocking Permit (includes two-meter inspections)	\$ 75.00	
Moving Permit	\$ 200.00	
Photocopies (over 3 pages)	\$ 0.25	Per Page
Plan Review (Commercial)	-	65% of Building Permit Fee
Plan Review (Residential)	-	50% of Building Permit Fee
Plotter Photocopies	\$ 7.00	Per page
Right-of-way Excavation Permit (Gravel)	\$ 100.00	
Right-of-way Excavation Permit (Paved)	\$ 150.00	
Roofing Permit (Commercial)	\$ 200.00	
Roofing Permit (Residential)	\$ 100.00	
Sidewalk, Driveway Approach, Curb & Gutter Permit	\$ 100.00	
Sign Permit	-	See Appendix A
Sign Plan Review Fees	-	50% of Sign Permit Fee
Temporary Sign Permit	\$ 50.00	
Temporary Structure Permit	\$ 100.00	

**APPENDIX A: BUILDING PERMIT FEES**

Building permit fees are determined by the total valuation of the project. For new construction and additions, the total valuation is determined by the most recent Valuation data as published by the International Code Council. For remodel projects, the total valuation is based on the documented project cost. (RPR is Residential Plan Review, CPR is Commercial Plan Review)

Valuation	BP Fee	RPR Fee	CPR Fee	Valuation	BP Fee	RPR Fee	CPR Fee
\$1 - \$500	\$ 36.00	\$ 18.00	\$ 23.40	\$22,001 - \$23,000	\$ 544.50	\$ 272.25	\$ 353.93
\$501 - \$600	\$ 40.50	\$ 20.25	\$ 26.33	\$23,001 - \$24,000	\$ 565.50	\$ 282.75	\$ 367.58
\$601 - \$700	\$ 45.00	\$ 22.50	\$ 29.25	\$24,001 - \$25,000	\$ 586.50	\$ 293.25	\$ 381.23
\$701 - \$800	\$ 49.50	\$ 24.75	\$ 32.18	\$25,001 - \$26,000	\$ 601.50	\$ 300.75	\$ 390.98
\$801 - \$900	\$ 54.00	\$ 27.00	\$ 35.10	\$26,001 - \$27,000	\$ 616.50	\$ 308.25	\$ 400.73
\$901 - \$1,000	\$ 58.50	\$ 29.25	\$ 38.03	\$27,001 - \$28,000	\$ 633.00	\$ 316.50	\$ 411.45
\$1,001 - \$1,100	\$ 63.00	\$ 31.50	\$ 40.95	\$28,001 - \$29,000	\$ 648.00	\$ 324.00	\$ 421.20
\$1,101 - \$1,200	\$ 67.50	\$ 33.75	\$ 43.88	\$29,001 - \$30,000	\$ 663.00	\$ 331.50	\$ 430.95
\$1,201 - \$1,300	\$ 72.00	\$ 36.00	\$ 46.80	\$30,001 - \$31,000	\$ 678.00	\$ 339.00	\$ 440.70
\$1,301 - \$1,400	\$ 76.50	\$ 38.25	\$ 49.73	\$31,001 - \$32,000	\$ 693.00	\$ 346.50	\$ 450.45
\$1,401 - \$1,500	\$ 81.00	\$ 40.50	\$ 52.65	\$32,001 - \$33,000	\$ 708.00	\$ 354.00	\$ 460.20
\$1,501 - \$1,600	\$ 85.50	\$ 42.75	\$ 55.58	\$33,001 - \$34,000	\$ 723.00	\$ 361.50	\$ 469.95
\$1,601 - \$1,700	\$ 90.00	\$ 45.00	\$ 58.50	\$34,001 - \$35,000	\$ 738.00	\$ 369.00	\$ 479.70
\$1,701 - \$1,800	\$ 94.50	\$ 47.25	\$ 61.43	\$35,001 - \$36,000	\$ 753.00	\$ 376.50	\$ 489.45
\$1,801 - \$1,900	\$ 99.00	\$ 49.50	\$ 64.35	\$36,001 - \$37,000	\$ 768.00	\$ 384.00	\$ 499.20
\$1,901 - \$2,000	\$ 103.50	\$ 51.75	\$ 67.28	\$37,001 - \$38,000	\$ 784.50	\$ 392.25	\$ 509.93
\$2,001 - \$3,000	\$ 124.50	\$ 62.25	\$ 80.93	\$38,001 - \$39,000	\$ 799.50	\$ 399.75	\$ 519.68
\$3,001 - \$4,000	\$ 145.50	\$ 72.75	\$ 94.58	\$39,001 - \$40,000	\$ 814.50	\$ 407.25	\$ 529.43
\$4,001 - \$5,000	\$ 166.50	\$ 83.25	\$ 108.23	\$40,001 - \$41,000	\$ 829.50	\$ 414.75	\$ 539.18
\$5,001 - \$6,000	\$ 187.50	\$ 93.75	\$ 121.88	\$41,001 - \$42,000	\$ 844.50	\$ 422.25	\$ 548.93
\$6,001 - \$7,000	\$ 208.50	\$ 104.25	\$ 135.53	\$42,001 - \$43,000	\$ 859.50	\$ 429.75	\$ 558.68
\$7,001 - \$8,000	\$ 229.50	\$ 114.75	\$ 149.18	\$43,001 - \$44,000	\$ 874.50	\$ 437.25	\$ 568.43
\$8,001 - \$9,000	\$ 250.50	\$ 125.25	\$ 162.83	\$44,001 - \$45,000	\$ 889.50	\$ 444.75	\$ 578.18
\$9,001 - \$10,000	\$ 271.50	\$ 135.75	\$ 176.48	\$45,001 - \$46,000	\$ 904.50	\$ 452.25	\$ 587.93
\$10,001 - \$11,000	\$ 292.50	\$ 146.25	\$ 190.13	\$46,001 - \$47,000	\$ 919.50	\$ 459.75	\$ 597.68
\$11,001 - \$12,000	\$ 313.50	\$ 156.75	\$ 203.78	\$47,001 - \$48,000	\$ 934.50	\$ 467.25	\$ 607.43
\$12,001 - \$13,000	\$ 334.50	\$ 167.25	\$ 217.43	\$48,001 - \$49,000	\$ 949.50	\$ 474.75	\$ 617.18
\$13,001 - \$14,000	\$ 355.50	\$ 177.75	\$ 231.08	\$49,001 - \$50,000	\$ 964.50	\$ 482.25	\$ 626.93
\$14,001 - \$15,000	\$ 376.50	\$ 188.25	\$ 244.73	\$50,001 - \$51,000	\$ 979.50	\$ 489.75	\$ 636.68
\$15,001 - \$16,000	\$ 397.50	\$ 198.75	\$ 258.38	\$51,001 - \$52,000	\$ 994.50	\$ 497.25	\$ 646.43
\$16,001 - \$17,000	\$ 418.50	\$ 209.25	\$ 272.03	\$52,001 - \$53,000	\$ 1,009.50	\$ 504.75	\$ 656.18
\$17,001 - \$18,000	\$ 439.50	\$ 219.75	\$ 285.68	\$53,001 - \$54,000	\$ 1,024.50	\$ 512.25	\$ 665.93
\$18,001 - \$19,000	\$ 460.50	\$ 230.25	\$ 299.33	\$54,001 - \$55,000	\$ 1,039.50	\$ 519.75	\$ 675.68
\$19,001 - \$20,000	\$ 481.50	\$ 240.75	\$ 312.98	\$55,001 - \$56,000	\$ 1,054.50	\$ 527.25	\$ 685.43
\$20,001 - \$21,000	\$ 502.50	\$ 251.25	\$ 326.63	\$56,001 - \$57,000	\$ 1,069.50	\$ 534.75	\$ 695.18
\$21,001 - \$22,000	\$ 523.50	\$ 261.75	\$ 340.28	\$57,001 - \$58,000	\$ 1,084.50	\$ 542.25	\$ 704.93



Valuation	BP Fee	RPR Fee	CPR Fee
\$58,001 - \$59,000	\$ 1,060.50	\$ 530.25	\$ 689.33
\$59,001 - \$60,000	\$ 1,071.00	\$ 535.50	\$ 696.15
\$60,001 - \$61,000	\$ 1,081.50	\$ 540.75	\$ 702.98
\$61,001 - \$62,000	\$ 1,092.00	\$ 546.00	\$ 709.80
\$62,001 - \$63,000	\$ 1,102.50	\$ 551.25	\$ 716.63
\$63,001 - \$64,000	\$ 1,113.00	\$ 556.50	\$ 723.45
\$64,001 - \$65,000	\$ 1,123.50	\$ 561.75	\$ 730.28
\$65,001 - \$66,000	\$ 1,134.00	\$ 567.00	\$ 737.10
\$66,001 - \$67,000	\$ 1,144.50	\$ 572.25	\$ 743.93
\$67,001 - \$68,000	\$ 1,155.00	\$ 577.50	\$ 750.75
\$68,001 - \$69,000	\$ 1,165.50	\$ 582.75	\$ 757.58
\$69,001 - \$70,000	\$ 1,176.00	\$ 588.00	\$ 764.40
\$70,001 - \$71,000	\$ 1,186.50	\$ 593.25	\$ 771.23
\$71,001 - \$72,000	\$ 1,197.00	\$ 598.50	\$ 778.05
\$72,001 - \$73,000	\$ 1,207.50	\$ 603.75	\$ 784.88
\$73,001 - \$74,000	\$ 1,218.00	\$ 609.00	\$ 791.70
\$74,001 - \$75,000	\$ 1,228.50	\$ 614.25	\$ 798.53
\$75,001 - \$76,000	\$ 1,239.00	\$ 619.50	\$ 805.35
\$76,001 - \$77,000	\$ 1,249.50	\$ 624.75	\$ 812.18
\$77,001 - \$78,000	\$ 1,260.00	\$ 630.00	\$ 819.00
\$78,001 - \$79,000	\$ 1,270.50	\$ 635.25	\$ 825.83
\$79,001 - \$80,000	\$ 1,281.00	\$ 640.50	\$ 832.65
\$80,001 - \$81,000	\$ 1,291.50	\$ 645.75	\$ 839.48
\$81,001 - \$82,000	\$ 1,302.00	\$ 651.00	\$ 846.30
\$82,001 - \$83,000	\$ 1,312.50	\$ 656.25	\$ 853.13
\$83,001 - \$84,000	\$ 1,323.00	\$ 661.50	\$ 859.95
\$84,001 - \$85,000	\$ 1,333.50	\$ 666.75	\$ 866.78
\$85,001 - \$86,000	\$ 1,344.00	\$ 672.00	\$ 873.60
\$86,001 - \$87,000	\$ 1,354.50	\$ 677.25	\$ 880.43
\$87,001 - \$88,000	\$ 1,365.00	\$ 682.50	\$ 887.25
\$88,001 - \$89,000	\$ 1,375.50	\$ 687.75	\$ 894.08
\$89,001 - \$90,000	\$ 1,386.00	\$ 693.00	\$ 900.90
\$90,001 - \$91,000	\$ 1,396.50	\$ 698.25	\$ 907.73
\$91,001 - \$92,000	\$ 1,407.00	\$ 703.50	\$ 914.55
\$92,001 - \$93,000	\$ 1,417.50	\$ 708.75	\$ 921.38
\$93,001 - \$94,000	\$ 1,428.00	\$ 714.00	\$ 928.20
\$94,001 - \$95,000	\$ 1,438.50	\$ 719.25	\$ 935.03
\$95,001 - \$96,000	\$ 1,449.00	\$ 724.50	\$ 941.85
\$96,001 - \$97,000	\$ 1,459.50	\$ 729.75	\$ 948.68
\$97,001 - \$98,000	\$ 1,470.00	\$ 735.00	\$ 955.50
\$98,001 - \$99,000	\$ 1,480.50	\$ 740.25	\$ 962.33
\$99,001 - \$100,000	\$ 1,491.00	\$ 745.50	\$ 969.15

\$100,001 - \$500,000: \$1491.00 for the first \$100,000, plus \$6.40 for each additional \$1,000 or portion thereof.

\$500,001 - \$1,000,000: \$4,051.00 for the first \$500,000 plus \$5.47 for each additional \$1,000 or portion thereof.

\$1,000,000 and up: \$6,239.00 for the first \$1,000,000 plus \$4.58 for each additional \$1,000 or portion thereof.

Residential Plan Review = 50% of Permit Fee

Commercial Plan Review = 65% of Permit Fee

**If work has started prior to issuance of a permit, the Building Permit Fee will double.**

**File Attachments for Item:**

23. Resolution No. R21-99: A Resolution Of The City Council Approving An Application For Special Review For Project Telephone Authorizing The Construction Of A Fiberoptic Hut At 1013 8th Avenue, City Of Laurel.

**RESOLUTION NO. R21-99**

**A RESOLUTION OF THE CITY COUNCIL APPROVING AN APPLICATION FOR SPECIAL REVIEW FOR PROJECT TELEPHONE AUTHORIZING THE CONSTRUCTION OF A FIBEROPTIC HUT AT 1013 8<sup>TH</sup> AVENUE, CITY OF LAUREL.**

WHEREAS, Project Telephone (“Applicant”), on behalf of the property owner, submitted a Special Review Application for the above-described property which is currently zoned Residential 7500 (R-7500) and is located within the City of Laurel; and

WHEREAS, the Applicant desires to construct and locate a fiberoptic utility hut on the property to enable applicant to install a transport fiber optic cable from its existing facilities in Absarokee, Columbus, Park City, through Laurel to its facilities located on the Billings West End; and

WHEREAS, the Applicant entered into a long term lease with the property owner to enable it to construct, maintain and operate the fiberoptic utility hut on the property; and

WHEREAS, the Laurel Municipal Code authorizes such action upon 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 (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 must be applied for within six (6) months of this approval.
2. Construction of the structure and site must be completed within one (1) calendar year of this approval.
3. The operation of the site shall not be done in such a manner as to be a nuisance.
4. The site shall be screened by an appropriate landscaping or site obscuring material as approved by City Staff.
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 special review shall submit additional documentation to the City for subsequent processing and approval or denial.
7. Curb, gutter, and sidewalk shall be constructed along the road frontage of the 50’x50’ area developed as part of the special review.

WHEREAS, a public hearing was held on September 14, 2021, at the City Council Meeting;

WHEREAS, the City Council of the City of Laurel hereby finds, based on 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 Project Telephone to construct, maintain and operate a fiberoptic utility hut on the property located at 1013 8<sup>th</sup> Avenue, Laurel, Montana; 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 and the Staff Report.

FINALLY, BE IT RESOLVED, the Application, Staff Report and all attachments thereto are hereby incorporated as part of this resolution.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 14<sup>th</sup> day of September 2021.

APPROVED by the Mayor this 14<sup>th</sup> day of September 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

CITY HALL  
115 W. 1<sup>ST</sup> 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: Project Telephone  
Legal Description: [S09, T02 S, R24 E, C.O.S. 68, \(.77 ACRES\)](#)  
General Address: Corner of W Maryland Ln and 8<sup>th</sup> Ave  
Owner of Tract: Karl Morledge  
Mailing Address: 2706 Minnesota Ave Billings Mt 59101  
Phone Number: 406-620-7011  
Email Address: [jim.tuell@nemont.coop](mailto:jim.tuell@nemont.coop)

General Description of the requested Special Review:  
Project Telephone wishes to place an 8'x12' hut for housing of electronics for fiber optic transport facilities. 50'x50' area will be fenced, graveled and gated.

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Timeline for development:  
Construction to be completed in 2021 and will operate facilities indefinitely. Lease from landowner would be for 30 years, unless otherwise specified.

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: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY HALL**  
115 W. 1<sup>ST</sup> 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

## Instructions for Special Review Applications

Special Review applications are reviewed by the Laurel City-County Planning Board, which acts as the City Zoning Commission for Special Reviews. The Zoning Commission shall make a recommendation to the Laurel City Council for final approval, approval with conditions, or denial of the application. The City Council has the final authority to grant or deny application requests.

1. Applications must be received on or before the 1<sup>st</sup> of the month to be considered at the following month's meeting.
2. Application forms and supporting documents must be completely filled out, printed legibly or typed, with sufficient detail for the Zoning Commission and City Council to make a decision on the matter.
3. If new construction or a change in the use of the property is contemplated, building and/or development plans shall be submitted with the application.
4. Applications must be submitted to the Planning Department with the applicable fee as noted in the most recent Schedule of Fees.
5. A public hearing is required to be held for all Special Review applications.
6. The City will notify all property owners listed within the 300-foot radius and a legal ad will be published at least 15 days prior to the public hearing.
7. The Laurel Zoning Commission meets the 3<sup>rd</sup> Wednesday of the month at 5:35PM at the Laurel City Council Chambers. The applicant or a representative of the applicant must be present at the public hearing.
8. Recommendations of the Laurel City-County Planning Board shall be provided to the Laurel City Council for their review and final Approval, Conditional Approval, or Denail of the application.

**CAUTION**

KNOWN UTILITY LINES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. ALL EXACT LOCATIONS ARE TO BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

(ONE CALL - DIAL 811)

# STAKING SHEET & PLANT RECORD

State: Montana  
County: Yellowstone  
Range: 24E  
Twp: 2S    **Sec: 09**

Nemont Telephone Coop. Inc.

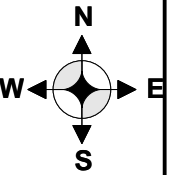
Staked By: -	Date: -
As-Built By: -	Date: -
Revised By: -	Date: -
Revised By: -	Date: -

Nemont Telephone Cooperative, Inc.

61 Highway 13 South  
P.O. Box 600  
Scobey, MT 59263  
Phone: 1-800-636-6680 Fax: 1-406-783-5283

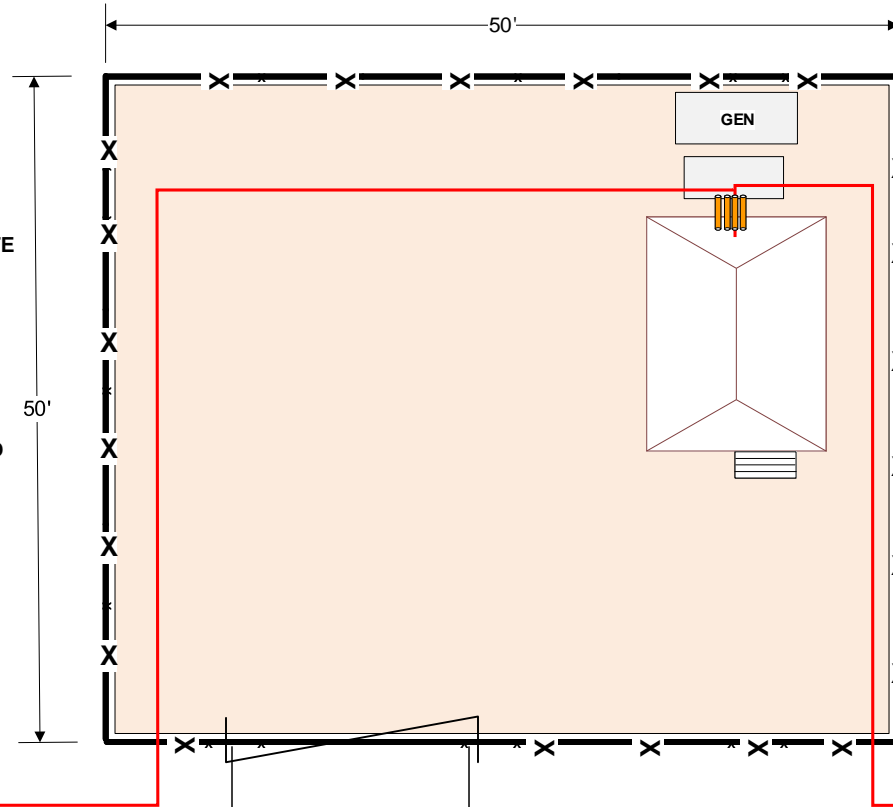
**As Staked**  
**Project Telephone**

Name: Laurel Hut Site Plan  
WO: P220-0001-ABSK-BLNG  
Exch: Billings  
ROW: Private  
Section: 9    **Rev# - P**

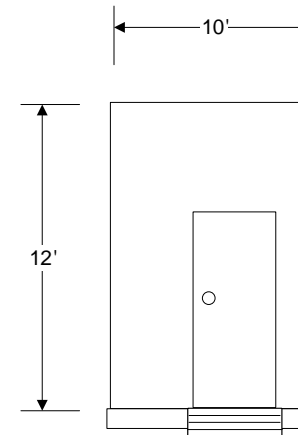


- LOT WILL BE GRAVELED AND WEED FREE
- PERIMETER BLACK CHAIN LINK FENCING
- BACK UP GENERATOR WILL BE ON CONCRETE PAD
- BUILDING WILL BE ON FOUNDATION
- CITY SET BACKS WILL BE FOLLOWED
- BUILDING WILL BE SUPPLIED WITH GAS AND POWER

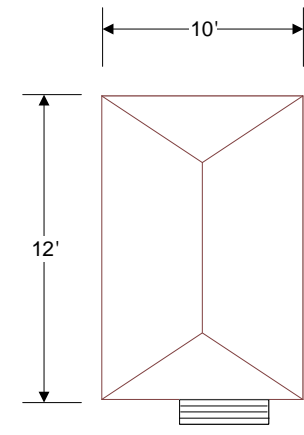
DRAWING IS NOT TO SCALE



Side View



Aerial View



BFO 288

BFO 288

WEST MARYLAND AVE



**CAUTION**

KNOWN UTILITY LINES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. ALL EXACT LOCATIONS ARE TO BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

(ONE CALL - DIAL 811)

**STAKING SHEET & PLANT RECORD**

State: Montana  
County: Yellowstone  
Range: 24E  
Twp: 2S 9

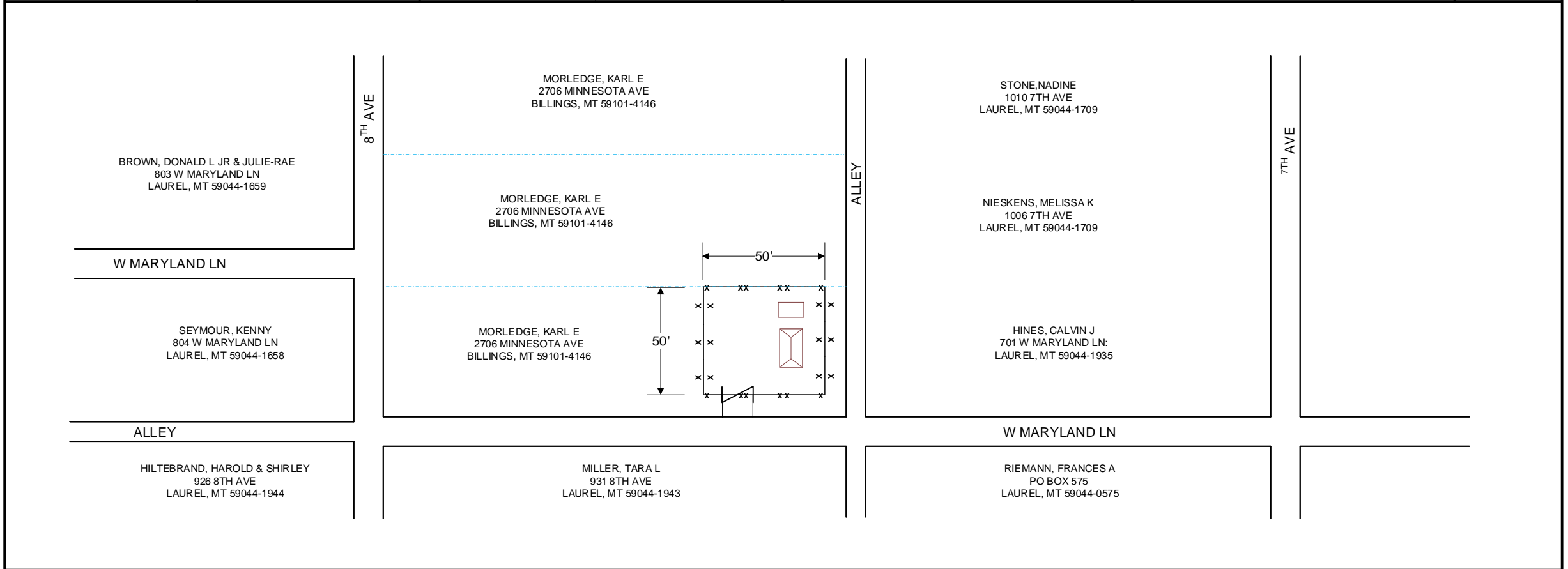
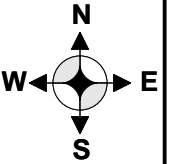
Nemont Telephone Coop. Inc.	
Staked By: -	Date: -
As-Built By: -	Date: -
Revised By: -	Date: -
Revised By: -	Date: -

Nemont Telephone Cooperative, Inc.  
61 Highway 13 South  
P.O. Box 600  
Scobey, MT 59263  
Phone: 1-800-636-6680 Fax: 1-406-783-5283

**As Staked  
Project Telephone**

Name: Laurel Hut Location  
WO: P220-0001-ABSK-BLNG  
Exch: Billings  
Route: Private  
ROW: 9  
Section: 9

Rev# - P

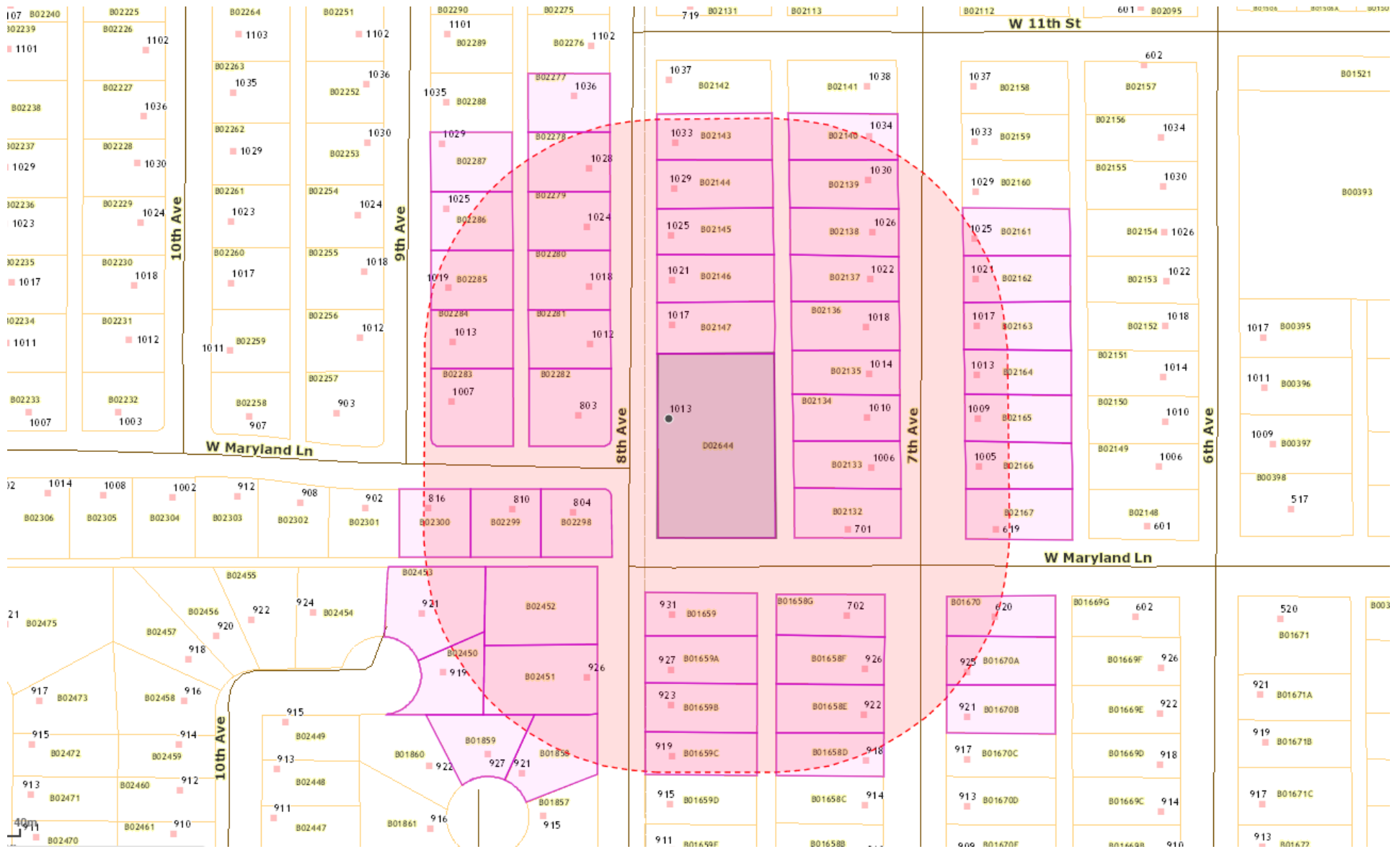


**DRAWING IS NOT TO SCALE  
PROPERTY LINES ARE APPROXIMATE**

List of Property Owners within 300ft of 1013 8<sup>th</sup> Avenue, 8/13/2021

Owner name	Tax Code	Legal Description	Address
BROWN, DONALD L JR & JULIE-RAE	B02282	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 14	803 W MARYLAND LN
CAUFIELD ROCKY R & SANDRA	B02164	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 33 - 34	1013 7TH AVE
CERNOHLAVEK, JERRY W & COLLEEN A	B02146	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 29 - 30	1021 8TH AVE
CHARON, BRIAN	B02300	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 8, Lot 3	816 W MARYLAND LN
CLAVADETSCHER, KEIL J	B02283	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 15	1007 9TH AVE
CONRAD, MOLLY	B02138	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 13 - 14	1026 7TH AVE
DETIENNE, MARTIN E & MAXINE M	B02281	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 13	1012 8TH AVE
EDGMOND, BRENT S & MARTHA L	B01658F	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 13 - 14	926 7TH AVE
FAW, TAMIE J	B02277	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 9	1036 8TH AVE
FERGUSON, RUTH ANN	B02147	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 31 - 32	1017 8TH AVE
FORSBERG, PEGGY S	B02162	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 29 - 30	1021 7TH AVE
GAUTHIER, PEGGY	B02161	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 27 - 28	1025 7TH AVE
GIBSON, CODY M & AMANDA M	B02280	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 12	1018 8TH AVE
HARKINS, ELIZABETH ANN (RLE)	B02137	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 11 - 12	1022 7TH AVE
HARMON, TOM & BARBARA	B02284	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 16	1013 9TH AVE
HATTEN, DAVID E & BRENDA L	B02135	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 7 - 8	1014 7TH AVE
HENRY, CYNTHIA L	B01670A	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 6, Lot 19 - 20	925 7TH AVE
HILTABRAND, HAROLD & SHIRLEY	B02451	WILLOW CREEK SUBD, S08, T02 S, R24 E, BLOCK 2, Lot 9	926 8TH AVE
HILTABRAND, TOBY R	B01858	CASA LINDA SUBD, S08, T02 S, R24 E, BLOCK 1, Lot 4	921 CASA LINDA CIR
HILTEBRAND, HAROLD & SHIRLEY	B02452	WILLOW CREEK SUBD, S08, T02 S, R24 E, BLOCK 2, Lot 10	8TH AVE
HINES, CALVIN J	B02132	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 1 - 2	701 W MARYLAND LN
JANSMA, FRANCES N	B02167	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 39 - 40	619 W MARYLAND LN
JENSEN, BRANDON & MONICA	B02279	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 11	1024 8TH AVE
JEROME & HAZEL KLEIN LIVING TRUST	B02145	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 27 - 28	1025 8TH AVE

KRAITER, DARYL L	B01659C	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 23 - 24	919 8TH AVE
KRAITER, MICHAEL J	B01658D	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 9 - 10	918 7TH AVE
KRAUSE, E BRADLEY & JEANETTE G	B01670	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 6, Lot 17 - 18	620 W MARYLAND LN
KULESA, KENT	B02299	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 8, Lot 2	810 W MARYLAND LN
LEBRUN, LARRY W & PEGGY SUE	B02450	WILLOW CREEK SUBD, S08, T02 S, R24 E, BLOCK 2, Lot 8	919 10TH AVE
LUGO, VICTOR	B02139	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 15 - 16	1030 7TH AVE
MANLEY, BYRNE J III	B02136	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 9 - 10	1018 7TH AVE
MCCUE, SCOTT R & AMEE E	B01659A	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 19 - 20	927 8TH AVE
MERCIER, CODY	B01859	CASA LINDA SUBD, S08, T02 S, R24 E, BLOCK 1, Lot 5	927 CASA LINDA CIR
MILLER, TARA L	B01659	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 17 - 18	931 8TH AVE
MORLEDGE, KARL E	D02644	S09, T02 S, R24 E, C.O.S. 68, (.77 ACRES)	1013 8TH AVE
MOSBY, BLAINE M & KERI A	B02453	WILLOW CREEK SUBD, S08, T02 S, R24 E, BLOCK 2, Lot 11	921 10TH AVE
NELSON, JAMES R	B02140	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 17 - 18	1034 7TH AVE
NIESKENS, MELISSA K	B02133	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 3 - 4	1006 7TH AVE
O'DONNELL, LEE ANN	B02166	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 37 - 38	1005 7TH AVE
REHLING, VICKI L	B02144	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 25 - 26	1029 8TH AVE
RIEMANN, FRANCES A	B01658G	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 15 - 16	702 W MARYLAND LN
RISTE, KEVIN D & BECCI J	B01658E	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 11 - 12	922 7TH AVE
RUBASH, SHERRI L	B02278	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 10	1028 8TH AVE
SEYMOUR, KENNY &	B02298	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 8, Lot 1	804 W MARYLAND LN
SKAW, MATTHEW D & SHANELL D	B01659B	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 21 - 22	923 8TH AVE
SMITH, DARRELL R & RACHEL A	B02285	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 17	1019 9TH AVE
SNOWDEN, SCOTT F & MANDY L	B02287	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 19	1029 9TH AVE
STONE, NADINE	B02134	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 5 - 6	1010 7TH AVE
VOORHIS, RENEE &	B01670B	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 6, Lot 21 - 22	921 7TH AVE
WHITFIELD, WANDA LEE &	B02165	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 35 - 36	1009 7TH AVE
WIESNER, EUGENE F & MARIA P	B02286	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 18	1025 9TH AVE
WILKE, IRVING H & PAMELA K	B02163	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 31 - 32	1017 7TH AVE
WISECUP, MIKE S & GAYLE A	B02143	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 23 - 24	1033 8TH AVE





# Project Telephone Company

*Discover Us*

8/10/2021

City of Laurel  
PO Box 10  
115 W. 1<sup>st</sup> Street  
Laurel, MT 59044

RE: City of Laurel Hut location

Dear sirs;

This is a brief detail and scope of the work to be performed along 8<sup>th</sup> Ave and W Maryland Ln in Laurel, MT.

Project Telephone is bringing a transport fiber optic cable from our existing facilities in Absarokee through Columbus, Park City, Laurel and into our facilities on the Billings west end. We will have a hut in Columbus, Park City and need to have one in Laurel. This building or hut will regenerate the fiber optic light.

I have been working with Nick Altonaga, CFM, your Planning Director in searching for a lot or tract of land that will fit our needs.

The tract size needed is 50' x 50'. The building size is approximately 8'x12', similar in dimensions to a storage shed. It will be placed on a similar sized concrete foundation or pad. It will have power and natural gas ran to it. The 50'x50' tract will be fenced with black chain link fence and slatted if required. It will have a gate to allow vehicles egress into the lot. The interior of the lot will be graveled and free of vegetation. Snow removal will be done by Project Telephone. It will have a generator back up placed alongside the building on a concrete pad.

I understand that the City is looking for a new location for their booster pump station. The remainder of this lot would make a great location. I also know that the owner is willing to talk about this.

Please see attached staking sheets and supporting documents. Feel free to call with any questions. Thank you for this consideration.

Jim Tuell

OSP Engineer / ROW Agent  
Project Telephone Company  
Office (406) 783-2344  
Cell (406) 620-7011

---

**2457 Main St ▪ P.O. Box 8 ▪ Worden, MT 59088-0008**  
**(406) 967-5555 ▪ Fax (406) 967-5112**

## Chapter 17.21 - TELECOMMUNICATIONS TOWERS AND ANTENNAE\*

### Sections:

#### 17.21.010 - Intent.

This chapter is established to regulate the placement of telecommunications towers and antennae within the Laurel zoning jurisdictional area (one mile outside the municipal limits).

(Ord. 01-2 (part), 2001)

#### 17.21.020 - Standards for amateur radio antenna support structures.

A. Definitions. For the purposes of this chapter, the terms used shall be defined as follows:

"Amateur Radio Antenna" means a ground, building or tower-mounted antenna operated by a federally licensed amateur radio operator as part of the Amateur Radio Service, 49 CFR § 97 and as designed by the Federal Communications Commission (FCC).

"Amateur Radio Antenna Support Structure" means any structure or device specifically designed, constructed and/or erected for the purpose of attaching, mounting or otherwise affixing amateur radio antennae. The term includes the structure and any support thereto.

"Antenna Support Structure Height" means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure including any attached antennae. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height.

B. General Provisions. All amateur radio towers shall comply with the following requirements:

1. Amateur radio antenna support structures and antennae shall be located only within the rear yard and shall not be placed within any required setback and shall be located so as to minimize their impact on adjacent residential properties and adjacent rights-of-way while maintaining acceptable signal quality.
2. Amateur radio antenna structures and antennae exceeding six feet in height above grade (if ground-mounted) or above the roof or ridge of the building on which they are located (if building-mounted), shall require a building permit if located within the municipal limits of Laurel. If located within one mile of such municipal limits, applicants must provide evidence to the Laurel Code Enforcement Office that the device is adequately anchored, designed, and/or constructed so as to safeguard the general public and/or adjacent property from damaged in the event of failure of the device.
3. It is recommended that amateur radio antenna support structures be designed, installed, and maintained so as to blend into the surrounding environment through the use of color and alternative designs, except in instances where the color is dictated by the Federal Aviation Administration (FAA).
4. In accordance with the FCC's preemptive ruling PRB1, 101 FCC 2d 952 (1985), antenna support structures erected for the primary purpose of supporting amateur radio antennae may exceed height limitations of the underlying zoning.
5. Attachments to amateur radio antenna support structures, such as guy wires, shall not cross any property line or any existing or proposed easement.
6. No lighting shall be permitted on any amateur radio antenna support structures except as mandated by the FAA.
7. No signage (other than required warning signs) or displays of any type shall be permitted on any amateur radio antenna support structure.

- C. Applicability. All amateur radio support structures and antennae located within the City of Laurel or its surrounding zoning jurisdictional area whether upon private or public lands shall be subject to this chapter. This chapter shall apply to amateur radio antenna support structures and antennae upon state and federal lands to the extent of the city's jurisdiction by way of law, pursuant to any memoranda of understanding or otherwise. Only the following facilities shall be exempted from the application of this chapter: Pre-existing amateur radio antenna support structures or antennae. Pre-existing amateur radio antenna support structures and pre-existing amateur radio antennae shall not be required to meet the requirements of this chapter, so long as said pre-existing antenna support structures and antennae have received all required approvals, permits, and exceptions prior to adoption of this chapter.

(Ord. 01-2 (part), 2001)

17.21.030 - Standards for wireless communications facilities.

- A. Purpose. The purpose of this chapter is to establish regulations for the siting of antenna support structures and antennae on public and private property. The goals of this section are to:
1. Encourage the location of antenna support structures in non-residential areas and minimize the total number of antenna support structures throughout the community;
  2. Strongly encourage the joint use of new and existing antenna support structures;
  3. Require wireless communication facilities to be located, to the extent possible, in areas where the adverse impact on the community is minimal;
  4. Require wireless communication facilities to be configured in a way that minimizes the adverse visual impact of the towers and antennae; and
  5. Enhance the ability of the providers of wireless communication services to provide such services to the community, as quickly, effectively, and efficiently as possible.
- B. Definitions.

"Abandoned antenna support structures" means any antennae or antenna support structures that are not utilized for the provision of wireless communications services for a continuous period of six months shall be considered abandoned.

"Alternative antennae support structure" means an antenna support structure designed to shield, conceal, or disguise the presence of antennae or towers and blend with the surrounding setting. Alternative structures may include, but are not limited to, unobtrusive architectural features on new or existing structures, utility poles, clock towers, flagpoles, and church steeples.

"Antenna" means any structure or device used for the purpose of collecting or transmitting electromagnetic waves, including but not limited to directional antennae, such as panels, microwaves dishes, and satellite dishes, and omni-directional antennae, such as whip antennae but not including satellite earth stations.

"Antenna support structure" means any structure or device specifically designed, constructed and/or erected for the purpose of attaching, mounting, or otherwise affixing antennae. Antenna support structures may include, but are not limited to, self-supporting lattice towers, guyed towers, or monopole towers. The term also includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative antenna support structures, and the like. The term includes the structure and any support thereto. Land mobile radio and radio and television antenna support structures are regulated under Section 17.21.040 of this chapter.

"Antenna support structure height" means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure including any attached antennae. If the support structure is on a sloped grade, then the average between the highest and lowest grades

shall be used in calculating the antenna height. The height of roof-mounted antenna support structure height of building on which they are mounted.

"Antenna or Tower farm" means an antenna or tower farm is a tract of land that contains no more than three antenna support structures within seven hundred fifty linear feet of each other. No antenna support structures located in tower farms shall exceed one hundred ninety-nine feet in height. Legal tracts must be adjacent to each other to be included in this definition.

"Co-location" means the use of a wireless communications facility by more than one wireless communications provider.

"Commercial wireless communication services" means licensed commercial wireless telecommunication services including cellular, personal communications services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

"Equipment enclosure" means a structure, shelter, cabinet, or vault used to house and protect the electronic equipment necessary for processing wireless communication signals. Associated equipment may include air conditioning, backup power supplies, and emergency generators.

"Wireless communication facility" means an unstaffed facility for the transmission and/or reception of radio frequency (RF), microwave or other signals for commercial communications purposes, typically consisting of an equipment enclosure, an antenna support structure and one or more antennae. Amateur radio, land mobile radio, and commercial radio and television facilities are excluded from this definition.

"FAA" means the Federal Aviation Administration.

"FCC" means the Federal Communication Commission.

C. Applicability. All wireless communication facilities located within the City of Laurel and its one-mile zoning jurisdictional area whether upon private or public lands shall be subject to this chapter. This chapter shall apply to wireless communication facilities upon state and federal lands to the extent of the city's jurisdiction by way of law, pursuant to any memoranda of understanding or otherwise. Only the following facilities shall be exempted from the application of this chapter.

1. Amateur radio stations and antenna support structures;
2. Antennae and antenna support structures for land mobile radio and radio and television;
3. Pre-existing antenna support structures or antennae. Pre-existing antenna support structures and pre-existing antennae shall not be required to meet the requirements of this chapter, so long as said pre-existing antenna support structures have received all required approvals, permits, exceptions prior to adoption of this chapter.

D. Commercial Antenna Support Structures and Antennae Located in Residential Zoning Districts.

1. Antenna support structures and antennae shall be permitted as an allowed use in all residential zoning districts provided they meet all of the following criteria:
  - a. Alternative antenna support structures conforming to all applicable provisions of this chapter and roof-mounted antennae that do not add more than twenty feet to the total height of the building on which they are mounted shall be permitted as an allowed use only when located on school, government-owned utility, and other government sites.

Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of these zoning regulations. After the special review hearing and reaching its decision, the city-county planning board shall forward its recommendations to the city council for its decision.

- b. Antennae co-located on existing or approved alternative antenna support structures or existing or approved antenna support structures that have previously received all required approvals and permits shall be permitted as an allowed use.



2. Antenna support structures and antennae shall be permitted in the Agricultural-Open Space (AO) zoning district provided the following conditions and all applicable setback, lot coverage, and building (commercial equipment enclosures) height requirements are met:
    - a. Antenna support structures conforming to all applicable provisions of this ordinance shall be permitted when:
      - (1) Located on school, government-owned utility, and government sites and alternative antenna support structures for roof-mounted antenna are used. Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of Laurel's Zoning Ordinance. After the special review hearing and reaching its decision, the city-county planning board shall forward its recommendations to the city council for its decision.
      - (2) Antenna support structures fifty feet or less in height.
        - b. Antenna support structures that are greater than fifty feet in height shall be required to obtain special review approval.
        - c. Antennae co-located on existing or approved alternative antenna support structures or existing or approved antenna support structures that have previously received all required approvals and permits shall be permitted as an allowed use.
        - d. Antennae or tower farms for antennae support structures fifty feet or less in height are permitted by special review.
- E. Commercial Antenna Support Structures and Antennae Located in Commercial Zoning Districts.
1. Alternative antenna support structures shall be permitted as an allowed use in all commercial zoning districts.
  2. Antenna support structures shall be permitted as an allowed use in all commercial zoning districts when located on school, government-owned utility, and other government sites. Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of Laurel's Zoning Ordinance. After the special review hearing and reaching its decision, city-county planning board shall forward its recommendations to the city council for its decision.
  3. Antennae co-located on existing alternative antenna support structures or existing antenna support structures which have previously received all required approvals and permits shall be permitted as an allowed use in all commercial zones.
  4. Antenna support structures and antennae located in Residential Professional (RP) that do not meet the requirements of preceding subsection E1, E2, and E3 shall be required to obtain special review approval.
  5. New antenna support structures shall not be erected in the Community Entryway Zone. Antennae may be placed on existing antenna support structures and alternative antenna support structures that have previously received all required approvals and permits and meet the provision and requirements of this ordinance without obtaining permit zoning approval.
  6. Antenna support structures and antennae located Neighborhood Commercial (NC), Highway Commercial (HC), Light Industrial (LI), Central Business District (CBD), Heavy Industrial (HI), and Public (P) zoning districts shall be permitted as an allowed use provided that the towers meet the requirements subsections E1, E2, and E3, or:
    - a. Roof-mounted antenna that do not add more than twenty feet to the total height of the building on which it is mounted shall be permitted as an allowed use. (See additional requirements for roof-mounted antenna in subsection (G)(10) of this section).
    - b. Antenna support structures fifty feet in height or less shall be permitted as an allowed use. Antennae or tower farms for antennae support structures fifty feet or less in height are permitted by special review.

- c. Antenna support structures that are greater than fifty feet in height shall not be allowed in the CBD or HC Zones.
- F. Antenna Support Structures Located in Parks. The presence of certain wireless communication facilities may conflict with the purpose of some city and county-owned parks. Wireless communication facilities will be considered only following a recommendation by the city-county planning board, the city parks committee, or the county board of park commissioners and approved by the city council. Factors that will be considered include:
  1. Public parks of a sufficient scale and character that are adjacent to an existing commercial or industrial use;
  2. Commercial recreation areas and major playfields; and,
  3. Park maintenance facilities.
- G. General Requirements. The requirements set forth in this section shall govern the location and construction of all wireless communications facilities governed by this ordinance.
  1. Building Codes and Safety Standards. To ensure the structural integrity of wireless communication facilities, the owner of a facility shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for such wireless communication facilities, as amended from time to time.
  2. Regulatory Compliance. All wireless communication facilities must meet or exceed current standards and regulations of the FAA, the FCC, and other local, state or federal agencies with the authority to regulate facilities governed by this chapter. All wireless communication facilities must comply with all revised standards and regulations within the date established by the agency promulgating the standards or regulations.
  3. Setbacks:
    - a. Antenna support structures adjacent to residential uses or zoning. Antenna support structures must be set back from all property lines a distance equal to one-half the height of the structure from any off-site residential structure or residentially-zoned lot. Accessory structures must maintain a minimum of a fifteen foot setback from any lot line adjacent to a residential structure or residentially-zoned lot, or the required setback of the zoning district where the antenna support structure is located, whichever is greater.
    - b. Commercial and Industrial Zoning Setbacks. Antenna support structures and accessory facilities must meet the minimum yard setback requirements, including arterial setbacks, for the commercial or industrial zoning district in which they are located.
  4. Lot Coverage and Height. Antenna support structures and accessory structures shall not exceed lot coverage requirements for the zoning district in which they are located. Accessory structures shall not exceed the height restrictions for the zoning district in which they are located.
  5. Fencing and buffering.
    - a. Fencing. A chain link or solid wood fence, or masonry wall at least six feet in height (eight feet if razor or barbed wire is to be used) shall be constructed and maintained around the perimeter of the antenna support structure site. Climb-proof shields can be substituted for a fence or wall around the structure. Solid fences, at least six feet in height, are required adjacent to residential uses and residentially-zoned property.
    - b. Landscaping. For all facilities the following will be required: a continuous evergreen hedge at least four feet in height when planted, shall be planted and maintained around the perimeter of the antenna support structure outside of the required fencing and spaced close together to provide a continuous visual screen. Shrubs shall also be planted and maintained around the guy anchors for visual screening purposes. A performance bond or letter of credit for one hundred fifty percent of the landscaping and fencing materials and labor costs shall be posted with the Laurel Code Enforcement Office, prior to zoning approval or issuance of building permit, to ensure the placement of required landscaping and fencing.

- c. Commercial Landscaping. Landscaping requirements shall not apply to antenna support structures located in the Heavy Industrial (HI) zoning district.
  - d. Exceptions for Laurel Airport. If federal safety and security standards at the airport prevent an antenna support structure from being fenced or landscaped, preceding items (5)(a) and (5)(b) will not apply. Documentation of these standards must be submitted with the application.
6. Lighting. Antenna support structures shall not be artificially lighted unless required by the FAA or other local, state, or federal agency. If the FAA requires safety lighting, the use of red beacons is preferred to flashing strobe lights.

Security lighting on site may be mounted up to twenty feet high on the tower, and shall be directed towards the ground to reduce light pollution, prevent off-site light spillage, and avoid illuminating the tower. Cut-off security lighting must be used adjacent to residential uses or residentially zoned lots. When incorporated into the approved design of the facility, light fixtures used to illuminate sports fields, parking lots, or similar areas may be included in the facility.

- 7. Signage. Signage shall be limited to non-illuminated warning and equipment identification signs.
- 8. Co-location.
  - a. Antenna support structures should be designed in all respects to accommodate both the applicant's antennae and antennae for at least two additional comparable antennae if the antenna support structure is over one hundred feet in height or for at least one additional comparable antennae if the tower is between fifty feet and one hundred feet in height.
  - b. All new antennae must co-locate on existing or approved antenna support structures or alternative antenna support structures unless it can be demonstrated co-location is not feasible as provided for in subsection (K)(7) of this section.
- 9. Maintenance.
  - a. Equipment at a wireless communication facility shall be automated to the greatest extent possible to reduce traffic and congestion. Where the site abuts or has access to a collector or local street, access for maintenance vehicles shall be exclusively by means of the collector or local street.
  - b. All property used for the siting of an antenna support structure or antenna shall be maintained, without expense to the city so as to be safe, orderly, attractive, and in conformity with city codes including those regarding the removal of weeds, trash, and landscape maintenance.
- 10. Visual impact/aesthetics.
  - a. Wireless communication facilities shall either maintain a galvanized steel finish or (subject to any applicable standards of the FAA or other applicable local, state, or federal agency) be painted a neutral color or painted and/or textured to match the existing structure so as to reduce visual obtrusiveness.
  - b. If an antenna is installed on a structure other than a tower, the antenna and associated electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible. Antennae and antenna support structures may be mounted on existing buildings that are thirty feet or more in height above the street grade.
  - c. Roof-mounted antennae and antenna support structures shall not add more than twenty feet to the total height of the building on which they are mounted. Roof-mounted equipment shall be made visually unobtrusive to match existing air conditioning units, stair, elevator towers, or other architectural elements. Only monopole antennae support structures with omnidirectional (whip) or low profile single-directional (panel) shall be installed on building roofs. Crow's nest antennae arrays are prohibited on rooftop structures.

- d. Wireless communication facilities attached to new or existing structures shall be designed to blend with the structure's architecture and should be placed directly above, below, or incorporated with vertical design elements of a structure.
  - e. Wireless communication facilities shall be located as to minimize their visibility and not be placed within historic or scenic view corridors as designated by the Laurel city council or by any state or federal law or agency.
11. Antenna support structure separation. All antenna support structures over fifty feet in height, regardless of the zoning district in which the structure is located, shall be located at least one mile from any other antenna support structure that is over fifty feet. Up to three antenna support structures located within an approved wireless communication facility tower farm shall be located at least one mile from any other tower farm.

Exceptions to the terms of subsection (G)(11) of this section may be granted by the City of Laurel during the special review process when it is found that no existing or approved antenna support structure within the required separation distance of the proposed site can accommodate the applicant's proposed antenna; or a critical need exists for the proposed location, and it is technically infeasible to locate or co-locate structures at or beyond the required separation distance.

H. Nonconforming Wireless Communication Facilities. Antenna support structures and/or facilities in existence on the date of the adoption of these regulations, that do not comply with the requirements of these regulations, (nonconforming antenna support structures) are subject to the following provisions:

- 1. Nonconforming antenna support structures may continue their present use, but may not be expanded or increased in height without complying with these regulations, except as further provided in this section.
- 2. Nonconforming antenna support structures which are hereafter damaged and destroyed, by less than fifty percent of its replacement value, due to any reason or cause may be repaired and restored to their former use, location, and physical dimensions subject to obtaining a building permit and other necessary approvals thereof, but without otherwise complying with these regulations. If an antenna support structure is destroyed or damaged by more than fifty percent of its replacement, the antenna support structure must be brought into compliance with these regulations.
- 3. The owner of any nonconforming antenna support structure may make minor modifications in order to improve the structural integrity of the facility, to allow the facility to accommodate co-located antennae or facilities, or to upgrade the facilities to current engineering, technological, or communications standards without having to conform to the provisions of these regulations.

I. Modifications of Existing Wireless Communication Facilities That Meet the Requirements of These Regulations.

- 1. Minor Modifications. Minor modifications to facilities permitted under these regulations shall be approved by the city-county planning board so long as they comply with the original approved design. Minor modifications are as follows: the addition of more antenna arrays to any existing antenna support structure, so long as the addition of the antenna arrays add no more than twenty feet in height to the facility and the increase in height of the support structure is no greater than ten percent. Placement of additional antennae, up to the number the antenna support structure was originally designed to accommodate, shall be considered a minor modification.
- 2. Major Modifications. Major modifications to antenna support structures permitted under these regulations shall be approved through a special review. Major modifications are any that exceed the definition of minor modifications.

J. Abandonment. Wireless communications facilities will be considered abandoned if they are unused by all providers at the facility for a period of six months. Determination of abandonment shall be made by the city-county planning board which shall have the right to request documentation from the facility

owner regarding support or antenna usage. Upon abandonment, the facility owner shall have ninety days to:

1. Re-use the facility or transfer it to another owner who will re-use it; or
2. Dismantle the Facility. If the facility is not removed within ninety days of abandonment, the city may remove the facility at the facility and/or property owner's expense. If the facility is removed, city approval of the facility will expire.

If the facility owner is unable to remove the facility within the ninety days due to unusual circumstances, the city-county planning board may grant the facility owner an additional ninety days in which to comply with the requirements of this section.

K. Special Review Submittal Requirements. The applicant of new wireless communication facilities shall provide the following documentation for review by the city-county planning board:

1. A map to scale showing the service area of the proposed wireless communication facility and an explanation of the need for that facility;
2. A site/landscaping plan showing the following items:
  - a. North arrow.
  - b. The location and dimensions of all vehicular points of ingress and egress, drives, alleys and streets.
  - c. Property boundaries and lot line dimensions.
  - d. The locations and dimensions of all existing and proposed buildings, structures, and improvements including those that will be removed. All information must be labeled.
  - e. Setbacks from all property boundaries for existing and proposed structures and buildings.
  - f. Centerline and names of major and minor arterial streets relevant to the application.
  - g. Elevation drawing of proposed wireless communication facility including the antenna support structure, antenna platforms and associated equipment enclosures. Also indicate the maximum number of antenna platforms that can be supported.
  - h. Detailed landscaping plan of the site.
  - i. Location of artificial light sources and the areas of illumination.
  - j. Applications for tower farms shall include subsections (a) through (i) of this section and an overall development plan showing the location of future structures and equipment enclosures.
  - k. Latitude, longitude, and height of proposed antenna support structures.
1. Other pertinent features as determined by the planning board or the city.
3. Area map showing the property boundaries of adjacent property and the location of existing buildings.
4. Inventory of existing and approved sites. Each applicant for one or more antenna support structure shall provide to the city-county planning board a map showing the locations and service area of existing and approved antenna support structures operated or utilized by the applicant, including specific information on the location, height, and design of each antenna support structure. The city-county planning board shall maintain an inventory of existing and approved antenna support structures, including specific information about the location, height, and design of each antenna support structure. The city may share such information with other persons, organizations, or governmental authorities.
5. Documentation of minimum light requirements from the FAA or other local, state or federal agency for the antenna support structure and/or antennae. Where applicable, applicant will provide documentation of the FAA airspace review and a copy of comments from the FAA.

6. When the applicant is a wireless service provider, proof that the applicant is licensed by the FCC to provide the wireless communication services that the proposed facility is designed to support.
  7. Availability of suitable existing or approved antenna support structures. No new antenna support structure shall be permitted unless the applicant clearly demonstrates, in writing, to the reasonable satisfaction of the city that no existing or approved antenna support structure within the required separation distance of the proposed site can accommodate the applicant's proposed antenna. Closer separation distances may be approved if the applicant clearly demonstrates a critical need for the alternative location and the infeasibility of locating or co-locating wireless communication facility at or beyond the required separation distance. Evidence submitted to demonstrate that no existing or approved structure can accommodate the applicant's proposed antenna must include a discussion of the following items, if relevant:
    - a. No existing or approved antenna support structures are located within the geographic area required to meet the applicant's engineering requirements;
    - b. Existing or approved antenna support structures are not of sufficient height to meet the applicant's engineering requirements;
    - c. Existing or approved antenna support structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment and cannot be reinforced to provide sufficient structural strength;
    - d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing or approved antenna support structures, or the antenna on the existing or approved antenna support structures would cause interference with the applicant's proposed antenna;
    - e. The fees or costs required to share an existing or approved antenna support structure or to adapt an existing or approved antenna support structures for sharing are unreasonable. Costs below new tower development are presumed reasonable;
    - f. Property owners or owners of existing or approved antenna support structures are unwilling to accommodate the applicant's needs;
    - g. The applicant demonstrates that there are other limiting factors that render existing or approved antenna support structures unsuitable;
  8. Co-location Agreement. If co-location is feasible, the owner of the antenna support structure shall certify, prior to permit approval, that the owner will accept for co-location any FCC licensed wireless communication provider using compatible technology on commercially reasonable terms up to the antenna support structure's capacity to accommodate additional antennae. The applicant shall also include a statement on how requests for co-locators will be processed.
  9. Effect of surrounding property values. The applicant must submit information that substantiates there will be no adverse effects on surrounding property values resulting from the proposed facility.
- L. Special Review Uses.
1. A request for a special review shall be initiated by application to the city-county planning board and handled in accordance with the special review procedure provided in Section 17.68 of this code. The Laurel city council may issue special review approval under these sections provided it has determined that the requirements of this ordinance has been satisfied and, further, that the benefits of and need for the proposed wireless communication facilities are greater than possible depreciating effects and damage to neighboring properties.
  2. In granting special review approval, the city council may impose additional conditions to the extent determined necessary to buffer or otherwise minimize adverse effects of the proposed wireless communication facilities on surrounding properties.
  3. Expiration of Special Review Approval.

- a. If located within the one-mile zoning jurisdictional area of Laurel, construction of the facility must be completed within one year of special review approval. If located within the city of Laurel, a building permit must be applied for within six months of special review approval and the project shall be completed within one year from the date the special review is granted by the city council. For the purpose of these regulations, the term standard of construction shall be defined as the installation of a permanent foundation for the antenna support structure. The city council may grant one six month extension of the period to start construction upon written request by the applicant.
  - b. The city council shall not approve an extension unless the development plan is brought into conformance with any relevant zoning regulations that have been amended subsequent to the original approval and unless the applicant provides adequate evidence that construction is able to begin within the time period sought. This evidence shall include, but not be limited to, the acquisition of any or all required government approvals and project financing, the city council may as a condition of approval of a special review establish the period of time such special review may remain in effect.
- M. Appeals. Appeals from any decision of the city-county planning department, not requiring city council approval, may be taken by any person aggrieved by the decision to board of adjustment or to the city council pursuant to Section 17.64 of this code.
- N. Nuisances. Wireless communication facilities, including without limitation, power source, ventilation, and cooling, shall not be maintained or operated in such a manner as to be a nuisance. (01-2 (part), 2001)

17.21.040 - Standards for land mobile radio and radio and television broadcast antennae and antennae support structures.

A. Purpose. The purpose of this section is to establish regulations for the siting of broadcast facilities, including land mobile radio services and radio and television broadcast antennae, antenna support structures, and associated equipment and buildings on public and private property. The goals of this section are to:

1. Encourage the location of broadcast facilities in non-residential areas and minimize the total number of antenna support structures throughout the community;
2. Strongly encourage the joint use of new and existing broadcast antenna support structures;
3. Require broadcast facilities to be located, to the extent possible, in areas where the adverse impact on the community is minimal;
4. Require broadcast facilities to be configured in a way that minimizes the adverse visual impact of antenna support structures and antennae; and
5. Enhance the ability of the providers of land mobile radio services and radio and television broadcast services to provide such services to the community as quickly, effectively, and efficiently as possible.

B. Definitions. For the purposes of this section, the terms used shall be defined as follows:

"AM" means amplitude-modulated broadcasting in the frequency band 535-1,705 kilohertz.

"Antenna/antenna support structure height" means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure including any attached antennae. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height.

"Broadcast antenna" means a ground, building or tower-mounted antenna operated as a land mobile radio service or as a broadcast radio and/or television service as defined by the Federal Communications Commission (FCC) under Code of Federal Regulations and subsequent title amendments:

- (a) Title 47, Part 90 (47 CFR § 90) - Private Land Mobile Radio Services,
- (b) Title 47, Part 73 (47 CFR § 73) - Radio Broadcast Services, which includes AM, FM, and Television Services, and
- (c) Title 47, part 74 (47 CFR § 74) - Experimental Radio, Auxiliary, and Special Broadcast and Other Program Distributional Services;

"Broadcast antenna support structure" means any structure or device specifically designed, constructed, and/or erected for the purpose of attaching, mounting, or otherwise affixing antennae. Antenna support structures may include, but are not limited to, self-supporting lattice towers, guyed towers, or monopole towers. In this section, the term applies to land mobile radio service and broadcast radio and television transmission antenna support structures. The term includes the structure and any support thereto.

"Broadcast antenna or tower farm" means a tract of land that contains three or more broadcast or land mobile radio service antenna support structures, any two are spaced no more than seven hundred fifty linear feet of each other. Legal tracts must be adjacent to each other to be included in this definition. The term is inclusive of all antenna support structures, equipment enclosures, buildings, and any additions thereto.

"Broadcast facilities" means an unstaffed facility for the transmission and/or reception of radio signals for communications purposes, typically consisting of an equipment building or enclosure, an antenna support structure, and one or more antennae. This definition applies exclusively to land mobile radio fixed systems, and radio and television broadcast transmission facilities.

"FAA" means the Federal Aviation Administration.



"FCC" means the Federal Communications Commission.

"Land Mobile Radio Service (LMRS)" means a mobile service between base stations and land mobile stations or between land mobile stations as defined in Title 47, PART 90 (47 CFR § 90) - Private Land Mobile Radio Services.

- C. Applicability. All land mobile radio service and radio and television broadcast antenna and antenna support structures located within the City of Laurel zoning jurisdiction whether upon private or public lands shall be subject to this chapter. This chapter shall apply to broadcast antenna and antenna support structures upon state and federal lands to the extent of the city's jurisdiction by way of law, pursuant to any memoranda of understanding or otherwise.

Pre-existing land mobile radio and radio and television broadcast antenna support structures and antennae shall not be required to meet the requirements of this chapter except as provided under Section 17.56 of this code, "Nonconforming broadcast facilities".

- D. Broadcast antenna support structures and antennae located in residential zoning districts.

1. Land mobile radio and radio and television broadcast antenna support structures and antennae shall be permitted as an allowed use in all residential zoning districts provided they meet all of the following criteria:

- a. Alternative broadcast antenna support structures conforming to all applicable provisions of this ordinance and roof-mounted antennae that do not add more than twenty feet to the total height of the building on which it is mounted shall be permitted as an allowed use only when located on school, government-owned utility, and other government sites. Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of Laurel's Zoning Ordinance. After the special review hearing and reaching its decision, the city-county planning board shall forward its recommendations to the city council for its decision.
- b. Antennae co-located on existing or approved alternative broadcast antenna support structures or existing or approved broadcast antenna support structures, which have previously received all required approvals and permits shall be permitted as an allowed use.

2. Broadcast antenna support structures and antennae shall be permitted in the agricultural-open space (AO) zoning district provided the following conditions and all applicable setback, lot coverage, and building (commercial equipment enclosures) height requirements are met:

- a. Broadcast antenna support structures conforming to all applicable provisions of this ordinance shall be permitted when:

- (1) Located on school, government-owned utility, and government sites and alternative antenna support structures or roof-mounted antenna are used. Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of Laurel's Zoning Ordinance. After the special review hearing and reaching its decision, the city-county planning board shall forward its recommendations to the city council for its decision.

- (2) Broadcast antenna support structures fifty feet or less in height.

- b. Broadcast antenna support structures that are greater than fifty feet in height shall be required to obtain special review approval.
- c. Broadcast antennae co-located on existing or approved alternative broadcast antenna support structures or existing or approved broadcast antenna support structures that have previously received all required approvals and permits shall be permitted as an allowed use.
- d. Broadcast antenna or tower farms are permitted by special review.

- E. Broadcast Antenna Support Structures and Antennae Located in Commercial Zoning Districts.

1. Broadcast antenna support structures fifty feet in height or less shall be permitted as an allowed use.

2. Broadcast antenna support structures that exceed fifty feet in height or the maximum height limitations in the underlying commercial and industrial zoning districts (whichever is greater) are permitted by special review.
  3. Broadcast antenna or tower farms are permitted by special review, except in Entryway Zone and the CBD and HC zoning districts.
  4. All broadcast antenna support structures located in heavy industrial (HI) shall be permitted as an allowed use, including broadcast antenna or tower farms.
  5. All broadcast facilities located within the boundaries of an approved or pre-existing broadcast antenna or tower farm shall be permitted as an allowed use.
- F. General requirements. The requirements set forth in this section shall govern the location and construction of all land mobile radio service and radio and television transmission facilities governed by this chapter.
1. Building Codes and Safety Standards. To ensure the structural integrity of broadcast facilities, the owner of a facility shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for such facilities.
  2. Regulatory Compliance. All broadcast facilities must meet current standards and regulations of the FAA, the FCC, and other local, state or federal agencies with the authority to regulate facilities governed by this chapter.
  3. Setbacks.
    - a. Broadcast antenna support structures adjacent to residential uses or zoning. Broadcast antenna support structures must be set back, from all property lines, a distance equal to one-half the height of the structure from any off-site residential structure or residentially zoned lot. Accessory structures, such as equipment enclosures or transmitter buildings, must maintain a minimum of a fifteen foot setback from any lot line adjacent to a residential structure or residentially zoned lot, or the required setback of the zoning district where the antenna support structure is located, whichever is greater.
    - b. Commercial and Industrial Zoning Setbacks. Broadcast antenna support structures and accessory facilities must meet the minimum yard setback requirements, including arterial setbacks, for the zoning district in which they are located.
    - c. Broadcast Facilities in Broadcast Antenna or Tower Farms. Antenna support structures and accessory facilities located in antenna or tower farms must meet the minimum yard setback requirements, including arterial setbacks, for the zoning district in which they are located.
  4. Lot Coverage and Height. Broadcast antenna support structures and accessory structures shall not exceed lot coverage requirements for the zoning district in which they are located. Building and equipment enclosures shall not exceed the height restrictions for the zoning district in which they are located.
  5. Fencing and Buffering.
    - a. Fencing. A chain link or solid wood fence, or masonry wall at least six feet in height (eight feet if razor or barbed wire is to be used) shall be constructed and maintained around the perimeter of the broadcast antenna support structure site. Climb-proof shields can be substituted for a fence or wall around the structure. Solid fences, at least six feet in height are required adjacent to residences and residentially zoned property. All AM broadcast antenna support structures must be surrounded by a suitable fence as required by FCC regulations.
    - b. Landscaping adjacent to residential uses and/or residential zoning. For broadcast facilities located in a residential zoning district, adjacent to a residential use, or adjacent to a residentially zoned parcel, the following will be required: a continuous evergreen hedge at least four feet in height when planted, shall be planted and maintained around the perimeter of the antenna support structure outside of the required fencing and spaced close together

to provide a continuous visual screen. Shrubs shall also be planted and maintained around the guy anchors for visual screening purposes. AM Broadcast stations are exempt from this requirement due to overriding FCC regulations regarding vegetation in ground radial systems.

A performance bond or letter of credit for one hundred fifty percent of the landscaping and fencing materials and labor costs shall be posted with the city to ensure the placement of required landscaping and fencing.

- c. Commercial Landscaping. Landscaping requirements shall not apply to broadcast antenna support structures located in Agricultural-Open Space or approved broadcast antenna or tower farms.
  - d. Exceptions for Laurel Airport. If federal safety and security standards prevent a broadcast antenna support structure from being fenced or landscaped, items (5)(a) and (5)(b) of this subsection will not apply. Documentation of these standards must be submitted with the special review applications.
6. Lighting. Broadcast antenna support structures shall not be artificially lighted unless required by the FAA or other local, state, or federal agency. Security lighting may be placed on a support structure no higher than twenty feet above ground. Cut-off security lights must be used in or adjacent to residential areas to prevent light spillage onto adjacent property.
  7. Signage. Signage shall be limited to non-illuminated warning and equipment identification signs unless otherwise required by the FAA and/or FCC.
  8. Maintenance.
    - a. Equipment at a broadcast facility shall be automated to the greatest extent possible to reduce traffic and congestion. Where the site abuts or has access to a collector or local street, access for maintenance vehicles shall be exclusively by means of the collector or local street.
    - b. All property used for the siting of a broadcast antenna support structure or antenna shall be maintained, without expense to the city and/or county, so as to be safe, orderly, attractive, and in conformity with city and/or county codes including those regarding the removal of weeds, trash and landscape maintenance.
  9. Visual impact/aesthetics.
    - a. Broadcast antenna support structures shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA or other applicable local, state, or federal agency, be painted a neutral color or painted and/or textured to match the existing structure so as to reduce visual obtrusiveness.
    - b. If a broadcast antenna is installed on a structure other than a tower, the associated electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the related equipment as visually unobtrusive as possible. Broadcast antennae and antenna support structures may be mounted on existing buildings that are thirty feet or more in height above the street grade.
    - c. Roof-mounted antennae and antenna support structures shall not add more than twenty feet to the total height of the building on which they are mounted. Roof-mounted equipment shall be made visually unobtrusive to match existing air conditioning units, stair, elevator towers or other background. Crow's nest antennae arrays are prohibited on rooftop structures.
    - d. Broadcast antenna or antenna support structures attached to new or existing structures shall be designed to blend with the structure's architecture and should be placed directly above, below or incorporated with vertical design elements of a structure.
- G. Nonconforming broadcast facilities.

Broadcast facilities in existence on the date of the adoption of this chapter, that do not comply with the requirements of this chapter, are subject to the following provisions:

1. Nonconforming broadcast facilities may continue their present use, but may not be expanded without complying with these regulations, except as further provided in this section.
2. Nonconforming broadcast antenna support structures which are hereafter damaged and destroyed, by less than fifty percent of its replacement value, due to any reason or cause may be repaired and restored to their former use, location, and physical dimensions subject to obtaining a building permit and other necessary approvals thereof, but without otherwise complying with these regulations. If a broadcast antenna support structure is destroyed or damaged by fifty percent or more of its replacement the broadcast antenna support structure must be brought into compliance with these regulations.
3. The owner of any nonconforming broadcast antenna support structure may make minor modifications in order to improve the structural integrity of the structure, to allow the structure to accommodate co-located antennae, or to upgrade the facilities to current engineering, technological or communications standards, without having to conform to the provisions of these regulations.

H. Modifications of Existing or Broadcast Facilities That Meet the Requirements of These Regulations.

1. Minor Modifications. Minor modifications to facilities permitted under these regulations shall be approved by the city-county planning board so long as they comply with the original approved design. Minor modifications are as follows:
  - a. The addition of one or more antenna arrays to any existing antenna support structure, so long as the addition of the antenna arrays add no more than twenty feet in height to the facility and the increase in height of the support structure is no greater than ten percent.
  - b. Placement of additional antennae, up to the number the antenna support structure was originally designed to accommodate, shall be considered a minor modification.
  - c. Repairs to or replacement of existing antennae or feedlines or support members (such as guy wires) are not considered modifications under this part.
2. Major Modifications. Major modifications to antenna support structures permitted under these regulations shall be approved through a special review. Major modifications are any that exceed the definition of minor modifications.

I. Abandonment. Broadcast facilities will be considered abandoned if they are unused by all providers at the facility for a period of six months. Determination of abandonment shall be made by the city-county planning board which shall have the right to request documentation from the facility owner regarding support or antenna usage. Upon abandonment, the facility owner shall have ninety days to:

1. Re-use the facility or transfer it to another owner who will re-use it; or
2. Dismantle the facility. If the facility is not removed within ninety days of abandonment, the city and/or county may remove the facility at the facility and/or property owner's expense. If the facility is removed, city and/or county approval of the facility will expire. If the facility owner is unable to remove the facility within the ninety days due to unusual circumstances, the city-county planning board may grant the facility owner an additional ninety days in which to comply with the requirements of this section.

J. Special Review Submittal requirements. The applicant of new broadcast facilities shall provide the following documentation for review by the city-county planning board:

1. A map to scale showing the service area of the proposed broadcast facility;
2. A site/landscaping plan showing the following items:
  - a. North arrow.

- b. The location and dimensions of all vehicular points of ingress and egress, drives, alleys and streets.
  - c. Property boundaries and lot line dimensions.
  - d. The locations and dimensions of all existing and proposed buildings, structures, and improvements including those that will be removed. All information must be labeled.
  - e. Setbacks from all property boundaries for existing and proposed structures and buildings.
  - f. Centerline and names of major and minor arterial streets relevant to the application.
  - g. Elevation drawing of proposed broadcast facility including the antenna support structure, antenna platforms and associated equipment enclosures.
  - h. Latitude, longitude and height of proposed antenna support structures.
  - i. Location of artificial light sources and the areas of illumination.
  - j. Applications for tower farms shall include items a through h and a general overall development plan showing the location of future structures and equipment enclosures.
  - k. Detailed landscaping plan of the site when applicable.
1. Other pertinent features as determined by the city.
  3. Area map showing adjoining property boundaries and the location of existing buildings within a distance equal to the required setbacks as set forth in subsection (F)(3) of this section.
  4. Documentation of minimum light requirements from the FAA or other local state or federal agency for the antenna support structure and/or antennae. Where applicable, applicant will provide documentation of the FAA airspace review and a copy of the comments provided by the FAA. Where an application has been filed with the FAA for the services proposed and decision on minimum light requirements by the FAA is still pending, submittal of a copy of the proposed application shall be sufficient to meet the requirements of the is paragraph.
  5. When the applicant is a land mobile radio service provider, or a radio or television broadcaster, proof must be provided that the applicant is licensed by the FCC to provide the services that the proposed facility is designed to support or the applicant must prove the necessary application have been filed with the FCC and/or FAA for the services proposed, together with proof all filing fees have been paid.
- K. Special review uses.
1. A request for a special review shall be initiated by application to the city-county planning board and handled in accordance with the special review procedure provided in Section 17.68 of this code. The city of Laurel may issue special review approval under these sections provided they have determined that the requirements of these regulations have been satisfied.
  2. In granting special review approval, the city council may impose additional conditions to the extent determined necessary to buffer or otherwise minimize adverse effects of the proposed broadcast facilities on surrounding properties.
  3. Expiration of Special Review Approval.
    - a. If located within the one-mile zoning jurisdictional area of Laurel, construction of the facility must be completed within one year of special review approval. Within the city limits, a building permit must be applied for within six months of a special review approval and the project shall be completed within one year from the date the special review is granted by the city council. For the purpose of these regulations, the term standard of construction shall be defined as the installation of a permanent foundation for the antenna support structure. The city council may grant one six month extensions of the period to start construction upon written request by the applicant.

- b. The city council shall not approve an extension unless the development plan is brought into conformance with any relevant zoning regulations that have been amended subsequent to the original approval and unless the applicant provides adequate evidence that construction is able to begin within the time period sought. This evidence shall include, but not be limited to, the acquisition of any or all required government approvals and project financing, the city council may as a condition of approval of a special review establish the period of time such special review may remain in effect.
  - c. Small increases in the height of existing antenna support structures approved by special review may be approved by the city-county planning board on an administrative basis provided that the increase in the height of the antenna support structure is ten percent or less.
  - d. Special review approvals for broadcast antenna or tower farms shall not expire until such time as all facilities within the boundaries of the antenna or tower farm have been abandoned.
- L. Appeals. Appeals from any decision of the city-county planning department, not requiring city council approval, may be taken by any person aggrieved by the decision to board of adjustment or to the city council pursuant to Section 17.64 of this code.
- M. Nuisances. Wireless communication facilities, including without limitation, power source, ventilation, and cooling, shall not be maintained or operated in such a manner as to be a nuisance. (01-2 (part), 2001)

## Chapter 17.68 - SPECIAL REVIEW PROCEDURE

### Sections:

#### 17.68.010 - Purpose of provisions.

Although each zoning district is primarily intended for a predominant type of use, there are a number of uses which may or may not be appropriate in a particular district depending upon all the circumstances of the individual case. For example, the location, nature of the proposed use, the character of the surrounding development, traffic capacities of adjacent streets, and potential environmental effects, all may indicate that the circumstances of the development should be individually reviewed. It is the intent of this section to provide a system of review of such uses so that the community is assured that the uses are compatible with their locations and with surrounding land uses, and will further the purpose of this title and the objectives of the Laurel comprehensive planning process.

(Prior code § 17.88.010)

#### 17.68.020 - Application requirements.

An application for a special review may be filed by the property owner, contract purchaser, or his authorized agent. The application shall be filed with the zoning commission secretary and shall be submitted under the following conditions:

- A. The application shall include, but not be limited to the following information:
  1. A legal and general description of the tract(s) upon the special review use is sought;
  2. A map showing the dimensions, acreage and location of the tract(s);
  3. The name and addresses of the owner(s) of the tract(s) and their agents, if any and the names and addresses of property owners of record within three hundred feet of the property for which a special review has been requested; such list of property owners shall be so certified by the county clerk and recorder's office;
  4. A site plan showing major details of the proposed development including but not limited to, the location of proposed and existing buildings and structures; off-street parking and loading; service and refuse areas; means of ingress and egress; landscaping; screening; signs and open space areas;
  5. A time schedule for development;
  6. Any other information the applicant believes will support his request.
- B. An application for a special review shall be made on or before five p.m. of the first day of the month preceding the date of the public hearing before the zoning commission. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following day before five p.m.

(Ord. 94-15, 1994; prior code § 17.88.020)

#### 17.68.030 - Evaluation responsibility—Consultation—Notification.

The planning director, upon receiving an application for a special review of an area or a particular place of property shall do the following:

- A. Consult with other departments of the city or county to fully evaluate the impact of any special review upon public facilities and services including, but not limited to schools, drainage, traffic and related facilities;
- B. Study each application with reference to its appropriateness and effect on existing and proposed land use, and references to the comprehensive plan;
- C. Advertise twice in a newspaper of general circulation in the jurisdictional of the Laurel-Yellowstone city-county planning board at least fifteen days in advance of the time and place of the public hearing;
- D. Notify, by mail, the applicant or his authorized agent at least five days prior to the date of the public hearing of the time and place of such hearing;
- E. Notify, by mail, all property owners within three hundred feet of the exterior boundaries of the property subject to the special review of the time, date, place of the public hearing and the existing and proposed classification. Further, he may notify property owners within a radius of more than three hundred feet if he determines that the proposed use of the property would have a substantial environmental impact on surrounding land uses;
- F. After the public hearing and as part of the public record, the planning director shall report his findings, conclusions and recommendations to the zoning commission.

(Ord. 94-16, 1994; prior code § 17.88.030)

17.68.040 - Zoning commission action.

- A. After presentation to the zoning commission of the request for special review by the applicant, the zoning commission shall make a recommendation to the city council to:
  - 1. Grant the application for special review;
  - 2. Deny the application;
  - 3. Delay action on the application for a period not to exceed thirty days; or
  - 4. Grant the application subject to conditions and recommendations and give the reasons therefor.
- B. Before approving a special review use, the zoning commission shall find that the contemplated use(s):
  - 1. Complies with all requirements of this section;
  - 2. Is consistent with the objectives and purposes of this title and the Laurel comprehensive planning process;
  - 3. Is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;
  - 4. Further the zoning commission shall consider and may impose modifications or conditions concerning, but not limited to the following:
    - a. Street and road capacity,
    - b. Ingress and egress to adjoining streets,
    - c. Off-street parking,
    - d. Fencing, screening and landscaping,
    - e. Building bulk and location,
    - f. Usable open space,
    - g. Signs and lighting,
    - h. Noise, vibration, air pollution and similar environmental influences.

(Ord. 94-17, 1994; Ord. 953, 1989; prior code § 17.88.040)



17.68.050 - City council action.

- A. Before taking action on an application for special review, and after presentation of the zoning commission's report, the city council may hold a public hearing on the application.
- B. The zoning commission may recommend to the council whether to hold a public hearing or not. In the event the city council holds its own public hearing on the application, then the recommendations of the zoning commission and the notice of public hearing before the city council shall both be published twice in the newspaper of general circulation in the jurisdictional area of the Laurel-Yellowstone city-county planning board with the first publication being at least fifteen days prior to the hearing.

(Ord. 94-18, 1994; prior code § 17.88.050)

**File Attachments for Item:**

24. Resolution No. R21-50: Resolution Of Intent To Approve The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel With Changes.

## **RESOLUTION NO. R21-50**

### **RESOLUTION OF INTENT TO APPROVE THE APPLICATION FOR BITTERROOT GROVE TOWNHOMES, A SIXTY UNIT PLANNED UNIT DEVELOPMENT AS AN ADDITION TO THE CITY OF LAUREL WITH CHANGES.**

WHEREAS, the Planned Unit Development Application (“PUD”) was submitted to the City of Laurel by an agent for the property owner (“Petitioner”) of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for the Development Application to include annexation to the City of Laurel, zoning, and a variance to lot size; and

WHEREAS, Petitioner constitutes the owner of the entire property which is subject to the application submitted to the City for approval; and

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development Application, at a duly advertised public hearing that was held on May 19, 2021 and a second subsequent public hearing on August 18, 2021; and

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed development area; and

WHEREAS, based on the evidence and testimony provided at the two public hearings the Laurel City-County Planning Board approved a motion to recommend the approval of the PUD application to the Laurel City Council with the following recommended changes:

1. The Property shall be cleared of personal property, debris, and refuse prior to final approval of the PUD and Variance application.
2. A landscaping and maintenance plan shall be submitted to and approved by the City after it finds the plan sufficient enough to ensure the development does not operate or become a nuisance.
3. The proposed Water system shall be approved by the contracted city engineer, KLJ Inc. and the Laurel Department of Public Works.
4. The proposed Wastewater system shall be approved by the contracted city engineer, KLJ Inc. and the Laurel Department of Public Works.
5. The proposed Stormwater system shall be approved by the contract city engineer, KLJ Inc. and the Laurel Department of Public Works.
6. Weed Management Plan shall be completed and approved by the Yellowstone County Weed District.
7. The alleyways within Blocks 6 and 7 of the Nutting Brothers Subdivision shall be abandoned via a petition to abandon.
8. Utility access easement documents shall be filed for the abandoned portions of Blocks 6 and 7 of the Nutting Brothers Subdivision.
9. A survey shall be filed aggregating the lots within Blocks 6 and 7 of the Nutting Brothers Subdivision.

10. Details on the legal description of the lots in the northwest corner of Block 6, Nutting Brothers Subdivision, shall be provided to the City in order to determine the scope of project.

WHEREAS, the City Council held a public hearing on July 13, 2021 on the proposed PUD application as well as the annexation and variance requests submitted by the Petitioner and sent the proposed development back to the Planning Board for further proceedings and work; and

WHEREAS, the City Council held a subsequent public hearing on September 14, 2021 in which it gathered public comment regarding the application and based upon the documents contained in the City's File, and testimony and evidence submitted during the public hearings, the City Council has determined it is in the City's best interest to consider the approval of the Petitioner's application subject to the changes and findings contained staff report dated August 25, 2021 being completed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Laurel hereby approves the Resolution of Intent to adopt the Bitterroot Grove Townhomes Planned Unit Development subject to the changes and conditions herein,

1. Petitioner's application for the Planned Unit Development known as the Bitterroot Grove Townhomes is under consideration of approval, subject to the changes contained in the Staff Report dated August 25, 2021, and findings specified herein being completed.
2. The City Council hereby adopts the changes, findings, and recommendations contained in the Staff Report dated August 25, 2021, as its findings and recommendations for future approval.
3. The City Council's intention to approve is specifically conditioned on the satisfactory completion of the changes, findings, and recommendations adopted herein.
4. Pursuant to City Ordinance, the City shall record this resolution, the development plan and any other associated agreements or documents with the Yellowstone Count Clerk and Recorder upon future approval.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 14<sup>th</sup> day of September 2021

APPROVED by the Mayor this 14<sup>th</sup> day of September 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

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Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

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Sam Painter, Civil City Attorney



## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT & FINDINGS OF FACT

TO: Laurel City-County Planning Board  
FROM: Nicholas Altonaga, Planning Director  
RE: Planned Unit Development – Bitterroot Grove Townhomes  
DATE: August 25, 2021

#### DESCRIPTION OF REQUEST

A Planned Unit Development (PUD) application and supplemental was submitted by Forrest Mandeville of Forrest Mandeville Consulting and Engineering West on behalf of Darrel Dyer for the parcels at 1304 E. 8<sup>th</sup> Street, between Fir and Juniper Avenues. The Applicant has proposed the Bitterroot Grove Townhomes, a 60-unit Planned Unit Development with age-restricted units for those 55 and older. This PUD application also includes a request for annexation and a variance. The Application contains all the necessary components of the PUD, Variance, and Annexation applications. The property is currently owned by Elvira and James Cotter, with purchasing agreements in place. The property currently has a great deal of personal property, debris, and materials on site and is an overgrown state.

The Planning Board shall consider the Annexation and zoning of the parcels in question, as well as the preliminary plan approval of the PUD application with the related variance for project size.

Owner: James Cotter, Elvira Cotter (Under Contract for sale)  
Legal Description: NUTTING BROS SUBD, S10, T02 S, R24 E, BLOCK 6, Lots 1 - 12, BLOCK 6, Lots 1 - 12  
Subdivision size: 4.68 Acres  
Existing Land Use: Residential, Vacant  
Proposed Land Use: Residential Planned Unit Development

#### BACKGROUND AND PROCEDURAL HISTORY

1. A pre-application meeting for the Planned Unit Development took place on June 23, 2020 between the Applicant, their engineers, and City Staff.

2. The Application for the Planned Unit Development, Annexation, and Variance and their supporting documentation was submitted on March 15, 2021.
3. The City Staff Design Conference took place on April 27, 2021.
4. The Planning Director transmitted a letter of findings to the Applicant and their developer on May 7, 2021.
5. The Applicant and their developer resubmitted documents to the Planning Department on May 17, 2021.
6. The Planning Board held a public hearing on the proposed Planned Unit Development, Annexation, and Variance applications on May 19, 2021.
7. The Planning Director worked with the Applicant and their contractor to update the Annexation Agreement and HOA Bylaws as discussed at the May 19<sup>th</sup> meeting.
8. The Planning Board has scheduled a second public hearing on the proposed Planned Unit Development, Annexation, and Variance applications for June 16, 2021.
9. The Planning Board lacked a quorum at the scheduled public hearing on June 16, 2021.
10. The Planning Director forwarded the materials and documentation for the Bitterroot Grove Townhomes Annexation, Variance, and Planned Unit Development to the City Council on June 25, 2021.
11. The City Council held a public hearing on the Planned Unit Development, Annexation, and Variance applications on July 13, 2021.
12. The City Council decided that the information provided was insufficient to approve the application and returned it to Planning Board for further review.
13. August 18, 2021 – Public Hearing Held for Planned Unit Development at Planning Board. Planning Board Members recommended the approval of annexation and preliminary approval of the Bitterroot Grove Townhomes Planned Unit Development with the stated conditions of approval.
14. September 14, 2021 – Laurel City Council shall hold a public hearing on the applications for Annexation and Zone Change, Planned Unit Development, and Variance.

#### STAFF FINDINGS

1. The Application for PUD, Annexation, and Variance contain all the necessary items.
2. Annexation has been requested to hook the property into the municipal water and wastewater system, as well as garbage pick-up.
3. A variance has been sought for the minimum size requirements of a Planned Unit Development stated in the Laurel Municipal Code.
  - a. Laurel Municipal Code requires a minimum of 5 acres for a PUD
  - b. The proposed PUD is 4.68 acres.
4. The Applicant has proposed private interior streets with gated entrances.
5. Gated entrances shall be accessible by all Laurel EMS, Fire, and Police departments, as well as code enforcement and public works where necessary.
6. The Applicant has proposed private internal water and sewer connections.
7. The Applicant has proposed a water meter building, to manage the interior water system of the development.

8. The proposed project would improve a largely vacant, blighted lot with a dense residential development.
9. The application includes bylaws for a townhouse association to manage the property.
10. The subsequent submittal of documents on May 17 included a landscaping plan and weed management plan.
11. An Annexation Agreement was provided with the application which specifies adjacent public improvements, development standards, and other requirements for annexation into the City of Laurel.
12. Updated site plans were submitted to the City detailing the water and sewer lines to be installed.

#### PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC 17.32.020 – Review and Approval, Part D states:

“Within thirty days after the design conference, the application shall be reviewed by the city-county planning board and recommendations based on the comments from the design conference and the criteria contained in the subdivision regulations shall be forwarded to the zoning commission. The comments from the design conference shall be forwarded to the planning board, zoning commission and developer within five working days after the conference.”

#### RECOMMENDATIONS

The Planning Director recommends approval for the Annexation and Zone Change to PUD – 1 Planned Unit Development 1 with the following conditions.

1. The property and adjacent rights-of-way shall be cleared of personal property, debris, and refuse within 90-days of annexation approval.
2. The Annexation Agreement, Waiver of Right to Protest, and the City Council Resolution approving annexation shall be filed with the Yellowstone County Clerk & Recorder within 90-days of annexation approval.
3. All construction and installation of public improvements must be completed within two years of annexation.
4. 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 of 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.

The Planning Director recommends that Planning Board grant preliminary approval to the Planned Unit Development plan and variance with the following conditions:



1. The Property shall be cleared of personal property, debris, and refuse prior to final approval of the PUD and Variance application.
2. A landscaping and maintenance plan shall be submitted to and approved by the City after it finds the plan sufficient enough to ensure the development does not operate or become a nuisance.
3. The proposed Water system shall be approved by the contracted city engineer, KLJ Inc. and the Laurel Department of Public Works.
4. The proposed Wastewater system shall be approved by the contracted city engineer, KLJ Inc. and the Laurel Department of Public Works.
5. The proposed Stormwater system shall be approved by the contract city engineer, KLJ Inc. and the Laurel Department of Public Works.
6. Weed Management Plan shall be completed and approved by the Yellowstone County Weed District.
7. The alleyways within Blocks 6 and 7 of the Nutting Brothers Subdivision shall be abandoned via a petition to abandon.
8. Utility access easement documents shall be filed for the abandoned portions of Blocks 6 and 7 of the Nutting Brothers Subdivision.
9. A survey shall be filed aggregating the lots within Blocks 6 and 7 of the Nutting Brothers Subdivision.
10. Details on the legal description of the lots in the northwest corner of Block 6, Nutting Brothers Subdivision, shall be provided to the City in order to determine the scope of project.

## ATTACHMENTS

1. PUD Written Statement
2. Annexation Application
3. Annexation Agreement (updated)
4. Waiver of Right to Protest (updated)
5. Variance Application and Request Letter
6. PUD Layout/Design
7. PUD Landscaping Plan
8. Bylaws of Bitterroot Grove Townhomes Association (updated)
9. Images of proposed townhome design
10. Planner Letter to the Applicant (dated 5/17/2021)
11. Comments from Ryan Welsh, Engineer at KLJ, on proposed Water/Sewer expansion (dated June 8, 2021)

Return to:  
Darrell Dyer  
PO Box 908  
Laurel, MT 59044

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between BITTERROOT GROVE, LLC, PO BOX 908, LAUREL, MT 59044, hereinafter referred to as “DEVELOPER,” and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the “CITY.”

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

Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue and alleyways between Blocks 6 and 7; 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 Tracts” as well as all adjacent public right-of-way.

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

**WHEREAS**, DEVELOPER desires to annex Developer Tracts to the City; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. \_\_\_\_\_ for the Developer Tracts contingent that a Development Agreement be executed between CITY and 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 Tracts shall be accessible by private drives from Juniper Ave. and Fir Ave. Access will be controlled with gates. Local EMS, fire, and law enforcement shall have the necessary codes for access.
2. Sanitary Sewer. Developer Tracts shall be served by City of Laurel sewer lines located within the undeveloped alleys in Blocks 6 and 7 of Nutting Bros. Subdivision, and shall comply with DEQ and City standards and requirements.
3. Water. Developer Tracts shall be served by City of Laurel water lines located within the Fir Ave. and Juniper Ave. rights-of-way, and the undeveloped 7<sup>th</sup> St. right-of-way, and shall comply with DEQ and City standards and requirements.
4. Storm Drain. Developer Tract shall be served by onsite retention ponds of sufficient volume, pursuant to DEQ and City standards and requirements.
5. Right-of-Way. DEVELOPER shall improve the east side of Fir Ave and the west side of Juniper Ave adjacent to the site to the centerlines, including street, curb, gutter, and sidewalk. DEVELOPER shall improve the south side of East 8<sup>th</sup> Street with curb, gutter, and sidewalk adjacent to the site as well as part of this development. All improvements shall meet ADA requirements.
6. Zoning. Developer Tracts shall be zoned Residential Limited Multi-Family (RLMF) pursuant to the Laurel Municipal Code.
7. 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.
8. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts 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.
9. Property Maintenance/Conditions. DEVELOPER shall remove any debris, trash, or other refuse. If not complete within 90 days of filing of this

Agreement, the City shall be entitled to enforce all City ordinances and codes for the removal of the aforementioned items. The City shall be able to assess the Developer Tracts in order to enforce all applicable City codes and ordinances.

10. 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.
11. 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.
12. 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.

“DEVELOPER”

BITTERROOT GROVE, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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 person who signed the foregoing instrument as \_\_\_\_\_ of BITTERROOT GROVE, LLC, and who acknowledged to me that said 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 City of Laurel, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“CITY”

CITY OF LAUREL, MONTANA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

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

Upon Recording Please 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, storm water 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:

NUTTING BROS. SUBDIVISION, BLOCK 6, LOTS 1-12, AND BLOCK 7, LOTS 1-12,  
AND ABANDONED POTION OF HAZEL AVENUE BETWEEN BLOCKS 6 AND 7

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Subdivider/Owner

WAIVER-1

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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 BITTERROOT GROVE, LLC, 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 in \_\_\_\_\_, Montana  
My commission expires: \_\_\_\_\_





**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: Darrell Dyer - Bitterroot Group, LLC  
Address: PO Box 908, Laurel, MT 59044  
Phone: 701-651-5572
  
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: Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7  
Lot size: 4.68 acres  
Present use: Residential and vacant land  
Planned use: 60 Unit Planned Unit Development Townhome Project (Bitterroot Grove Townhomes)  
Present zoning: R-200  
(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: Fir Ave (west side of site); Juniper Ave (east side); undeveloped 7th St right-of-way (south side)  
Location of existing main: undeveloped 7th St right-of-way (south side)  
Cost of extension of approved service: \$278,784 for water for entire PUD development  
How cost determined: Engineer Estimate  
Timeframe for installation: Summer 2021

Sewer Service:  
Location of existing main: Undeveloped Alleys in Blocks 6 and 7, Nutting Bros. Subdivision  
Cost of extension of approved service: \$201,603 for sewer for entire PUD development  
How cost determined: Engineer estimate

Timeframe for installation: Summer 2021  
How financed: Privately Financed

Streets:

Is there any adjoining County ROW to the proposed annexation: Yes, 8th St. to the north, Fir Ave to the west, Juniper Ave to the east, undeveloped 7th St to the South

Location of existing paved access: 8th St (north side), Fir Ave (west side), Juniper Ave (east side)

Cost of paving: \$218,156 for road improvements for entire PUD Development

How cost determined: Engineer Estimate

Timeframe for construction: Summer 2021

**Other required improvements: Provide above information on attached pages.** Sidewalk improvements at estimated cost of \$31,000

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 \_\_\_\_\_.



## INSTRUCTIONS

### CITY-COUNTY PLANNING VARIANCE REQUEST

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These application instructions cover appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

This application form is supplied by the City and must be returned to the City.

The following is a list of information required for submittal to be considered complete.

1. It is mandatory that you meet with the City Planner prior to applying. The City Planner will provide you with a map of the property owners within 300' that you must have certified by a title company.
2. Provide a plot plan drawn to scale on paper not larger than 11"x17" which includes all existing and proposed structures and proposed variance measurements.
3. A set of three mailing labels for each surrounding property owner within the 300 feet.
4. A detailed justification referring to the Laurel Municipal Code Chapter 17.60.020.
5. Application, with fee (\$550 for residential; \$1,100 for commercial), must be made on or before the first day of the month prior to the month it will appear before the Laurel City-County Planning Board.

The public hearing before the City-County Planning Board is held on the 3<sup>rd</sup> Wednesday of the month at 5:35PM. in the City Council Chambers at 115 W. 1<sup>st</sup> Street, Laurel. **Applicant or Applicant Representative must be present at the meeting.**

The Laurel City-County Planning Board makes a recommendation to the City Council. The City Council will review the application at Council Workshop and then make a decision on the Council agenda.



## Laurel Variance Request Application

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This application covers appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

The undersigned owner or agent of the owner of the following described property requests a variance to the Zoning Ordinances of the City of Laurel as outlined by the laws of the State of Montana.

1. Name of property owner: Bitterroot Group, LLC (Darrell Dyer)
2. Name of Applicant if different from above: Darrell Dyer
3. Phone number of Applicant: \_\_\_\_\_
4. Street address and general location: South of 8th St, between Fir Ave and Juniper Ave.
5. Legal description of the property: Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7
6. Current Zoning: R-200. Annexation and PUD requested as well
7. Provide a copy of covenants or deed restrictions on property.

I understand that the filing fee accompanying this application is not refundable, that it pays part of the cost of process, and that the fee does not constitute a payment for a variance. I also understand I or my agent must appear at the hearing of this request before the Planning Board and all of the information presented by me is true and correct to the best of my knowledge.

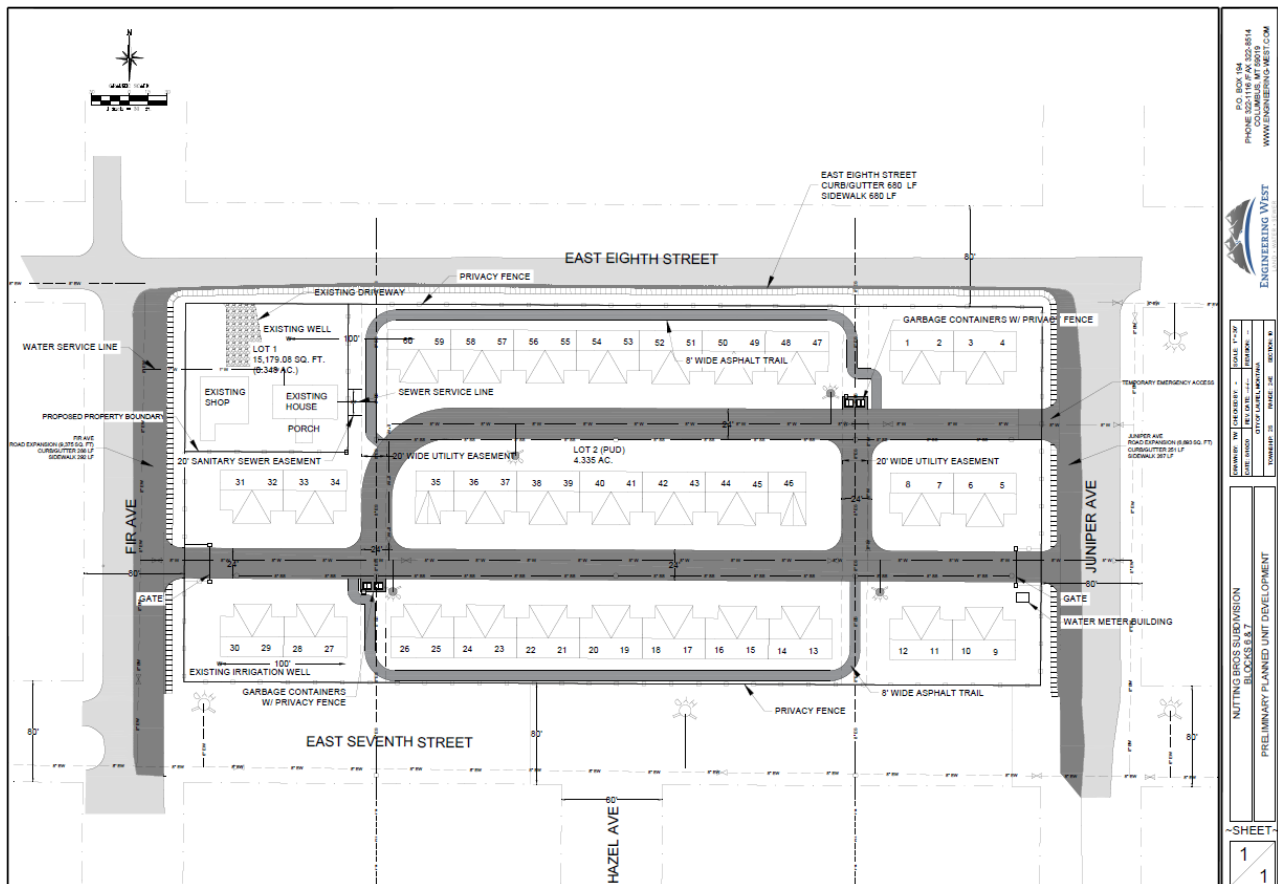
Signature of Applicant: \_\_\_\_\_

Date of Submittal: \_\_\_\_\_

# VARIANCE REQUEST AND JUSTIFICATION

## BITTERROOT GROVE TOWNHOMES PLANNED UNIT DEVELOPMENT DARRELL DYER

### NUTTING BROS. SUBDIVISION BLOCKS 6 & 7, PLUS ABANDONED PORTION OF HAZEL AVE. LAUREL, MONTANA



MARCH 2021

**Summary**

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development (Bitterroot Grove Townhomes) in Laurel, MT, on the south side of Eighth Street, between Fir Avenue and Juniper Ave. The development will utilize the Planned Unit Development (PUD) process, as outlined in the Laurel Municipal Code (LMC), Section 17.32.

The property is currently outside of Laurel city limits, and annexation has been requested. The property was split by an undeveloped portion of Hazel Ave, but abandonment has been conditionally approved by Yellowstone County. As a condition of approval for the Hazel Ave. abandonment, the landowner will resurvey the property to aggregate the property, as shown on the site plan.



**Aerial of Site**

**Variance Request**

Section 17.32.050(E) of the LMC requires PUDs have a minimum size of five acres. This request is to allow a variance to that requirement, allowing this 4.68-acre site to be reviewed as a PUD. The project area consists of two entire city blocks, plenty of area for a development of this type. The abandonment of Hazel Ave., as previously discussed, provides some more area, but to meet the five acre requirement, the alleys in Blocks 6 and 7 would have to be abandoned, as well as a portion of Seventh Street. There are existing utilities in these alleys and street rights of way, as well as a ditch

easement in the street right of way. It is the desire of the landowner to keep these utility lines intact and operational, not only for existing users but for this development as well. It is understood that the City also prefers to not abandon the alleys or 7<sup>th</sup> St.

### **Justification for Granting of the Variance**

The granting of this variance is necessary to allow this townhome PUD development to move forward under the criteria set forth in the LMC. Allowing this development to be approximately 1/3 of an acre smaller than the required PUD size is an insignificant reduction and allows this land to be developed in a desirable manner.

The granting of this variance is special and peculiar to this property and this application. The landowner owns nearly enough property to meet the required size, and additional land acquisition would be undesirable due to the presence of City-owned utilities and streets.

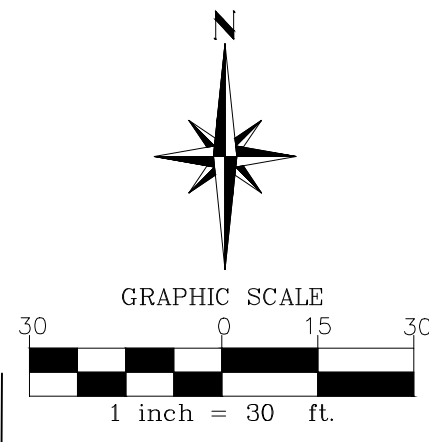
The basis for this variance request is not related to financial gain or loss of the landowner. This request simply allows for the PUD review process to be utilized for this development.

The hardship was not created by the applicant. In fact, the landowner has taken steps, such as the abandonment of Hazel Ave., to come as close as possible to meeting the size requirement.

This granting of this variance would be within the intent and purpose of the LMC, and would allow for an attractive development of the site.

The granting of this variance will not adversely impact or injure others. It is limited to this property, which is completely surrounded by City streets and rights of way. Existing utilities and infrastructure will be utilized and expanded as a result of this development.



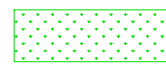


LANDSCAPED LEGEND

CHERRY TREE



LANDSCAPED GRASS



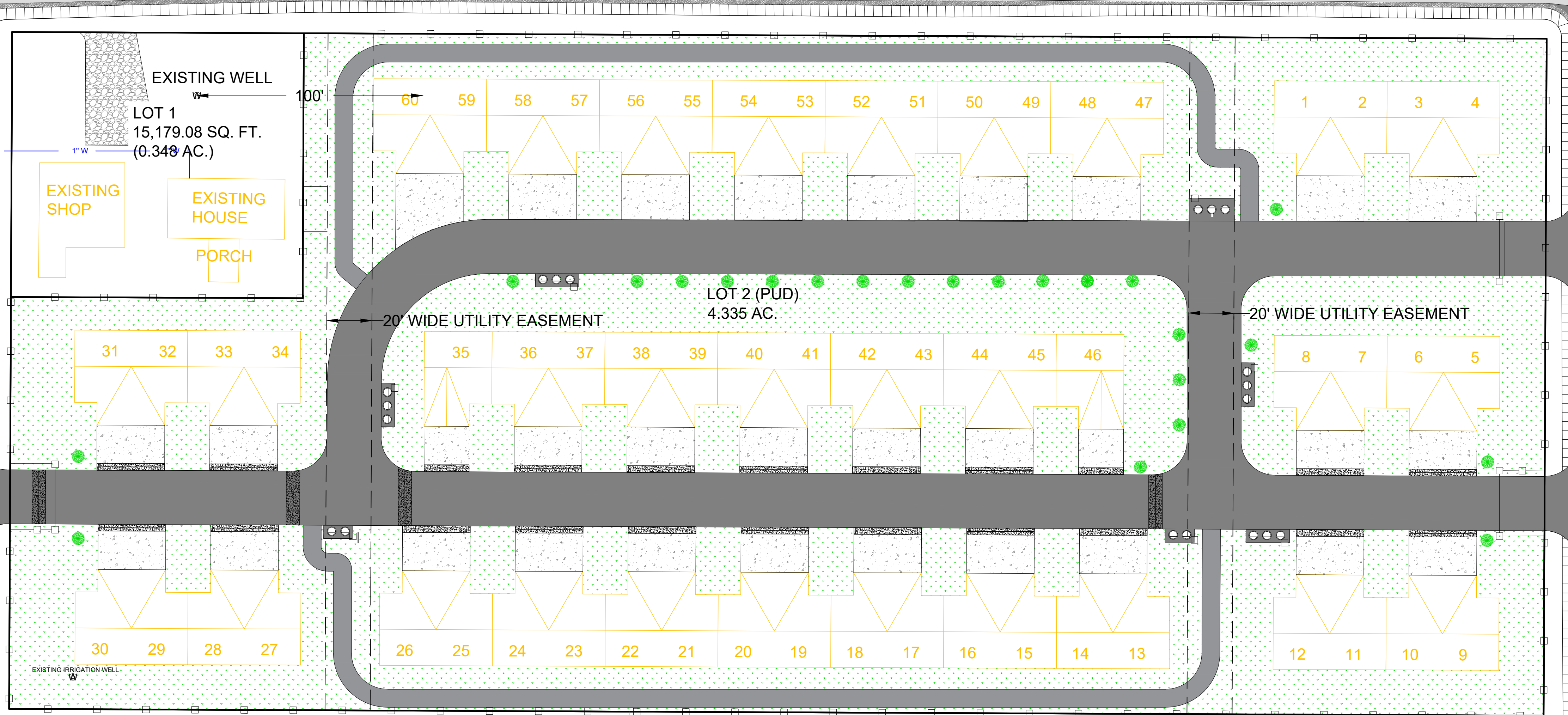
EAST EIGHTH STREET

FIR AVE

JUNIPER AVE

EAST SEVENTH STREET

HAZEL AVE



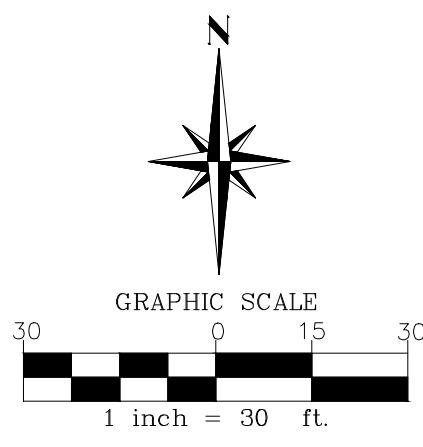
DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'	REVISION: --
DATE: 5/17/21	REV. DATE: --/--	CITY OF LAUREL, MONTANA	
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10	

BITTERROOT GROVE TOWNHOMES  
 PLANNED UNIT DEVELOPMENT  
 LANDSCAPE PLAN

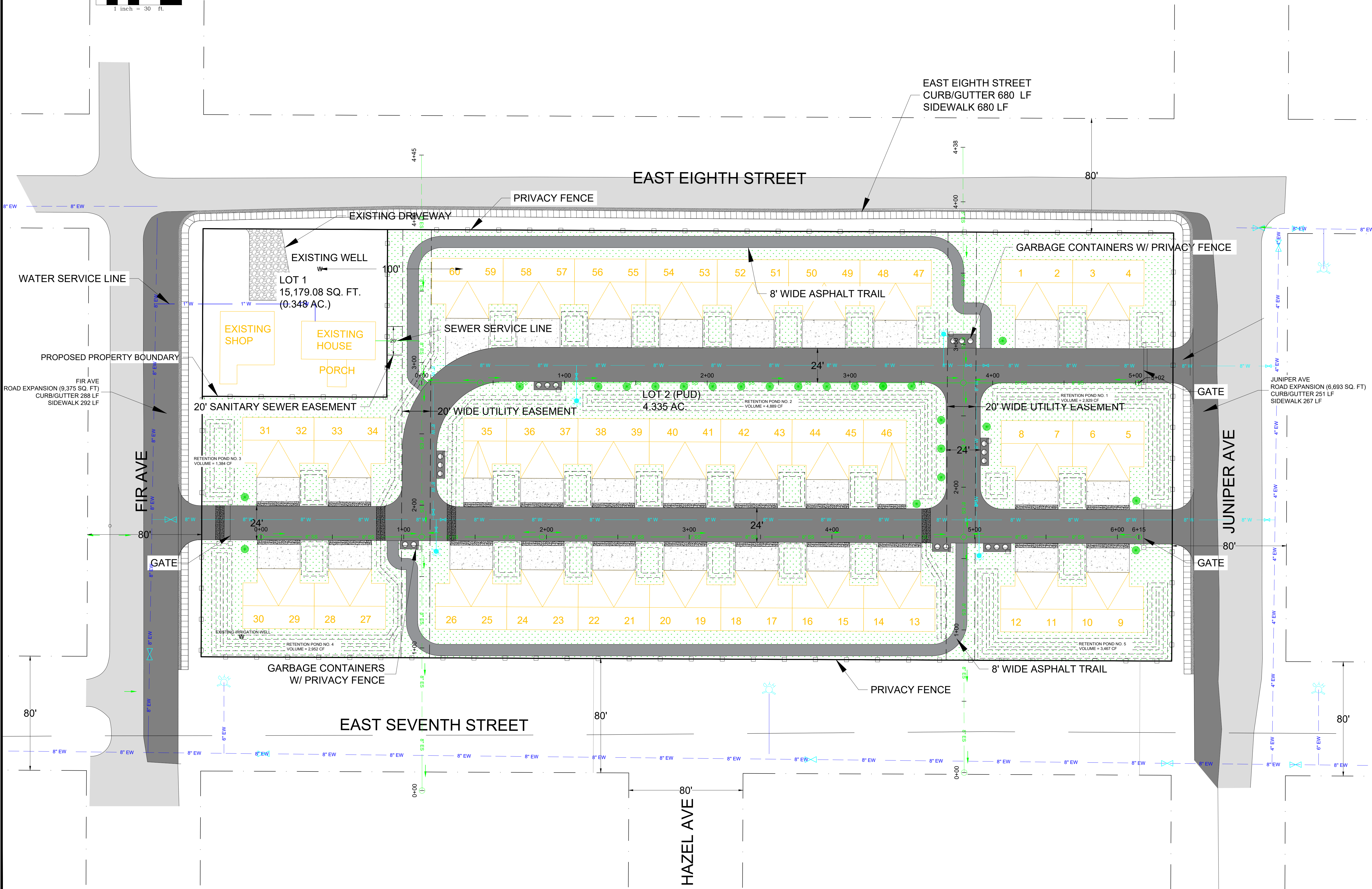
SHEET  
 1  
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P.O. BOX 194  
 PHONE 322-1116 / FAX 322-8514  
 COLUMBUS, MT 59019  
 WWW.ENGINEERING-WEST.COM



OPEN SPACE (37% OF AREA)  
 LANDSCAPED AREA : 1.42 AC. (61,802 SQ. FT)  
 PAVED WALKING TRAIL: 0.20 AC. (8,703 SQ. FT)



P.O. BOX 194  
 PHONE 322-1116 / FAX 322-8514  
 COLUMBUS, MT 59019  
 WWW.ENGINEERING-WEST.COM



DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'
DATE: 5/17/21	REV. DATE: --/--	REVISION: --
CITY OF LAUREL, MONTANA		
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10

BITTERROOT GROVE TOWNHOMES  
 PLANNED UNIT DEVELOPMENT

SHEET  
 1  
 1

Bitterroot Townhome PUD: Building Styles

The buildings within the Bitterroot Townhome PUD Development will be similar to the following examples. The development will include a variety of building styles to offer the development a certain amount of “personality” and to avoid the “cookie-cutter” appearance of tract housing.















Return To:  
Darrell Dyer  
112 3rd Ave  
Laurel, MT 59044

BYLAWS OF BITTERROOT GROVE TOWNHOMES ASSOCIATION  
A 55 AND OLDER COMMUNITY

1. APPLICABILITY OF BYLAWS.

The provisions of these Bylaws are applicable to The BITTERROOT GROVE which has been submitted to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for said TOWNHOMES. BITTERROOT GROVE is located upon the following described real property located in Billings, Yellowstone County,

Montana:

NEW PLAT WITH NEW LEGAL TO BE RECORDED AND THAT LEGAL INSERTED  
HERE LAUREL MONTANA NUTTING BROS SUBDIVISION

All present or future owners, tenants, or any other person who might use the facilities of the above-described property in any manner, are subject to the provisions of these Bylaws. The acquisition, rental, or occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with.

2. MEMBERSHIP MEETINGS AND VOTING.

(a) Membership. Each unit owner shall be a member of BITTERROOT GROVE HOA, hereinafter called "the Association". However, if the ownership of any unit is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the unit shall be deemed to be one member for the purpose of voting and the determination of any required quorum. Developer shall be deemed the owner of each unit not yet sold, and shall have one vote for each such unit.

(b) Ownership. Ownership shall be determined according to the records of

THESE BYLAWS PROVIDE FOR BINDING ARBITRATION OF DISPUTES  
the Clerk and Recorder of Yellowstone County, Montana, except that a personal representative, conservator, or trustee shall be deemed to be the owner of any unit owned or held by him or her in such capacity, whether or not the same shall have been transferred to his or her name by a duly recorded conveyance. Owners shall also include those purchasing units under purchase contracts

and who have an equitable interest in the unit as disclosed by the public record in the office of the Yellowstone County Clerk and Recorder, and in such an event, the equitable owner shall be considered as the only owner of such unit. Tenants shall be deemed to be owners only if the record owner has complied with the provisions of Section

70-23-102(16), MCA.

**Cc) Voting.** The owners of each unit shall be entitled to one vote per unit and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Whenever a unit is owned by two or more persons, any one of such owners may vote in the absence of protest by the other or others. Votes may be cast in person or by proxy.

(d) **Proxies.** Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting.

**Ce) Annual and Special Meetings.** The annual meeting of the Association shall be held on the first \_\_\_\_ of \_\_\_\_ of every year at \_\_\_\_ p.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the unit owners. Notice of all meetings shall be given to each member personally or by mail, telephone, e-mail, or facsimile at least 10 days prior to the day named for such meeting. The presence, in person or by proxy, of owners of a majority of the units at such meetings of the Association shall be required for the transaction of any business by the Association.

The agenda for the annual meeting shall include the following:

- (1) Determination of quorum;
- (2) Approval of minutes of last annual meeting;
- (3) Presentation of financial report for past year and budget for coming year;
- (4) Report Board opinion of adequacy of limits on insurance coverage;
- (5) Election of Directors;
- (6) Appointment of Arbitrator, as provided below;
- (7) Old business, if any; and
- (8) New business.

Meetings shall be conducted in accordance with Roberts Rules of Order.

(f) **Arbitrator.** At each annual meeting, the owners shall mutually agree upon and appoint one person who is not a member to serve as Arbitrator for the Board and members for the coming year. In the event of a dispute or disagreement between the directors and members or between two or more members which cannot otherwise be resolved without a lawsuit, except non-payment of assessments, or other monies owed the Association the issue shall be presented to the Arbitrator and the decision of the Arbitrator shall be binding upon the Association, its members, and its Board of Directors. The Arbitrator shall be paid a reasonable amount for the arbitration services. If an Arbitrator is not selected by the members, one or more Arbitrators shall be appointed in the manner provided by the Montana Uniform Arbitration Act, or any successor to that Act. Claims of non-payment of assessments or other monies owed the Association and foreclosure of a lien for unpaid assessments or monies owed the Association are ~ subject to binding arbitration.

(g) **Manner of Obtaining Approval of Unit Owners.** Approval of all decisions and resolutions of the Association which require the approval of unit owners may be obtained by vote at an annual or special meeting, or by written ballot or petition, circulated among the owners.

### 3. **BOARD OF DIRECTORS.**

(a) **Number of Directors.** The affairs of the Association shall be governed by a Board of Directors composed of three owners. Directors shall be elected by the members, provided, however, that \_\_\_\_\_ shall serve as one of the three elected Directors until all units are sold by the Developers. After sale of all units, the number of Directors may be increased upon affirmative vote of 75% of the members entitled to vote.

(b) **Term of Office.** Two Directors shall be elected at the first annual meeting of the Association for a one year term. \_\_\_\_\_, of \_\_\_\_\_, shall serve as the remaining Director for a two year term of office. Thereafter, the term of office of each Director shall be for two years, subject to the requirement that \_\_\_\_\_ must be one of these three Directors until sale of all units.

(c) **Nomination ~ Election.** Except as otherwise provided above, candidates for vacant Director positions shall be nominated from the floor at each

3

annual meeting. Each unit owner shall be entitled to one vote for each vacancy in the Board of Directors; cumulative voting shall be permitted. If votes are cast by the owners of a majority of the units, the candidate(s) receiving the greatest number of votes shall serve for the term. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected, or as an alternative, the existing Directors may contact members to determine who is willing to serve as a Director, and deliver a written ballot to all owners for voting. The ballot shall include the names of all owners willing to serve for the term(s) to be filled.

**Cd) QUALIFICATIONS OF Directors.** Directors must be members of the Association, or, in the case of partnerships, LLCs, LLPs and corporate members, a designated representative of the corporate member, partnership, LLP or LLC.

**Ce) Compensation.** No compensation shall be paid to Directors for their services as Directors unless salaries for Directors are approved by vote of one owner of each unit. However, Directors shall be reimbursed for actual expenses incurred in the performance of their duties.

**(f) Meetings.** Regular and special meetings of the Board of Directors may be held at such times and places as shall be determined by the Directors. Notice of such meetings shall be given by the Secretary to each Director and to the Treasurer and President of the Association, personally or by mail, telephone, facsimile, or e-mail at least three days prior to the day named for such meeting. If notice is given by e-mail, the Association shall maintain a record of all e-mails sent. A majority of the Directors shall be needed for a quorum and any action by the Board shall require approval of a majority of the Directors present at the meeting. Directors may have telephone meetings so long as all Directors are present or are given the opportunity to be present, and so long as each Director is able to speak to and be heard by the others. Unless otherwise agreed by all Directors, meetings of Directors shall be conducted in accordance with Roberts Rules of Order. In any event, all Directors shall be given an opportunity to briefly speak without repeated interruptions, and formal votes shall be taken and recorded. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board. Owners may attend Board meetings, but their participation in the meetings may be limited to the extent determined by the Directors present at the meeting.

**(g) Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do

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all acts and things as are not by law, the Declaration, or these Bylaws directed to be exercised by the members. In addition, the Board of Directors shall have the following powers and duties:

- (1) To enforce the provisions of the Declaration of Unit Ownership and these Bylaws by appropriate action.
- (2) To determine the amount of assessments payable by the unit owners for common expenses and to allocate and assess said expenses among unit owners in proportion to their respective interests in the common elements. Assessments shall include reasonable reserve funds. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Association.
- (3) In its discretion, to impose special assessments for approved capital expenses and for emergencies as they are incurred.

- (4) To send written notice of any change in the regular assessments and written notice of any special assessment to each owner at least 30 days before its due date.
  - (5) To record and foreclose a lien against any unit for unpaid assessments or other monies owed the Association by an owner or to bring an action at law against the owner personally obligated to pay the same.
  - (6) To adopt a schedule of late payment fees, with consent of 75% of the members entitled to vote.
  - (7) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
  - (8) With consent of a majority of the unit owners, to adopt a schedule of fines for violation of the Declaration, these Bylaws, or the duly adopted rules and regulations of the Association.
  - (9) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
  - (10) To procure and maintain insurance required or authorized to be purchased by the Association.
  - (11) To pay all debts of the Association.
  - (12) To grant and accept easements, permits, and licenses on behalf of all unit owners, as necessary for the proper operation of the project.
  - (13) To rent or lease the basement apartment, collect the rents, terminate the leases or rental agreements and take all usual actions of a landlord as permitted by the Montana Landlord-Tenant Act.
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- (14) To authorize occupancy of the basement apartment, rent free, to a manager or caretaker employed by the Association.
  - (14) To contract for repairs, maintenance, alterations, additions, and improvements which are the obligation of the Association.
  - (15) Upon written request from any person, agency or corporation having an interest or prospective interest in a unit, to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding tax year, at the requesting party's expense. The Board shall require that audit

expenses be paid in advance of beginning the audit.

- (16) To review and approve or disapprove all requests from unit owners for consent to modify, alter, or add to any limited or general common element, and to remove or replace any unapproved modifications or additions at the expense of the offending unit owner.
- (17) To file annual corporate reports with the Montana Secretary of State and to pay the required fee.
- (18) To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.
- (19) To provide any notices required by these Bylaws or the Declaration of Unit Ownership for The Terrace.
- (20) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association or to an independent contractor or agent.
- (21) To engage the services of a paid manager, managing agent or caretaker. If the Board hires a professional management agent, the contract with that agent must permit termination of the contract by either party, without penalty, after 90 day advance notice of termination is given.
- (22) To supervise all officers, agents, and employees of the Association to ensure that they properly perform their duties.

**(h) Directors as Agent and Attorney-in-Fact for Unit Owners.** The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the unit owners of all of the units and for each of them to manage, control, and deal with the interests of such unit owners in the common elements, including the exterior of the building as necessary to permit the Board of Directors to fulfill all of its powers, rights, functions, and duties.

The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each unit owner, each mortgagee, other named insureds, and their beneficiaries, and any other holder of a lien or other interest in the

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PUD TOWNHOME PROPERTY or the property to:

- (1) Adjust and settle all claims arising under insurance policies purchased by the Board of Directors;
- (2) Execute and deliver releases upon the payment of claims; and

- (3) Act on their behalf in any condemnation proceeding or act of eminent domain.

The mortgagee and guarantor of the mortgage on any unit shall have the right to timely written notice of any condemnation or casualty loss that affects a material portion of the project or the unit securing its mortgage.

Ci) Resignation and Removal of Directors. Any Director, except \_\_\_\_\_, may be removed from office by the majority vote of the unit owners. In the event of resignation or removal of a Director, the vacancy shall be filled at a special meeting of the unit owners or by written ballot circulated among the owners in the manner provided for the election of Directors, with the person so elected serving the balance of the unexpired term.

#### 4. OFFICERS.

(a) Board Elects Officers. The Board of Directors shall annually elect a President, a Secretary, and a Treasurer. The Board in its discretion may also elect a Vice-President. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board and may be removed by the Board, with or without cause. In the event of a vacancy, the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose. \_\_\_\_\_ shall serve as interim President and Secretary respectively until the first annual meeting of the Association.

Cb) Qualifications of Officers. Directors may also serve as officers but are not required to do so. Officers may be Directors, other members of the Association, or persons who are not members.

(c) Duties. The President shall preside at all meetings of the Association and of the Board of Directors, shall supervise the affairs of the Association and its officers, shall have all of the powers and duties usually vested in the office of President and shall also perform such other duties as from time to time may be imposed by the Board of Directors. The Vice-President, if any, shall act in the place of the President, and shall have such other duties as may be assigned by the Board of Directors. The Secretary shall keep all books and records of the Association and

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the Board of Directors and record all minutes of meetings of both, shall keep a record of all members of the Association, and shall serve all required notices. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. All checks over \$500.00 must be signed by two officers. Officers signing checks must be members of the Association. If the Association hires a manager, some of the duties may be delegated to the manager. However, the manager shall not have the right to sign checks.

(d) Compensation. Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors.

5. LIABILITY OF OFFICERS AND DIRECTORS.

The Officers and Directors of the Association shall not be liable to the Association or any unit owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. Except to the extent that such damages and expenses are satisfied by Officer's and Director's liability insurance, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was an officer or director of the Association against damages and expenses, including attorney fees, judgments, fines and amounts paid in settlement incurred by the person in connection with such action, suit or proceeding, if the officer or director acted in good faith and in a manner the officer or director reasonably believed to be in, or not opposed to, the best interest of the Association. If not satisfied by insurance proceeds, such damages and expenses shall be a common expense.

6. INSPECTION OF RECORDS.

The books, records, and papers of the Association and a copy of the current Declaration of Unit Ownership, Bylaws, Articles of Incorporation, and rules and regulations, if any, for BITTEERROOT GROVE, shall be open for inspection by any unit owner and by holders, insurers, and guarantors of first mortgages on units at any reasonable time, after reasonable notice to the Secretary.

7. EMERGENCY ACCESS.

Directors and their manager, if any, shall have the right to enter any unit in case of an emergency originating in or threatening such unit whether or not the owner or occupant is present at the time.

8. INSURANCE.

(a) Except as otherwise provided in subsection (k) below, the Board of Directors shall insure all common element improvements, including every part of the building and all fixtures attached or affixed to any part of the building by screws, nails, glue, cement or other building material, against loss or damage by fire and other casualty in an amount representing the full insurable value thereof, less a deductible in an amount to be determined by the Board. Such insurance shall be "all-in" coverage. Works of art or purely decorative items normally not considered to be part of the real estate when A TOWNHOME unit is sold are not fixtures, even though temporarily attached to a wall with nails or screws.

(b) The Board of Directors shall purchase public liability and property damage insurance, insuring the Association and the unit owners for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership, use, or occupancy of the



common areas, with policy limits to be determined by the Board, but no less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.

(c) The Board of Directors shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Board employs a management agent, the agent must have its own fidelity insurance policy providing the same coverage required above.

(d) The Board shall purchase Officer's and Director's liability insurance covering each member of the Board and each officer of the Association; the amount of coverage shall be determined by the Board.

(e) The cost of all insurance purchased by the Association shall be a part of the common expense.

(f) All insurance policies shall be issued by an "A" rated or better company approved by FNMA; Directors shall seek to obtain the best insurance value, considering the coverage, the price, the financial stability of the insurer, and the history of the insurer in promptly and properly handling claims.

(g) In the event of a loss exceeding one thousand dollars (\$1,000.00), all Association insurance proceeds shall be paid to the Board of Directors as trustee for disbursement.

(h) Each policy shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any units and shall require the insurer to notify the Association, each unit owner, and each first mortgage holder, in writing, of any lapse, cancellation or substantial change to the policy at least ten days prior to the date on which such cancellation or change takes effect. Duplicate originals of all new insurance policies and of all policy renewals, together with proof of payment of premiums, shall be delivered to all mortgagees and contract sellers of units at least ten days prior to expiration of the current policies. THIS IS A 55 AND OLDER COMMUNITY THE ASSOCIATION MUST APPROVE ALL SALES TO ENSURE THE AGE RESTRICTIONS ARE MAINTAINED.

(i) The Board of Directors shall annually review the adequacy of limits of coverage of insurance policies, shall obtain an appraisal from an insurance company or other knowledgeable person or business of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of property insurance required under this section, and report its findings and opinion regarding insurance to the membership of the Association at its annual meeting.

(j) Insurance policies shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured.

(k) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and provided that the

liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. Insurance purchased by the Association shall not cover personal items, such as furniture or clothing inside the units. Owners must insure their personal property and obtain liability insurance to cover injury or damage occurring within their unit if they wish such insurance coverage. If any major improvements are made to the interior of a unit after initial purchase of the unit, those improvements (betterments) must be insured for fire or other casualty on the owner's personal insurance policy if the owner wishes to have insurance. Insurance on such betterments will not be purchased by the Association. Replacement of worn fixtures or equipment with similar new ones shall not be deemed a betterment.

(1) Insurance payments for a fire or other property loss insured by the Association shall be applied by the trustee to repair or replacement of the damaged property. In the event of loss to one or more but not all units, any amount needed to repair or replace the unit, in excess of insurance payments, shall be paid by the owner of that unit. If insurance proceeds exceed the replacement cost of the units, excess proceeds shall be credited to the accounts of all unit owners.

(m) The Association shall pay, as a common expense, the deductible amount for any property loss insured by the Association if the damage is only to the common elements. In all other cases, owners of the damaged units shall pay the deductible in proportion to the amount of the loss to each damaged unit reported on the insurance claim.

## 9. PROPERTY LOSS.

Property damaged by fire or other casualty must be repaired or rebuilt unless there is a total loss of all units, all unit owners agree not to rebuild, and there is agreement not to rebuild by mortgagees that represent at least 51% of the votes of the units that are subject to mortgages. Insurance payments for a property loss insured by the Association shall be applied by the Board, or its designated trustee, to repair or replacement of the damaged property except in the event of a total loss of all units and a decision not to rebuild. Units which are repaired or replaced after casualty shall conform in style, quality, and appearance to the unit as it existed prior to the casualty.

## 10. ASSESSMENTS FOR COMMON EXPENSES.

(a) When Assessments Begin. The owner of each completed unit shall be obligated to pay monthly and special assessments for common expenses beginning on the 1st day of the month following sale of the first unit by Developer.

(b) Amount. Prior to the annual meeting, the Board of Directors shall prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each monthly assessment for the coming year, shall be delivered to each unit owner at least one week before the annual meeting. Each monthly assessment shall equal the total estimated common expenses for the coming year, plus a reasonable reserve allowance for replacement of improvements, divided by twelve, multiplied by the percent of undivided interest in the common elements for the assessed unit. Assessments shall be due and payable on the first

day of each month. If an annual budget is not prepared as required, the monthly assessment due shall be equal to the amount of the monthly assessment for the previous year until changed by the Board of Directors. The regular monthly assessments may be changed by the Board at any time it determines that the change is necessary or advisable. Written notice of the amount of any changed monthly assessment shall be given to each unit owner at least 30 days in advance of the first payment due date for the assessment. Except for changes in the amount of the monthly assessments, no bills or other notices that monthly assessments are due need be given by the Association. Assessments must be based upon and computed by using the percentile interest that each unit owner has in the common elements.

Cc) Special Assessments. Special assessments may be made by the Board of Directors for capital improvements only upon an affirmative vote of ALL of the members entitled to vote. The Board may impose special assessments for unanticipated emergency expenses without a vote of the members.

(d) Interest and Late Fees. Assessments paid more than 10 days after the date when due shall bear interest at the rate of ten percent (12.0%) per annum from the date when due until paid; in addition, late paying owners shall be obligated to pay a late fee if a schedule of late payment fees has been adopted by the Board of Directors. All payments upon assessments shall be applied first to late fees, then to interest, and then to the earliest assessment due.

Ce) Record Keeping. All assessments collected by the Association may be commingled in a single fund from which shall be paid the expenses for which the assessments are made. Separate records of payments received shall be kept for each unit.

Cf) No Exemption from Payment. No unit owner is exempt from payment of any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the unit.

(g) Account Balance Transfers with Unit. No unit owner shall be entitled to receive the balance in that owner's assessment account upon sale of the owner's unit. The account balance shall pass with sale of the unit to the credit of the new unit owner. This provision shall not be deemed to prohibit a selling owner from collecting the balance of that owner's assessment account from a purchaser.

Ch) Remedies for Failure to Pay. The remedies for failure to pay assessments are set forth in the Declaration of Unit Ownership.

## II. MAINTENANCE OF UNITS AND COMMON ELEMENTS.

Ca) Unit Owner Responsibilities. Every unit owner shall be responsible for all maintenance of and repairs to the owner's unit, for replacement of broken glass in the unit. Each owner shall be responsible for all damages to the other units adjoining caused or to the common elements resulting from failure to effect such maintenance and repair. Each unit owner shall be responsible for paying all taxes and assessments on his or her unit and for payment for all utilities provided to the unit, except water and sewer. All utility lines and pipes, fixtures, and

equipment serving only one unit shall be maintained, replaced, and kept in good repair by the unit owner.

All maintenance and repairs for which an owner is responsible shall be paid for by the owner. [In the event an owner or tenant fails or refuses to provide adequate maintenance or repairs, the Association may, after ten day advance written notice to the owner, enter into the owner's unit and make the needed repairs or do the maintenance, and charge the actual cost of such repairs or maintenance to the unit owner. Any such costs shall be a lien on the unit on which repairs were made or maintenance was done, and if unpaid, may be foreclosed in the same manner as a lien for common expenses.

Each owner shall use a reasonably high standard of care in maintaining their individual unit so that BITTERROOT GROVE will reflect a high pride of ownership. The Board of Directors of BITTERROOT GROVE Association shall be the final authority in determining whether an owner is providing adequate maintenance.

**Cb) Association Responsibilities.** Except as otherwise provided above, the Association shall be responsible for any maintenance, repair, and replacement of common elements. The Association shall pay landscaping care, for snow removal from the STREETS and sidewalks, and for paving and striping as needed. The Association may employ personnel necessary for all required maintenance, upkeep, and repair. The Association shall use a reasonably high standard of care in providing such maintenance, management, and repair so that BITTERROOT GROVE will reflect a high pride of ownership.

## 12. RESTRICTIONS OF USE.

The following restrictions apply to use of all units and common areas:

(a) **Types of Uses Allowed.** The property shall be used only for residential purposes except that an owner may use a portion of the unit for an office so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant and provided the use complies with the applicable zoning ordinances of the City of Laurel. In addition, Developer shall have the right to maintain a sales office in the project until all units are sold.

(b) **Pets.** A maximum of one dog and one cat shall be permitted in each unit only if kept under the owner's control at all times. No pets shall be allowed to run loose on the common area. Owners shall be responsible for promptly cleaning up after their pets and for payment for any damage caused by their pets. Owners shall keep all pets on their property unless walking with a lease.

Any owner shall pay a fine, imposed by the Board, of \$50.00 for a second violation of any of these pet restrictions and a fine of \$100.00 for each violation thereafter. Such fines shall be a common expense, payable only by the offending unit owner. In addition, the Board may require an owner to permanently remove a pet from Bitterroot Grove property if the Board receives two bona fide complaints that the animal is a nuisance from one or more other owners within a six

month period. No reptiles shall be kept in any unit.

(c) **Nuisances.** No nuisances or unlawful activities shall be allowed on or within any unit or the common areas, nor shall any use or practice be allowed which interferes with the peaceful possession or allowed use of the property by others.

(d) **Alterations to Building and Common Elements.** Nothing shall be done in, on, or to any unit or in, on or to the limited or general common elements which will impair the structural integrity of the building. Except as otherwise provided herein, no unit owner or occupant shall erect or place any building or structure on any common area, add or remove landscaping, nor make any other additions or alterations to any common areas except in accordance with plans and specifications approved by the Board of Directors. If plans and specifications have not been approved in writing by the Board within 45 days after submission, they shall be deemed disapproved.

(e) **Antennas and Satellite Dishes.** No antennas or satellite dishes exceeding one meter in diameter or diagonal measurement, and no air-conditioning units, wiring, or any other device shall be installed on the exterior of the building or on common elements without prior written approval of the Board. Owners may install a small satellite dish or antenna not exceeding one meter in diameter or diagonal measurement on their terrace or on the roof of the building without prior approval of the BITTERROOT GROVE Board of Directors. The location of the satellite dish must comply with the ordinances of the City of Laurel..

(f) **Garbage.** All garbage and trash must be placed in the proper receptacles designated for refuse collection, and no garbage or trash shall be placed elsewhere on any common element.

(g) **Noise** Residents and their guests shall exercise care about making noise which may disturb other residents. No unit owner shall make or permit excessive noise between the hours of 11:00 p.m. and the following 7:00 a.m. if such noise shall disturb or annoy occupants of other units.

(h) **Parking.** Unit owners shall not park vehicles in such a manner as to block sidewalks or access to the street, or take up more than one parking space with a single vehicle, nor shall they permit any member of their family, guests, or tenants to do so. Junked or non-operational vehicles, boats and trailers, and motorhomes shall not be parked on common areas. Improperly parked vehicles may be removed at the owner's expense.

(i) **Blocking Access.** Owners shall not take or permit any occupant or guest to take any action which impairs pedestrian access to another unit or vehicle access to the parking area.

(j) **Fire Prevention.** No unit owner shall perform any act or store anything within a unit or on the common areas which might increase the rate of fire insurance for BITTERROOT GROVE or increase the probability of fire as a result of such act or the storage of such items.

(k) **Fines.** The Board of Directors is hereby authorized to adopt a schedule of fines for violation of any of the provisions contained in this Section and for violation of any additional

rules and regulations adopted by the Board pursuant to Section 13 below, and to assess such fines against all owners who violate these provisions.

The owner of each unit shall be responsible for fines resulting from the conduct of the occupants of the unit and their guests. In the event any owner, any occupant, or a guest of any occupant fails to abide by the provisions of this Section, or the rules and regulations adopted pursuant to Section 13 below, the Board shall be entitled to recover from the unit owner all costs and attorney fees incurred by it in compelling compliance, including collection of fines imposed for violations, with or without initiating arbitration or filing a lawsuit. If an owner wishes to dispute the imposition of a fine against that owner, the owner must submit the dispute to the Arbitrator within six weeks after receipt of written notice of the fine; failure of an owner to submit the dispute to arbitration within six weeks shall be deemed an admission that the fine was properly imposed by the Board. All fines shall be a lien on the unit of the owner against whom they are imposed, and if unpaid, the lien may be foreclosed in the same manner as a lien for common expenses.

### 13. RULES AND REGULATIONS.

Administrative rules and regulations concerning the use of the common elements may be promulgated and amended by the Board of Directors with the approval of *A majority of the members* entitled to vote.

A copy of the current rules and regulations shall be provided to each unit owner by the Secretary of the Association, without cost, upon receipt of a request

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### 14. WORKING CAPITAL.

The Developer, as agent of the Board of Directors, shall collect from the initial purchaser of each unit, at the time of closing, an initial capital payment equal to the Buyer's prorata share of insurance for the year plus an amount equal to the amount of the regular monthly assessments for two months. The Developer shall be entitled to retain the Buyer's pro-rata share of insurance for the current premium period if Developer paid the premium for the unit sold for that period; otherwise, the premium shall be paid to the Association's insurance agent. The remainder of each initial capital payment collected from the buyers shall be delivered to the Board of Directors to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, including initial maintenance, equipment, supplies, organizational costs, furnishings for common areas, other start up costs, and such other purposes as the Board of Directors may determine. These funds may not be used by Developer to defray any of its expenses, construction costs, or other financial obligations, and shall NOT be considered to be prepayment of regular monthly assessments.

In addition, at closing, the Developer shall collect from the initial purchaser of each unit the Buyer's pro-rata share of the assessment for that month.

**15. LIABILITY OF THE ASSOCIATION AND UNIT OWNERS.**

The Association shall not be liable to any unit owner or any occupant of a unit for any failure to provide services paid for as a common expense or for any uninsured injury or damage to person or property caused by the elements or resulting from water, snow, or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance, or equipment into a unit. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. This shall not be deemed to be a waiver of any liability between unit owners. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance, or order or directive of any government authority. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured injury or damage to person or property caused by another unit owner. Any such liability shall be attributed solely to the responsible unit owner. The Association shall not be liable to any unit owner or any occupant

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of a unit for uninsured personal injuries or uninsured injuries to property occurring on common elements.

**16. AMENDMENT.**

(a) Prior to sale and closing of \_\_\_ units, these Bylaws may be amended by Developer. Each owner, by acceptance of a deed to any TOWNHOME shall be deemed to have approved any such amendment by Developer and to have granted to Developer the power, pursuant to Section 70-15-301, MCA, to make such amendments.

(b) These Bylaws may also be amended by the Association either in a duly constituted meeting called for such purpose or by written petition circulated among the owners. However, no amendment shall take effect without the approval of Developer until such time as all units have been sold by Developer. No amendment shall take effect unless approved by at least 75% of the unit owners entitled to vote and until a copy of the amendment, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. In all cases, however, the Bylaws shall always include those particulars required to be included therein by the Montana Unit Ownership Act.

(c) The consent of at least 51% percent of eligible mortgage holders shall be required for a change in any of the following:

(i) Changes in insurance requirements; and

(ii) Changes in any provisions which expressly benefit mortgage holders, insurers, or guarantors.

**17. BYLAWS ARE COVENANTS.**

The provisions of these Bylaws shall be covenants running with the land and shall be binding on all owners, their tenants, and guests for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

**18. ENFORCEMENT AND WAIVER.**

These Bylaws may be enforced in the manner set forth in the Declaration of Unit Ownership for The Terrace, in these Bylaws or as otherwise authorized by Montana law. In the event the Board of Directors shall refuse or neglect to enforce the provisions of these Bylaws, the Declaration of Unit Ownership, or duly adopted rules and regulations, any unit owner shall have the right to do so.

Failure of the Association, its Board of Directors, or any of its members to enforce the provisions of these Bylaws or the Declaration of Unit Ownership of The

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Terrace or any rules and regulations adopted by the Association shall not be deemed a waiver of the right to do so in the future.

The losing party in any lawsuit or arbitration proceeding brought to enforce these Bylaws or the Declaration or to foreclose a lien described in the Declaration or these Bylaws shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. In the event the services of an attorney are used by the Association or its Board of Directors to enforce these Bylaws without filing a lawsuit or initiating arbitration, the party violating these Bylaws shall be obligated to pay the attorney fees incurred by the Association; the attorney fees shall be a lien on the unit of the violating owner. The lien may be enforced in the same manner as a lien for unpaid assessments for common expenses.

**19. DEFINITIONS.**

The terms used herein shall have the definitions set forth in the Declaration of Unit Ownership for BITTERROOT GROVE.

**20. HEADINGS.**

The headings used in these Bylaws are for convenience only and shall not be deemed to limit the provisions of these Bylaws.

**21. NOTICE.**

Except where otherwise provided in these Bylaws, any written notice required or provided for in these Bylaws or in the Declaration of Unit Ownership for BITTERROOT GROVE shall be hand-delivered or mailed to the last address provided by the owner to the Association. A notice sent by certified mail shall be deemed delivered three days after the date



when mailed, whether or not actually received by the owner to whom it was sent.

IN WITNESS W.FIEREOF, the undersigned, being the interim President and Secretary of the Association, have executed this instrument as evidence of the adoption of the aforesaid Bylaws by the Association and hereby certify that the foregoing is a true and correct copy of the Bylaws of the Association.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2007.

**BITTEERROOT GROVE HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_, President

By: \_\_\_\_\_, Secretary-Treasurer

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STATE OF MONTANA )

ss.

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the President of BITTERROOT GROVE HOMEOWNERS ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

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

(seal) (print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_ 200~

STATE OF MONTANA )

ss.

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared KEN TOLLIVER, known to me to be the Secretary-Treasurer of THE TERRACE HOMEOWNERS

ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

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

(seal)

(print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_200

**File Attachments for Item:**

25. Resolution No. R21-51: Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue And Alleyways Located Between Blocks 6 And 7 And Adjoining Rights Of Way, As An Addition To The City Of Laurel, Yellowstone County, Montana.

**RESOLUTION NO. R21-51**

**RESOLUTION OF ANNEXATION AND ZONING FOR NUTTING BROTHERS SUBDIVISION, BLOCK 6, LOTS 1-12 AND BLOCK 7, LOTS 1-12 AND THE ABANDONED PORTION OF HAZEL AVENUE AND ALLEYWAYS LOCATED BETWEEN BLOCKS 6 AND 7 AND ADJOINING RIGHTS OF WAY, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, an annexation application was submitted to the City of Laurel by the owner (“Petitioner”) of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for annexation to the City of Laurel with zoning as provided by the Laurel Municipal Code; and

WHEREAS, Petitioner constitutes the owner of the entire property proposed to be annexed, as described below; and

WHEREAS, the Laurel City-County Planning Board reviewed the Annexation and Zone Change application at a duly advertised public hearing that was held on May 19, 2021 and a subsequent public hearing that was held on August 18, 2021; and

WHEREAS, the Petitioner submitted an application for a Planned Unit Development (PUD) and variance to the project size requirements within the Laurel Municipal Code.

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development and Variance application at a duly advertised public hearing that was held on May 19, 2021 and a subsequent public hearing that was held on August 18, 2021, in conjunction with the public hearings for annexation and zoning.

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed annexation area; and

WHEREAS, based on the evidence and testimony provided at the hearing, the Laurel City-County Planning Board approved a motion to recommend a conditional approval of annexation and zoning to the Laurel City Council.

WHEREAS, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, and of Petitioner, that the following described territory be annexed to the corporate limits of the City of Laurel, with the zoning changed to Residential Limited Multi-Family (RLMF) upon annexation of the property and such annexation is conditioned as follows:

1. The property and adjacent rights-of-way shall be cleared of personal property, debris, and refuse within 90-days of annexation approval.
2. The Annexation Agreement, Waiver of Right to Protest, and the City Council Resolution approving annexation shall be filed with the Yellowstone County Clerk & Recorder within 90-days of annexation approval.
3. All construction and installation of public improvements must be completed within two years of annexation.
4. 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 of 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.

WHEREAS, annexation of the property is conditioned on the satisfactory completion of all requirements and conditions imposed by the City Council; and

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

1. Pursuant to MCA Section 7-2-Part 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 the application for annexation as additionally described below.
2. The owner of record of the territory annexed to the City of Laurel has executed an application seeking such annexation.
3. The following described territory is hereby annexed to the City of Laurel:

Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned Hazel Avenue and the alleyways therein, Nutting Brothers Subdivision, and adjoining rights of way for East 7<sup>th</sup> Street, East 8<sup>th</sup> Street, Juniper Ave, and Fir Ave, according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.

4. That upon annexation the zoning designation of the above-described property shall be Residential Limited Multi-Family (RLMF), as provided by City Ordinance.
6. Petitioner shall provide a signed annexation agreement as a condition of annexation as provided herein.
7. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.
8. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
9. Annexation of the property is conditioned on the City Council's approval of the satisfactory completion of all requirements and conditions imposed by the City Council with such approval; and

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 14<sup>th</sup> day of September 2021

APPROVED by the Mayor this 14<sup>th</sup> day of September 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

**File Attachments for Item:**

26. Resolution No. R21-100: A Resolution Of Annexation And Approval Of Zone Change For The Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel, Subject To Conditions Imposed By The City

**RESOLUTION NO. R21-100**

**A RESOLUTION OF ANNEXATION AND APPROVAL OF ZONE CHANGE FOR THE CHERRY HILLS SUBDIVISION, THIRD FILING, AN ADDITION TO THE CITY OF LAUREL, SUBJECT TO CONDITIONS IMPOSED BY THE CITY.**

WHEREAS, the property owner’s agent (“Petitioner”) submitted a Petition on the property owner’s behalf, seeking annexation to the City of Laurel and a zone change from Residential Tracts to R-7500 zoning as provided by the Laurel Municipal Code; and

WHEREAS, Petitioner constitutes the owner of the entire property proposed to be annexed, as described below; and

WHEREAS, the Laurel City-County Planning Board reviewed the Petition for Annexation and requested zone change along with documents provided by Petitioner and City Staff and held a duly advertised public hearing on August 18, 2021; and

WHEREAS, the Laurel City-County Planning Board conducted the public hearing and gathered comments from proponents and opponents to the annexation and zoning requests; and

WHEREAS, based on the evidence and testimony provided at the hearing the Laurel City-County Planning Board approved a recommendation to the City Council for approval of the annexation request as well as the requested zone change, subject to the conditions contained in the Staff Report; and

WHEREAS, the City Council scheduled and conducted a public hearing on the Petition on September 14, 2021 and allowed both proponents and opponents of the Petition to provided testimony and/or evidence into the record prior to their decision; and

WHEREAS, based on the public hearing and all evidence presented and existing in the City File, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, and of Petitioner, that the following described territory be annexed to the corporate limits of the City of Laurel, with the requested zone change, only if the conditions contained in the Staff Report dated August 25, 2021, attached hereto and incorporated herein, are satisfied by Petitioner.

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

1. Pursuant to MCA Section 7-2-Part 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 the petition for annexation as additionally described below.
2. The owner of record of the territory annexed to the City of Laurel has executed a petition seeking such annexation.



3. The following described territory is hereby annexed to the City of Laurel:

Cherry Hills Subdivision 3<sup>rd</sup> Filing, consisting of 9.37 acres of property further described as follows:

S08, T02S, R24E, COS 3034, Parcel TR1, in N2(01), Yellowstone County, Montana.

4. That the requested zone change from Residential Tracts to R-7500 zoning for the above-described property is hereby approved. The Official Zoning Map for the City of Laurel shall be amended to reflect such change.
5. The Petitioner shall complete and satisfy all of the conditions contained in the Staff Report dated August 25, 2021, attached hereto and incorporated herein, before the annexation is finalized.
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 of said minutes with the Yellowstone County Clerk and Recorder so long as the conditions of approval are satisfied.
7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this 14<sup>th</sup> day of September 2021.

APPROVED BY THE MAYOR this 14<sup>th</sup> day of September 2021.

\_\_\_\_\_  
Thomas A. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney



## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT

TO: Laurel City-County Planning Board  
FROM: Nicholas Altonaga, Planning Director  
RE: Annexation and Preliminary Plat of the Cherry Hills Subdivision, 3<sup>rd</sup> Filing  
DATE: August 25, 2021

#### DESCRIPTION OF REQUEST

Morrison-Maierle has submitted an annexation application and preliminary plat application for the Cherry Hills Subdivision, 3<sup>rd</sup> Filing on behalf of the property owner/developer. The proposed Cherry Hills Subdivision 3<sup>rd</sup> Filing is a 28-lot residential subdivision located on property west of Cherry Hills Drive and W. Maryland Lane in north-west Laurel. Approval of annexation and zone change would bring 9.37 acres of land into the City of Laurel and enable the proposed Cherry Hills Subdivision, 3<sup>rd</sup> Filing to connect to the City water, wastewater, and street system.

Owner: Goldberg Investments LLP  
Legal Description: S08, T02 S, R24 E, C.O.S. 3034, PARCEL 1, IN N2 (01)  
Address: Approximately 1850 East 8<sup>th</sup> Street  
Parcel Size: 9.37 acres  
Existing Land Use: Agricultural, vacant.  
Proposed Land Use: Residential Subdivision  
Existing Zoning: Residential Tracts  
Proposed Zoning: Residential 7500 (R-7500)

#### BACKGROUND AND PROCEDURAL HISTORY

- December 18, 2021 – Morrison-Maierle submit documents for annexation and subdivision pre-application meeting.
- January 7, 2021 - Pre-Application meeting with Morrison-Maierle and City Staff
- January 12, 2021 – Staff transmitted Pre-Application meeting summary letter to Morrison-Maierle staff.
- May 25, 2021 – Cherry Hills Subdivision, 3<sup>rd</sup> Filing Annexation application and preliminary plat application submitted to the City.

- June 11, 2021 – Laurel Planning Department transmitted the Element Review letter to Morrison-Maierle. All elements required by LMC Chapter 16, Appendix F were present in the application.
- July 8, 2021 – Laurel Planning Department transmitted the Sufficiency Review letter to Morrison-Maierle. All elements required by LMC Chapter 16, Appendix F were deemed sufficient to move the application forward. Certain comments were noted by the Planning Director from city various departments.
- August 18, 2021 – A Public Hearing was held at Planning Board. The Planning Board recommended the approval of the Annexation and Preliminary plat approval of the Cherry hills Subdivision, 3<sup>rd</sup> filing with the presented staff conditions.
- September 14, 2021 – Public hearing scheduled at City Council to review the annexation application and preliminary plat application to approve, conditionally approve, or deny the applications.

#### STAFF FINDINGS

1. Applicant has submitted an application for annexation and preliminary plat containing all the necessary components needed for both to move forward.
2. Applicant has provided additional details of subdivision plans and documents where necessary.
3. Applicant has worked with multiple city departments to determine effectiveness of the proposed utilities for the property.
4. Applicant has provided updated documents whenever required by City departments.
5. City staff determined that the applications for annexation and preliminary plat were sufficient to move forward to Planning Board and City Council.
6. City staff have found only minor issues with the applications that require conditions of approval prior to the final plat approval stage.
7. The public noticing requirements of LMC 16.03.030 have been met.

#### PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC Chapter 16.03.040 - Staff and Agency Review:

- A. Review Procedure Schedule. Upon receipt of a complete and sufficient major preliminary plat application, the planning director or designee shall schedule the plat before the city-county planning board.
- B. Submittal Distribution. Planning staff shall distribute the application to all affected city and county departments, local, state, and federal agencies, school districts and public utilities for review as appropriate and indicate the review timeframe. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the AGB.
- C. Plat Review. The planner shall review the major subdivision plat submittal and make a staff report of issues, concerns, conditions, or recommendations and send out the list to the

planning board members with the agenda of the meeting at which the plat is to reviewed; a copy must also be sent to the subdivider or his representative.

- D. Hearing Notice. The planning board shall hold a public hearing on all major and applicable subsequent minor preliminary plat applications, placing a notice in a newspaper of general circulation in Laurel not less than fifteen days prior to the date of a public hearing. The planner shall also notify the subdivider and each property owner of record, and each purchaser under contract for deed of record of property immediately adjoining land included in the plat and located within three hundred feet of the proposed subdivision by certified mail not less than fifteen days prior to the date of hearing (MCA § 76-3-605(3)).
- E. Planner's Report. The planner shall prepare a draft findings of fact (the effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety as per MCA § 76-3-608(3)(a)) for review by the planning board. The planner shall also forward the recommendation of the planning board to the AGB including basis for such recommendation and its compliance with adopted Growth Management Plan, the Bike/Ped Plan, and other adopted city and county plans and policies in writing no later than ten days after the public hearing (MCA § 76-3-605(4)).
- F. Subsequent Hearing. Before acting on the subdivision application, the AGB shall determine whether, subsequent to the public hearing, new information has become available or information that the public has not had a reasonable opportunity to examine. If so, the AGB may act on the subdivision application in accordance with this chapter or schedule a subsequent public hearing for consideration of only the new information that may have an impact on the findings and conclusions that the AGB will rely upon in making its decision on the proposed subdivision. The AGB may chose to hold the subsequent public hearing or may direct the planning board to hold it. In either case, the subsequent public hearing shall be held at the next scheduled meeting for which proper notice for the public hearing on the subdivision application can be provided.

If a subsequent hearing is held, the sixty- or eighty-day working day review period is suspended, and the new hearing must be noticed and held within forty-five days of the AGB's determination to hold a subsequent public hearing. The sixty- or eighty- working day review period will resume from the date of the subsequent public hearing. The governing body may not consider any information that is presented after the subsequent hearing (MCA § 76-3-615).

- G. Subdivider's Preference. The AGB shall give due weight and consideration to the subdivider's expressed preferences if the AGB requires mitigation of significant adverse impacts (MCA § 76-3-608(5)(b)).

In reviewing a subdivision and when requiring mitigation, the AGB may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (MCA §76-3-608(5)(a)).

The AGB shall send the subdivider written notice of its decision and the reason therefore. (MCA § 76-3-608(4)).

## RECOMMENDATIONS

The Planning Director recommends approval for the Annexation and Zone Change of the proposed Cherry Hills Subdivision, 3<sup>rd</sup> Filing to Residential R-7500 with the following conditions.

1. The Annexation Agreement, Waiver of Right to Protest, and the City Council Resolution approving annexation shall be filed with the Yellowstone County Clerk & Recorder within 90-days of annexation approval.
2. All construction and installation of public improvements must conform to the standards of the Laurel Department of Public Works and Montana Public Works standards.
3. All construction and installation of public improvements must be completed within two years of annexation.
4. 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 of 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.

The Planning Director recommends that the Planning Board approve the preliminary plat for the Cherry Hills Subdivision 3<sup>rd</sup> Filing with the following conditions:

1. Preliminary Plat shall be updated with the comments noted in the Sufficiency letter dated July 8, 2021 prior to recording.
2. Subdivision Improvement Agreement shall be updated with the notes from the Sufficiency letter dated July 8, 2021, and the annotated SIA provided to the applicant prior to recording.
3. The Preliminary Plat and supporting water and wastewater design will be approved by Montana Department of Environmental Quality (MDEQ).
4. The Preliminary Plat, Subdivision Improvements Agreement, and City Council Resolution granting approval shall be filed with the Yellowstone County Clerk & Recorder within 90-days of preliminary plat approval.
5. The Roadways and Right-of-Ways shall be constructed to the specifications presented in the plat plan and supporting documentation.
6. This Preliminary Approval shall be valid for 3 calendar years.
7. Hydrant flow tests must be approved by the City and its contracted engineer.
8. Verification must be provided to the City for the water modelling noted by the engineer in the field
9. Water model exhibits must be provided to and approved by the City showing the system characteristics and modeled properties compared to measured properties
10. Wastewater/Sewer analysis must be provided to and approved by the City.

11. A map of pre-developed stormwater conditions including the boundary, routing, and calculations must be provided to and approved by the City.
12. Water quality storm volumes and calculation sheets shall be provided to the City.
13. Confirmation is provided that the developer is willing to take on the liability of the recommendations of the Geotechnical Report dated 2006.
14. The conditions of the Geotechnical report shall be followed during the construction of the public infrastructure.
15. A Weed Management Plan shall be prepared for the project and approved by the Yellowstone County Weed District.

## ATTACHMENTS

### **Annexation and Zone Change:**

1. Annexation Application cover Letter
2. Annexation Application Form
3. Annexation Agreement
4. Waiver of Right to Protest

### **Cherry Hills Subdivision, 3<sup>rd</sup> Filing:**

1. Cover Sheet
2. Preliminary Plat Application
3. Adjacent Property owners list
4. Draft Subdivision Improvements Agreement
5. Environmental Assessment
6. Traffic Impact Study
7. Lot Layout
8. Geotechnical Report
9. Subdivision Bylaws
10. Homeowners Association Bylaw
11. ROW Easement documents
12. LMC 16.03 – Subdivision Review Procedures
13. LMC 16.04 – Development Requirements
14. Element Review letter - Cherry Hills Subdivision, 3<sup>rd</sup> Filing (June 11, 2021)
15. Sufficiency Review letter – Cherry Hills Subdivision, 3<sup>rd</sup> Filing (July 8, 2021)
16. KLJ. Inc Preliminary Plat Review Comments letter (July 6, 2021)

June 8, 2021

Nick Altonaga  
City Planner  
City of Laurel  
PO Box 10  
115 West First Street  
Laurel, MT 59044-0010

Re: Cherry Hills Subdivision – 3<sup>rd</sup> Filing  
Annexation Application and Supporting Materials

Dear Mr. Altonaga:

Enclosed is an application for annexation for the proposed Cherry Hills Subdivision – 3<sup>rd</sup> Filing, located in the North ½ of Section 8, Township 2 South, Range 24 East, Yellowstone County, Montana as COS #3034.

Please find the following information included with this letter for your review:

- Draft Annexation Application Form
- Review Fee of \$534.25
- Draft Annexation Agreement
- Draft Waiver of Right to Protest

If you have any questions or comments about the project, please feel free to contact me at (406) 922-6734 or [lhageman@m-m.net](mailto:lhageman@m-m.net). Thank you.

Sincerely,



**Morrison  
Maierle**  
engineers • surveyors • planners • scientists



Lee Hageman, P.E.  
Land Development Engineer

cc: Western Holdings, LLC  
MMI File 6683.001

Return to:  
WESTERN HOLDINGS, LLC  
PO Box 51330  
Billings, MT, 59105

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between WESTERN HOLDINGS, LLC, PO BOX 51330, hereinafter referred to as "DEVELOPER," and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

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

CERRY HILLS SUBDIVISION 3<sup>RD</sup> FILING - 9.37 ACRES OF CERTIFICATE OF SURVEY NO. 3034, A TRACT OF LAND LOCATED WITHIN NORTHEAST QUARTER NORTHWEST QUARTER (NE1/4 NW ¼) AND WITHIN NORTHWEST QUARTER NORTHEAST QUARTER (NW1/4 NE1/4) SECTION EIGHT (8), TOWNSHIP TWO SOUTH (T2S), RANGE TWENTY-FOUR EAST (R24E), PRINCIPAL MERIDIAN MONTANA, (P.M.M.), YELLOWSTONE COUNTY, MONTANA; 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 Tracts" as well as all adjacent public right-of-way.

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

**WHEREAS**, DEVELOPER desires to annex Developer Tracts to the City; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. \_\_\_\_\_ for the Developer Tracts contingent that a Development Agreement be executed between CITY and 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 Tracts shall be accessible by extensions of Maryland Lane and Cherry Hills Drive.

DEVELOPER shall be responsible for construction of street section including structural section, pavement, curb and gutter, and pedestrian facilities, and any required striping and signage.

2. Sanitary Sewer. Developer tracts shall be served an existing 8” PVC gravity sewer main currently installed in an existing 80-ft easement along the future extension of Maryland Lane.

3. Water. Developer tracts shall be served by an existing 12” PVC water main currently installed in an existing 80-ft easement along the future extension of Maryland Lane.

4. Storm Drain. Stormwater runoff shall be captured and conveyed using curb and gutter, curb inlets, storm drain piping, and treated using a proposed retention pond structure installed on a proposed utility lot.

5. Right-of-Way. Right-of-Way dedications shall be made for extensions of Cherry Hills Drive (60 feet) and Maryland Lane (80 feet), as well as new internal roads ~~Heather~~~~Michelle~~ Drive (60 feet) and Rochelle Lane (60 feet).

6. Zoning. The development is proposed to be zoned Residential 7500, as per City of Laurel’s municipal code this zone “is intended to provide an area for medium, urban-density, single-family, residential environment on lots that are served by a public sewer and sewer system.”

7. 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 insure 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.

8. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts 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.

9. 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.
10. 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.
11. 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.

“DEVELOPER”

WESTERN HOLDINGS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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 person who signed the foregoing instrument as \_\_\_\_\_ of DEVELOPER, and who acknowledged to me that said 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 City of Laurel, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“CITY”

CITY OF LAUREL, MONTANA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

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

# **Subdivision Improvements Agreement**

## **Cherry Hills Subdivision – 3<sup>rd</sup> Filing**

- I. Variances (page #):
- II. Conditions that Run with the Land:
- III. Transportation:
  - A. Streets
  - B. Sidewalks
  - C. Street Lighting
  - D. Traffic Control Devices
  - E. Access
  - F. Heritage Trail Plan
  - G. Public Transit
- IV. Emergency Services:
- V. Storm Drainage:
- VI. Utilities:
  - A. Water
  - B. Sanitary Sewer
  - C. Power, Telephone, Gas, and Cable Television
- VII. Parks/Open Space:
- VIII. Irrigation:
- IX. Soils/Geotechnical Study:
- X. Phasing of Improvements:
- XI. Financial Guarantees:
- XII. Legal Provisions:

SIA-1

**This agreement** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WESTERN HOLDINGS, LLC** (*Subdivider*), whose address for the purpose of this agreement is PO Box 51330, Billings, MT 59105, hereinafter referred to as "Subdivider," and the **CITY OF LAUREL**, 115 W 1<sup>st</sup> Street or PO Box 10, Laurel, MT 59044, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, at a regular meeting conducted on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Laurel City-County Planning Board recommended conditional approval of a preliminary plat of **Cherry Hills Subdivision – 3<sup>rd</sup> Filing**; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Laurel City Council conditionally approved a preliminary plat of **Cherry Hills Subdivision – 3<sup>rd</sup> Filing**; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to **Cherry Hills Subdivision – 3<sup>rd</sup> Filing** upon the filing of the final plat thereof in the Office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Laurel Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Laurel, Yellowstone County, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

**I. VARIANCES**

**A.** A variance to utilize 60-ft rights-of-way is being requested for the Residential Local Access Road (Table 16.4.C.1). The existing rights-of-way on adjacent subdivision roads are 60 feet, and this would allow the development to match and continue those to be consistent.

**II. CONDITIONS THAT RUN WITH THE LAND** *(Insert any applicable conditions in the provided A, B, C format. The following are typical conditions that run with the land, which may or may not be applicable to this subdivision):*

**A.** Lot owners shall be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

**B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems

with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

**C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

**D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

**E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver shall be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

### **III. TRANSPORTATION**

#### **A. Streets**

Right-of-Way (ROW) dedications shall be made for extensions of Cherry Hills Drive (60 feet) and Maryland Lane (80 feet), as well as new internal roads Heather Drive (60 feet) and Rochelle Lane (60 feet). Streets shall have widths of 33 feet edge-of-pavement to edge-of-pavement (i.e., 37' TBC to TBC) within 60-foot ROWs. 45 feet edge-of-pavement to edge-of-pavement (i.e., 49' TBC to TBC) within 80-foot ROWs. Streets shall include standard 2' catch curb and gutters on each side of the road. Some valley gutters may be required. These curb/gutter and valley gutter items shall be reviewed and approved by the City of Laurel Public Works Department prior to installation. Additionally, two temporary cul-de-sacs shall be constructed (within easements outside the subdivision) to provide adequate turnarounds for dead end streets of Cherry Hills Drive and Maryland Lane in accordance with City of Laurel regulations.

#### **B. Sidewalks**

A standard 5' sidewalk is proposed on both sides of each street. Sidewalks shall be located within the public Rights-of-Way and be located 1 foot offset from the Rights-of-Way extents.

### **C. Street Lighting**

Streetlights are not anticipated or proposed for this development. Streetlights and lighting are included in the Waiver of Right to Protest the creation of a Special Improvement District.

### **D. Traffic Control Devices**

Stop signs shall be placed to control northbound and southbound traffic from Heather Drive and Rochelle Lane onto Cherry Hills Drive and Maryland Lane.

### **E. Access**

Access to the subdivision will be by extensions of West Maryland Lane and Cherry Hills Drive. Future extensions of West Maryland Lane could be provided to connect to the Elena Subdivision. Lots shall include single accesses from the public Rights-of-Way. Each lot shall be limited to a single access.

### **F. Bike or Pedestrian Trail Plans**

West Maryland Lane appears to be a Primary Bikeway (on-street bikeway). The proposed 49' TBC-TBC section for the extension of Maryland Lane should provide a bike route to provide separation between vehicles and bicyclist. The bikeway should not require markings.

### **G. Public Transit**

No locations for public transportation will be installed within the development.

## **IV. EMERGENCY SERVICE**

Two emergency accesses to the subdivision are proposed using Cherry Hills Drive (37' TBC-TBC) and Maryland Lane (49' TBC-TBC). These shall be paved roadways constructed to City of Laurel standards. Additionally, there will be temporary cul-de-sacs installed at the ends of each extension to provide adequate turnarounds for emergency vehicles.

## **V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions of the *Storm water Management Manual*, and a storm water management plan shall be submitted to and approved by the MDEQ.

No existing treatment facilities exist on the property. A retention pond is proposed to capture and treat stormwater from the subdivision as well as provide additional capacity for future development of the parcel. No other improvements are proposed to existing storm drain systems.



## **VI. UTILITIES**

The SIA does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater hookup fees in effect shall be submitted with the applications.

Fees shall be paid for the lots in in Cherry Hills 3<sup>rd</sup> Filing for the extension of services as per the first paragraph above. The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made. The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Laurel Public Works Department, Fire Department, the Montana Department of Environmental Quality, and Montana Public Works Standard Specifications.

### **A. Water**

No unique water facilities are proposed for the subdivision. Water services are proposed to be extended from the existing City of Laurel public water mains located in West Maryland Lane and Cherry Hills Drive. An isolation valve will be required at the connection with the water main in Cherry Hills Drive.

### **B. Sanitary Sewer**

No unique sanitary sewer facilities are proposed for the subdivision. Sewer services shall be extended from the existing City of Laurel public sewer mains.

### **C. Power, Telephone, Gas, and Cable Television**

No public services are proposed within the public right-of-way. Power, telephone, gas, and cable television services will be provided within 10-foot-wide public utility easements along lot frontages to proposed rights-of-way.

## **VII. PARKS/OPEN SPACE**

The developer is proposing a cash-in-lieu payment of \$10,000 as a substitution for parks/open space and shall be paid concurrently with Final Platting or as required by the City of Laurel.

## **VIII. IRRIGATION**

No irrigation districts are proposed to be affected by the development. No existing easements exist for ditches within the property. Irrigation ditches (if encountered) shall be undisturbed during construction if possible or piped using culverts. If piping is proposed, those ditches will be evaluated to maintain the required capacity. Storm water best management practices shall be implemented to prevent impacts from construction runoff as applicable.

## **IX. SOILS/GEOTECHNICAL STUDY**

Based on a geotechnical investigation, some clays with potential expansive properties were discovered. Soils were generally soft and could require subgrade stabilization to provide adequate bearing capacity for utility installations. Conventional spread footings could be used if following the geotechnical investigation's requirements for ~~overexcavation~~ excavation, import of structural fill, etc. Water table was not encountered during the exploration up to depths of 18 feet.

Construction is not prevented but should incorporate structural fill recommendations as provided in the recommendations within the geotechnical report. Further investigation at specific lots or home sites could provide additional guidance on construction methods.

## **X. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the Public Works and Public Utilities Department. At this time, no financial guarantees are anticipated for required infrastructure.

## **XI. LEGAL PROVISIONS**

**A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the AGB.

**B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

**C.** The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

**D.** 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.

**E.** Any amendments or modifications of this Agreement or any provisions herein 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.

**F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“SUBDIVIDER”

WESTERN HOLDINGS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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 person who signed the foregoing instrument as \_\_\_\_\_ of (*Name of Subdivider*), and who acknowledged to me that said Subdivider 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 City of Laurel, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“CITY”

CITY OF LAUREL, MONTANA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

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

Upon Recording Please 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, storm water 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:

CHERRY HILLS SUBDIVISION 3RD FILING – 9.37 ACRES OF CERTIFICATE OF SURVEY NO. 3034, A TRACT OF LAND LOCATED WITHIN NORTHEAST QUARTER NORTHWEST QUARTER (NE1/4 NW ¼) AND WITHIN NORTHWEST QUARTER NORTHEAST QUARTER (NW1/4 NE1/4) SECTION EIGHT (8), TOWNSHIP TWO SOUTH (T2S), RANGE TWENTY-FOUR EAST (R24E), PRINCIPAL MERIDIAN MONTANA, (P.M.M.), YELLOWSTONE COUNTY, MONTANA

WAIVER-1

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“SUBDIVIDER/OWNER”

WESTERN HOLDINGS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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 WESTERN HOLDINGS, LLC, 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 in \_\_\_\_\_, Montana

My commission expires: \_\_\_\_\_

**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: GERALD A & ARDIS M NEUMANN  
Address: 2669 SELVIG LN, BILLINGS, MT 59102  
Phone: (406) 698-4534
  
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.) CHERRY HILLS SUBDIVISION 3RD FILING, 9.37 ACRES OF:  
Legal description: SO8, T02 S, R24 E, C.O.S. COS 3034, PARCEL TR1 , IN N2 (01)  
Lot size: PROPOSED SUBDIVISION SIZE: 9.37 ACRES  
Present use: AGRICULTURAL  
Planned use: RESIDENTIAL 7500  
Present zoning: RESIDENTIAL  
(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: Within property and located in existing 80' easement  
Location of existing main: (future Maryland Dr) and extensions from Cherry Hills Drive  
Cost of extension of approved service: \$149,000  
How cost determined: Bid tabs of previous subdivisions on price per lineal feet of roadway  
Timeframe for installation: ~ 2 months  
  
Sewer Service: Within property and located in existing 80' easement  
Location of existing main: (future Maryland Dr) and extensions from Cherry Hills Drive  
Cost of extension of approved service: \$100,000  
How cost determined: Bid tabs of previous subdivisions on price per lineal feet of roadway



Timeframe for installation: ~ 2 months  
How financed: Developer financed (no lending required)

Streets:

Is there any adjoining County ROW to the proposed annexation: N/A

Location of existing paved access: Maryland Drive and Cherry Hills Drive

Cost of paving: \$497,000 (Including structural materials, asphalt, curb/gutter, sidewalks, etc.)

How cost determined: Bid tabs of previous subdivisions on price per lineal feet of roadway

Timeframe for construction: ~1-3 months.

**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. SEE ATTACHED PRELIMINARY PLAT.
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. SEE ATTACHED WAIVER.
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. ACKNOWLEDGED.
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. A FEE IS INCLUDED IN THE AMOUNT OF \$534.25 FOR THE PROPERTY OF 9.37 ACRES.  
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 \_\_\_\_\_.

CITY HALL  
115 W. 1<sup>ST</sup> ST.  
PLANNING: 628-4796, ext. 5  
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

June 11, 2021

Lee Hageman  
Land Development Engineer  
Morrison Maierle  
2880 Technology Blvd W.  
PO Box 1113  
Bozeman, MT 59771

Regarding the Element Review of the submitted documents for the Preliminary Plat Application for the Cherry Hills Subdivision, 3<sup>rd</sup> Filing.

Dear Mr. Hageman,

Below are listed the results of the element review by city staff on the Major Preliminary Plat application for the Cherry Hills Subdivision, 3<sup>rd</sup> Filing, submitted by your office on May 25<sup>th</sup>, 2021, and additional documents submitted on June 8, 2021, as per LMC. Chapter 16, Appendix F: Required Supporting Documents for Major Preliminary Plat Applications.

1. Names and Addresses of Immediately Adjoining Property Owners typed or neatly printed on Address Labels – *Included.*
2. Draft Subdivision Improvements Agreement – *Included.*
3. Environmental Assessment or Summary of Probably Impacts, when applicable. – *Included.*
4. Traffic Accessibility Study (TAS) when applicable. – *Included.*
5. Preliminary Water and Sanitation Information – *Included.*
6. Geotechnical Report – *Included.*
7. Draft Protective and restrictive covenants, if any. – *Included.*
8. Draft Articles of Incorporation when Homeowner's Association is proposed. – *Included.*
9. When a tract of land is to be subdivided in separate filings, a Master Plan of the Entire area to be developed. – *Not Included. Not Applicable.*

We have also received the Application for Annexation and the supporting documents that will run in tandem with this subdivision application. Please let me know if you have any questions or comments about the items in this letter. Thank you for your time and I look forward to your response.

Regards,

A handwritten signature in black ink, appearing to read "Nicholas Altonaga".

Nicholas Altonaga, CFM  
Planning Director

CITY HALL  
115 W. 1<sup>ST</sup> 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

July 8, 2021

Lee Hageman  
Morrison Maierle  
2880 Technology Blvd W.  
PO Box 1113  
Bozeman, MT 59771

Regarding of the Sufficiency of the Preliminary Plat Application for the Cherry Hills Subdivision, 3<sup>rd</sup> Filing

Mr. Hageman,

The subdivision application for the Cherry Hills Subdivision, 3<sup>rd</sup> Filing is deemed sufficient. What follows is a list of comments by City Staff and the City Engineer. There were only minor issues noted with the plat application and its documents, with many of the issues able to be handled prior to the Final Plat approval of the Subdivision process.

## Preliminary Plat Comments

1. A small number of items were noted on the Preliminary Plat. The most important item of note is how the utility easement at the Southeastern corner of the property will be dealt with.
  - a. The utility easement currently houses the City of Laurel Water Booster Station.
  - b. This easement (Yellowstone County Clerk & Recorder Document # 3358070) was established in 2005 with the development of the Elena Subdivision.
  - c. This area of the property will become its own lot with the approval of this subdivision.
  - d. This could become a portion of the proposed Utility Lot.
2. The minimum right-of-way width is 67ft as noted in LMC Table 16.4.C.1. A variance should be noted on the Subdivision Improvement Agreement.
3. Michelle Drive and Rochelle Lane are very similar names, it may be good to rename one to not confuse any future residents or EMS, Fire, or Police services.
4. A copy of the annotated Preliminary Plat has been provided with this letter.

## Subdivision Improvement Agreement Comments

1. The Planning Department had minor comments on the SIA.
2. Please refer to the annotated SIA attached to this letter for suggested updates.
3. Please note a variance to LMC Table 16.4.C.1 for the width of the rights-of-way for Cherry Hills Drive, Rochelle Lane, and Michelle Drive.
4. A copy of the annotated Subdivision Improvement Agreement has been provided with this letter.

## Traffic Impact Study Comments

1. Appears fully sufficient.

2. The Subdivision will have no major impacts on increased automobile trips at nearby major intersections.

### **Water and Sewer Report Comments**

1. No hydrant flow tests are provided in the study.
2. Please provide verification that model matches what you see in the field.
3. Provide water model exhibits and printouts showing system characteristics and modeled properties compared to measured properties.
4. No sewer analysis was provided.

### **Stormwater Drainage Comments**

1. Engineer needs to provide a map of the pre-developed conditions showing boundary, routing, & calculations.
2. What is the water quality storm volume and where are the calculation sheets for the analysis?

### **Geotechnical Report Comments**

1. Is the developer willing to assume liability for geotechnical report dated 2006?
2. Has an updated cost estimate for the items within the Geotechnical Report been prepared?
3. City will recommend a condition of approval for following the recommendations of the Geotechnical Report during build-out of the public infrastructure.

### **Environmental Assessment Comments**

1. Can the developer provide a copy of the Wetland Delineation report dated March 2021?
2. Has a Weed Management Plan been prepared for the project?

The Planning Department and other City Staff are willing to work with the developer to rectify these items wherever possible. These items will also be solved through conditions of approval for the Preliminary Plat Application when appropriate. A letter with specific comments and citations in the supporting documents has been provided by the contracted engineers for the City of Laurel, KLJ Inc. A copy of those comments has been provided with this letter.

An annexation agreement was also supplied with the Preliminary Subdivision Application. That application has been deemed sufficient and will be brought forward in conjunction with the application for subdivision. During the Preliminary Plat Review process, City Staff located a Water and Sewer Facilities Engineers Report for Cherry Hills Subdivision, 3<sup>rd</sup> Filing, dated July 2006. That document has been provided with this letter for your review.

City Staff anticipate the Preliminary Plat Application for the Cherry Hills Subdivision, 3<sup>rd</sup> Filing to be placed on the agenda for the Laurel City-County Planning Board Meeting of August 18, 2021. Please contact me if you have any questions or comments about these items. Thank you for your time and I look forward to your response.

Nicholas Altonaga



Planning Director

CC: Forrest Sanderson, Ryan Welsh, Kurt Markegard



2611 Gabel Road  
Billings, MT 59102-7329  
406 245 5499  
KLJENG.COM

July 6, 2021

Mr. Nick Altonaga, CFM  
Planning Director  
City of Laurel – Public Works Department  
PO Box 10  
Laurel, Montana 59044

Re: Laurel Public Works Engineering Preliminary Plat Review: Cherry Hills Subdivision, 3rd Filing

Dear Mr. Altonaga:

We have completed our review of the submittal packet for the above referenced project. Please review the following items to offer input on behalf of the City of Laurel. Once you have completed review, we can revise this letter for you to send to the applicant. Please have the applicant revise the packet based on the comments contained in this letter and shown on the returned items.

The applicant will be expected to resubmit the revised reports for review and provide written responses to any items that they would like to discuss. The following comments were noted:

1. Section 2, Page 10 Item 2. Supplemental information indicates that there are no subdivision improvements agreements proposed, however a copy of the SIA is included as an attachment to the package?
2. Section 2, Page 11, Item 5.a Springs – Supplemental information indicates that there are no springs on or near the property, but the lush growth on the property to the west of here appears to be weeping groundwater.
3. Section 4, Page 62, Water Rights memo – First line of the introduction locates the subdivision in the northeast corner of Laurel when it is in the northwest corner.
4. Section 4, Page 72, Draft Stormwater Calculations – Engineer needs to provide a map of the pre-developed conditions showing boundary, routing, & calculations.
5. Section 4, Page 72, Draft Stormwater Calculations – What is the water quality storm volume and where are the calculation sheets for the analysis?
6. Section 4, Page 81, Water Model Evaluation – Engineer improperly quotes me. I stated “no major changes have occurred since the model was created, but they should perform some verification as we’ve seen pressure differences from actual to modeled of up to 30 psi.” No hydrant flow tests are provided in the study. Please provide verification that model matches what you see in the field.
7. Section 4, Page 82, Water Model Evaluation – Provide water model exhibits and printouts showing system characteristics and modeled properties compared to measured properties.
8. Section 4, Sewer Analysis – None provided.
9. Section 7, Memo’s from CMG Construction – Explain purpose of these being included within the submittal.



10. Section 7, Geotechnical Investigations – The two investigations provided are from 2006; Does the Owner’s Engineer accept the liability of using a report that is 15+ years old?

We have reviewed the documents provided and identified issues, but this review in no way releases the Developer from submitting design and construction documents for approval to the City prior to the start of any construction activities.

Please give me a call at 406.245.5499 if you have any questions or concerns. Thank you and we look forward to working with you on this project.

Sincerely,

**KLJ**

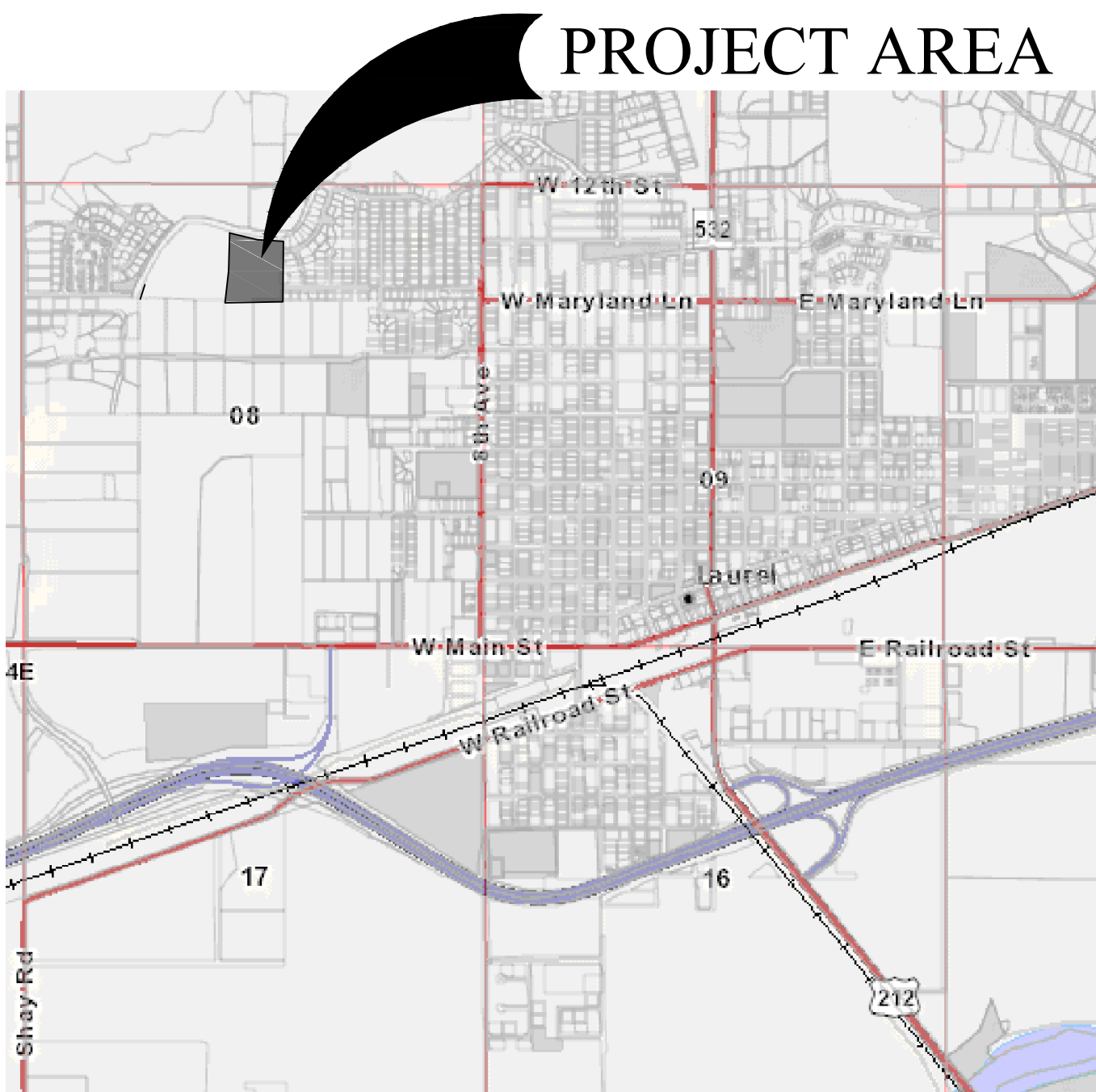
A handwritten signature in blue ink, appearing to read "Ryan E. Welsh". The signature is fluid and cursive.

Ryan E. Welsh, P.E.  
Project Engineer

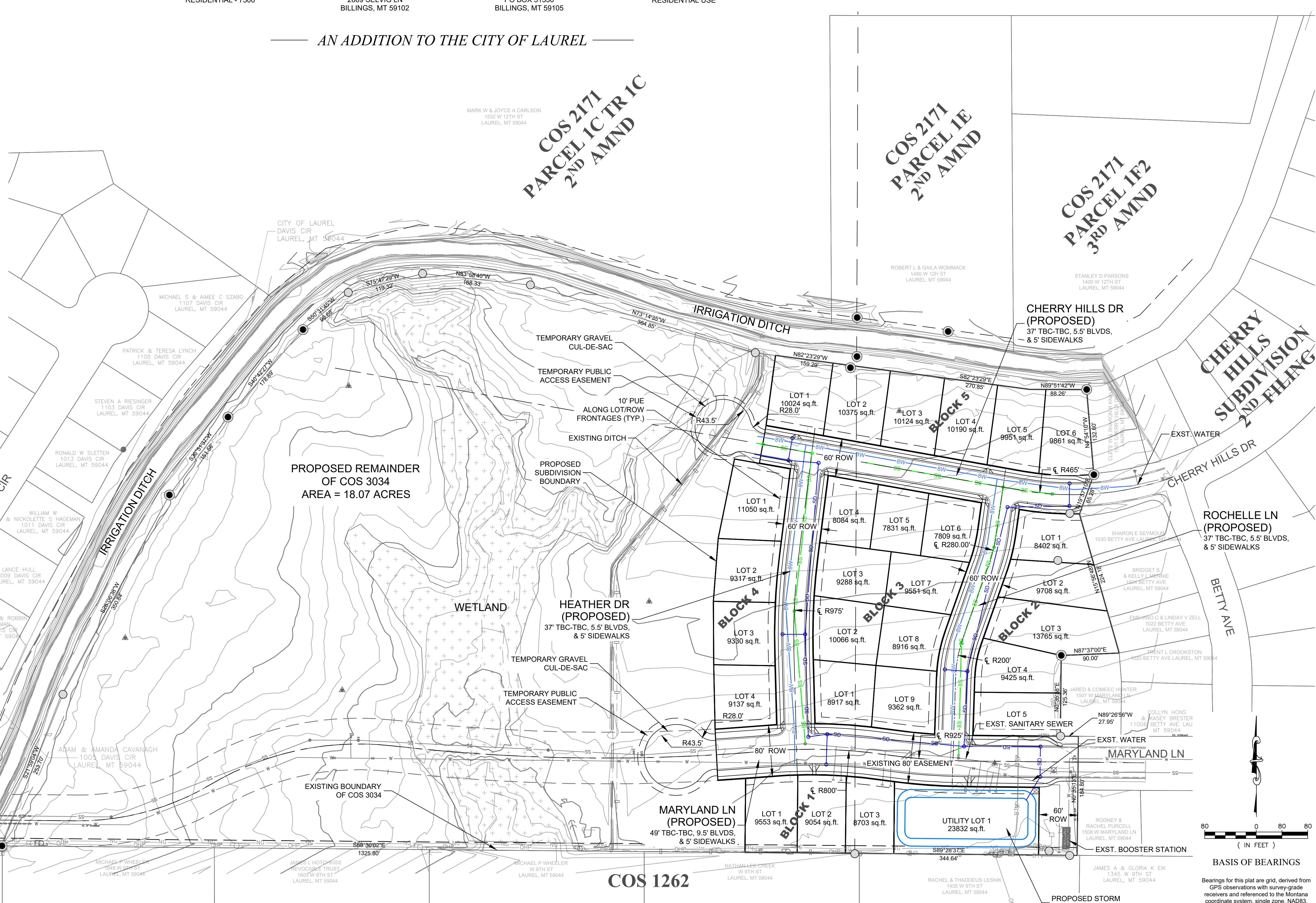
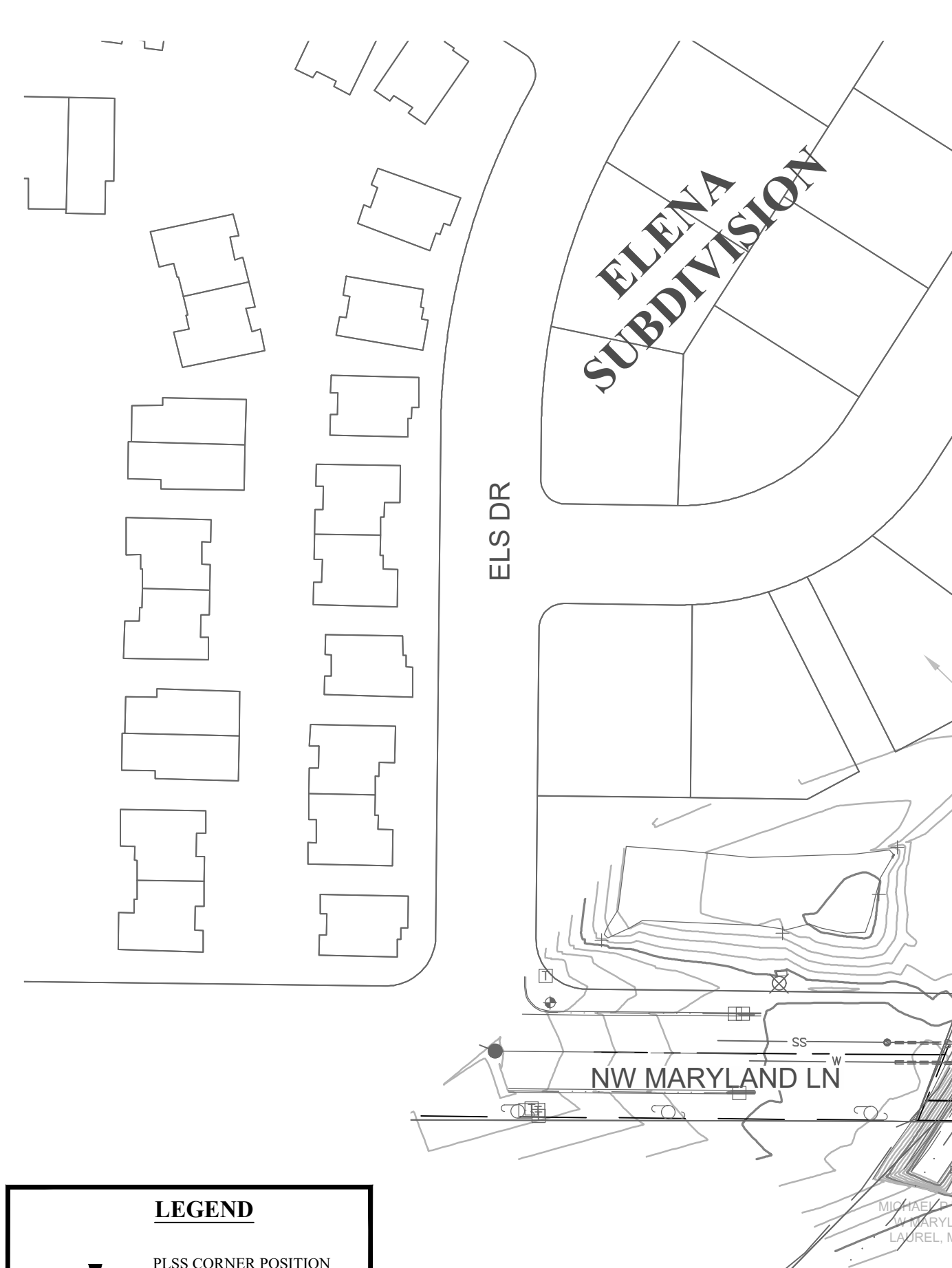
PRELIMINARY PLAT  
**CHERRY HILLS SUBDIVISION - 3<sup>RD</sup> FILING**  
 TRACT 1 OF CERTIFICATE OF SURVEY No. 3034,  
 SITUATED IN THE N1/2 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 24 EAST,  
 PRINCIPAL MERIDIAN, YELLOWSTONE COUNTY, MONTANA.

ZONING: CITY OF LAUREL RESIDENTIAL - 7500  
 OWNER: GERALD A & ARDIS M NEUMANN 2609 SELVIG LN BILLINGS, MT 59102  
 SUBDIVIDER: WESTERN HOLDINGS, LLC PO BOX 51330 BILLINGS, MT 59105  
 PURPOSE: TO CREATE A SUBDIVISION FOR RESIDENTIAL USE

— AN ADDITION TO THE CITY OF LAUREL —



VICINITY MAP  
 NOT TO SCALE



PROPOSED REMAINDER  
 OF COS 3034  
 AREA = 18.07 ACRES

COS 2171  
 PARCEL 1C TR 1C  
 2<sup>ND</sup> AMND

COS 2171  
 PARCEL 1E  
 2<sup>ND</sup> AMND

COS 2171  
 PARCEL 1F2  
 3<sup>RD</sup> AMND

CHERRY HILLS SUBDIVISION  
 2<sup>ND</sup> FILING

**LEGEND**

- PLSS CORNER POSITION ESTABLISHED FROM FOUND MONUMENTS AND PRIOR PLATS OF RECORD
- Found rebar, 5/8 in. diam.
- Found Yellow Plastic Cap
- PROPOSED SEWER MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM MAIN

**AREA SUMMARY**

LOT AREAS:	6.45 ACRES
OPEN SPACE & PARKLAND:	0.00 ACRES
PROPOSED RIGHTS-OF-WAY:	2.92 ACRES
<b>TOTAL AREA:</b>	<b>9.37 ACRES</b>

**SITE DATA**

PROPOSED LOTS = 28  
 MIN. LOT AREA = 7,809  
 MAX. LOT AREA = 23,834  
 EXISTING ZONING = RESIDENTIAL  
 PROPOSED ZONING = RESIDENTIAL 7500  
 EXISTING LAND USE = AGRICULTURAL  
 PROPOSED LAND USE = RESIDENTIAL 7500

**ROAD LENGTH SUMMARY**

CHERRY HILLS DR:	529.41 LF
MARYLAND LN:	562.88 LF
STREET A:	435.09 LF
STREET B:	461.77 LF
<b>TOTAL LENGTH:</b>	<b>1,989.15 LF</b>

**Morrison Maierle**  
 engineers • surveyors • planners • scientists

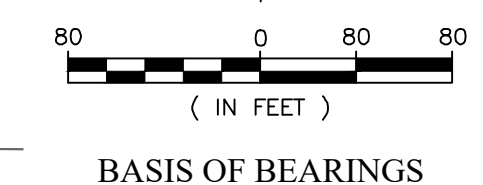
2880 Technology Blvd West  
 Bozeman, MT 59718  
 Phone: 406.587.0721  
 Fax: 406.922.8702

1/4 SEC.	SECTION	TOWNSHIP	RANGE
NW	8	2S	24E
NE			

PRINCIPAL MERIDIAN, MONTANA  
 YELLOWSTONE COUNTY, MONTANA  
 DRAWN BY: LRH  
 PLOTTED DATE: Jul/22/2021  
 CHECKED BY: MMG  
 PROJ. #: 6683.001  
 CLIENT: WESTERN HOLDINGS, LLC  
 SHEET 1 OF 1

FIELD WORK: MMI  
 DATE: 07/2021  
 SCALE: 1" = 80'  
 ENGINEER: MORRISON-MAIERLE INC.  
 SURVEYOR: MORRISON-MAIERLE INC.

DRAWING NAME: N:\6683\001\ACAD\Concept\PreliminaryPlat\6683.001\_CherryHills-3rdFiling-PPlat.dwg



BASIS OF BEARINGS  
 Bearings for this plat are grid, derived from GPS observations with survey-grade receivers and referenced to the Montana coordinate system, single zone, NAD83.

RETURN AFTER RECORDING:  
Western Holdings Company, LLC  
PO Box 51330  
Billings, MT 59105

**BYLAWS FOR  
CHERRY HILLS SUBDIVISION – 3RD FILING OWNERS’  
ASSOCIATION, INC.**

**1. PURPOSE AND APPLICATION**

These Bylaws are and shall be the Bylaws for the Cherry Hills Subdivision – 3rd Filing Owners’ Association Owners’ Association, Inc.

These Bylaws shall govern and control the administration of the Cherry Hills Subdivision – 3rd Filing Owners’ Association, Inc. (“Association”). All Members in the Association, their guests, invitees, lessees and/or sublessees present and future shall be subject to the provisions of these Bylaws along with the provisions of the Declaration of Protective Covenants, Conditions and Restrictions for Cherry Hills Subdivision – 3rd Filing Owners’ Association (“Covenants”), incorporated in its entirety by reference herein.

The acquisition of an ownership interest in a Lot in the Cherry Hills Subdivision – 3rd Filing (“Subdivision”) signifies that the Owner (“Owner”) accepts, ratifies and agrees to comply with these Bylaws.

**2. MEMBERSHIP**

Persons owning a Lot in the Subdivision (“Lot”) or owning a Lot in the Subdivision in any real estate tenancy relationship recognized by the State of Montana, including, but not limited to, contract purchasers, shall be Members of the Association (“Member”). The legal title retained by the Seller under a contract for deed shall not qualify such Seller as a Member. In the event of ownership by more than one person or entity, the Owners shall designate one person or



entity to be the agent for receiving notices hereunder, and for the purpose of voting. Each Owner shall be responsible for advising the Association, in writing, of their current address and the person designated to vote.

Membership in the Association begins concurrently with the acquisition of an ownership interest in a Lot and terminates at the time such ownership interest is terminated, but such termination shall not relieve any Owner of liability for obligations incurred while a Member of the Association. No Member shall be expelled, nor shall any Member be permitted to withdraw or resign while possessing an ownership interest in a Lot. Membership in the Association does not, in any way, negate or impair any Member's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, or the Management which may arise from or be incident to ownership.

**3. OBLIGATIONS**

Each Member shall be obligated to comply with these Bylaws, the Covenants, and the laws of the City of Laurel, County of Yellowstone, and State of Montana. Such obligation shall include, but not be limited to, the paying of assessments to the Association. Failure of any Member to abide by these Bylaws and all rules made pursuant thereto, the Covenants, and the laws of the City of Laurel, County of Yellowstone, and the State of Montana, shall be grounds for appropriate legal action by the Association or by an aggrieved Member against such non-complying Member.

**4. MEETINGS AND VOTING**

A. Regular Meetings: There shall be a regular meeting of the Association annually on such date as determined by the Board of Directors of the Association ("Board") and properly announced by the Board. Any first lienholder shall have the right to have a representative attend any regular meeting and shall be given notice thereof, provided that such lienholder requests notice to be given. The first meeting of the Association shall take place not more than one year following the date of signing these Bylaws, if not sooner held.

B. Special Meetings: Pursuant to these Bylaws, the Association may, at any time, hold special meetings, notice of which must be sent to first lienholders who so request notice, who shall have the right to have a representative attend. Such special meetings may be called on the initiative of the President of the Association, or a signed request of the Manager, or a petition signed by 25% of the total votes of the Members of the Association. Notice of any special meetings must specify the reason for such meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting, unless 75% of the aggregate votes present agree otherwise.

C. Notice: Written or printed stating the place, day, and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered personally, by mail or electronically. Said notices shall be personally delivered, mailed or

delivered electronically to each Member of record entitled to vote at such meeting at least ten (10) days prior to the date of the meeting and not more than sixty (60) days prior to the date of the meeting. Such notices shall make provision to allow for the voting of each Member's interest by proxy at the discretion of the Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his, her or its address as it appears on the books of the Association, with postage thereon prepaid. If delivered electronically, such notice shall be deemed to be delivered upon the Association's transmittal of the electronic communication to the Member at the authenticated electronic identification designated by the Member for such communications. The Members shall have the responsibility of keeping the Association notified of their current mailing and electronic mail addresses. In the absence of such notice, the Member's address shall be the address of record with the Yellowstone County Assessor's Office.

D. Quorum: No Association meeting, regular or special shall be convened to conduct business unless a quorum of Members is present in person or by proxy. A quorum shall consist of at least fifty percent (50%) of the total votes of the Members. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned forthwith; provided, however, that in the event a quorum cannot be established for a properly notice meeting, then the Board may postpone the meeting to a date no more than thirty (30) days later. In the event that the meeting is postponed in accordance with the preceding sentence, a quorum for the second meeting shall consist of at least forty percent (40%) of the total votes of the Members.

E. Directors Meeting: The Board of Directors shall have an annual meeting to elect officers and to take care of such annual business as preparing a budget and other matters. The President or a majority of the Board may call a special meeting of the Board at any time upon seven days written or printed notice. Notice of any meeting may be waived in writing. The Board of Directors shall act by a majority vote.

F. Telephonic Participation: So long as the Association has 50 or fewer Members, Members may participate in a meeting of the Members by means of a conference telephone call or similar communications equipment through which all persons participating in the meeting can hear each other at the same time. Participation in this manner constitutes presence in person at a meeting.

## 5. VOTING INTEREST; PROXY

An Owner shall have one (1) vote for each Lot owned in the Subdivision. Multiple Owners of a Lot will collectively have only one vote, and shall decide amongst themselves how to vote. If more than one Lot is owned within the Subdivision, the Owner or Owners thereof would have one vote for each separate Lot. In no event shall more than one vote be cast with respect to any Lot. Pursuant to the Covenants, voting privileges may be suspended by the Board for failure to pay assessments when due. Whenever a quorum is present at a meeting of the Association, those present may do any and all acts they are empowered to do unless specific provision of these Bylaws, the Covenants, or the laws of the State of Montana direct otherwise.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Lot, or upon receipt of written notice by the secretary of the Association of the death or judicially declared incompetence of a Member, or upon the expiration of eleven (11) months from the date of the proxy. The proxy shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. If the Member specifies a choice of his or her proxy, the vote shall be cast in accordance with that choice. In addition, voting by proxy shall comply with any other applicable requirements of the Montana Code Annotated § 35-2-539.

## **6. BOARD OF DIRECTORS**

The governance of the Subdivision shall be by a Board of Directors. Such Board shall have all powers and responsibilities attendant to the general administration and control of the Subdivision. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these Bylaws. The Association shall have no less than three (3) directors ("Directors") who shall constitute the Board of Directors as the governing body of the Association. The number of Directors may be increased or decreased, but not to fewer than three (3) Directors, from time to time, as determined by the Members of the Association.

Upon the expiration of the term of the Initial Directors (hereinafter defined), the election of the Board shall be conducted at the annual meeting of the Association with three (3) Directors being elected from among the Members, with two (2) Directors elected to terms of two (2) years, and one (1) Director elected to a one (1) year term. Unless otherwise provided herein, a Director must be a Member in good standing. At such election, the Members or their proxies may cast their vote(s) for each vacancy. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Voting for Directors or their removal may be by secret written ballot. After the expiration of the term of the Initial Directors, any vacancy in the Board shall be filled by the remaining Board at a duly held meeting or by the sole remaining director; provided, however, a vacancy created by the removal of a director by the Members can only be filled by election by the Members. A successor Director shall serve for the unexpired term of his or her predecessor.

The initial Directors shall be appointed by the Declarant and need not be Members (the "Initial Directors"). Each Initial Director shall serve until the earlier of the time when (1) Declarant no longer owns any Lots in the Subdivision or (ii) Declarant voluntarily relinquishes its rights to appoint Initial Directors. Until the earlier of the time when (i) Declarant no longer owns any Lots in the Subdivision or (ii) Declarant voluntarily relinquishes its rights to appoint Initial Directors, the Declarant, in its sole and absolute discretion, shall be entitled to fill by appointment any vacancy in the Initial Directors or to remove any Initial Director. Notwithstanding any other provision of these Bylaws to the contrary, the Members shall have no power to remove the Initial Directors nor to appoint any additional or successor Director until the

earlier of the time when (i) Declarant no longer owns any Lots in the Subdivision or (ii) Declarant voluntarily relinquishes its rights to appoint Initial Directors.

The Association shall indemnify any present or former Director or officer of the Association to the fullest extent authorized under Montana Code Annotated §§ 35-2-447 and 352-452, or any successor statutes.

## 7. OFFICERS OF THE BOARD OF DIRECTORS

The officers of the Association shall be a President, Secretary and Treasurer, each of whom shall be appointed by the Board. Such other officers and assistant officers as may be deemed necessary may be appointed by the Board. Each officer shall hold office until the earlier of the officer's successor being duly appointed, or his death, resignation or removal. Any officer or agent appointed by the Board may be removed by the Board whenever in their judgment the best interests of the Association would be served thereby. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he or she replaces.

A. President: The President shall be the principal executive officer of the Association, and, subject to the control of the Board, shall in general supervise and control all the business and affairs of the Association, including the filing of liens for unpaid assessments in accordance with the Covenants and the enforcement activities of the Association. The President, when present, shall preside at all meetings of the Association and meetings of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by the Covenants to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

B. Secretary: The Secretary shall keep the minutes of the Board meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Covenants and these Bylaws, be custodian of the Association records, regulations, rules and resolutions and keep a register or the post office address of each Director which shall be furnished to the Secretary by each Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board or by the Association.

C. Treasurer: The Treasurer shall be responsible for the funds of the Association and shall be responsible for keeping and having kept full and accurate financial records and books

of account showing all receipts and disbursements of the Association and any other financial data required by the Board. He or she shall be responsible for the deposit of all funds in the name of the Association in such depositories as may be designated by the Board from time to time. The Treasurer shall be responsible for the collection of periodic assessments to be collected. Further, the Treasurer shall record the assessments due and paid and shall prepare quarterly reports reflecting the Association's assets, including the assessments due and paid and shall mail or otherwise provide a copy of the quarterly reports to each Director. In general, the Treasurer shall perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board or by the

Association. The Board may delegate such of the Treasurer's powers and duties to a manager as it deems advisable.

**8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the following powers and duties:

- A. To call annual meetings of the Association and give due notice thereof.
- B. To conduct elections of the Board.
- C. To enforce the provisions of the Articles of Incorporation, the Bylaws, and the Covenants of the Subdivision by appropriate action.
- D. To promulgate and adopt rules and regulations for the use of the Utility Lot and for the occupancy of the Lots so as to not interfere with the peace and quiet of all the Members. Such rules must be approved by fifty-one percent (51%) of the total votes of the Members, voting in person or by proxy, at any regular or special meeting of the Association.
- E. The Board may provide for the management of the Subdivision by hiring or contracting with suitable and capable management personnel ("Manager") for the day-to-day operation, maintenance, upkeep and repair of the Subdivision and its' facilities, open space, and utilities.
- F. To levy assessments as allowed by the Covenants, these Bylaws, and the State of Montana, and to provide for the collection, expenditure, and accounting of said assessments.
- G. To collect the assessments for the Association for the operation, maintenance, repair, utilities and insurance related to the Utility Lot within the Subdivision.
- H. To pay for the expenses of the operation, maintenance, improvement, repair, and insurance related to easements, common areas, Utility Lot, mail boxes, community signs

or identification, and community boulevard trees and landscaping within the Subdivision, general maintenance, management and administration of common areas, Utility Lot, and, taxes for open space, and weed control in the Utility Lot or common areas, and for any other purposes, expressed or implied, in the Covenants and to approve payment vouchers, either at regular or special meetings.

- I. To delegate authority to the Manager for the conduct of Subdivision business, to carry out the duties and powers of the Board; however, such authority shall be precisely defined with ultimate authority at all times residing in the Board of Directors.
- J. To provide a means of hearing grievances and foreclosure proceedings of Members and to observe all due process requirements imposed upon the Association and non-profit corporations.
- K. To meet at regularly scheduled times and hold such meetings open to all Members or said Member's representative.
- L. To prepare an annual budget for the Subdivision in order to determine the amount of the assessments payable by Members, to meet the expenses, and to allocate and assess such charges among the Members for their pro-rata share of the budget each year, and to submit such budget to the Members on or before the date of the annual meeting.
- M. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increases in expenses or costs related to the operation, maintenance, and repair of the Subdivision, or related to additional capital expenses or emergencies expenses.
- N. To file liens and to foreclose liens and to otherwise take appropriate legal action to collect any delinquent assessments, payments of amounts due from Members or from any person or persons owing money to the Subdivision, and to levy a penalty and to charge interest up to the legal rate on unpaid amounts due and owing.
- O. To defend in the name of the Association any and all lawsuits wherein the the Subdivision is a party defendant.
- P. To enter into contracts with third parties to carry out the duties set forth, for and on behalf of the Board and the Association.
- Q. To establish a bank account for the Subdivision and to keep therein all funds of the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.
- R. In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Covenants and to do all those things which are

necessary and reasonable in order to carry out the governance and operation of the Subdivision.

- S. To arrange, keep, maintain, and renew adequate liability insurance for the Association and the Board.
- T. To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Covenants.
- U. To allow first lienholders to inspect Association and Board records upon proper notice and during reasonable business hours.
- V. To serve as the Design Review Committee of the Association or to appoint Members to such Committee and to carry out the duties thereof as described in the Covenants.

**9. VACANCIES AND REMOVAL**

After the expiration of the term of the Initial Directors, any vacancy in the Board shall be filled by the remaining Board at a duly held meeting or by the sole remaining director; provided, however, a vacancy created by the removal of a Director by the Members by a majority vote can only be filled by election by the Members. A successor Director shall serve for the unexpired term of his or her predecessor. Voting for Directors or their removal may be by secret written ballot.

**10. COMPENSATION**

No member of the Board of Directors shall receive any compensation for acting as such, except to be reimbursed for approved expenses incurred in attending Board meetings or carrying out Board functions. Nothing herein however, shall be construed to preclude compensation being paid to any Manager who is hired by the Board.

**11. LIABILITY OF MEMBERS OF BOARD OF DIRECTORS**

No Member of the Board shall be liable to the Association or any of the Members or any third party for harm, injury, loss or damage suffered because of any action taken or omitted to be taken by any Board of Director serving as a Director in good faith if the Board of Director:

- A. exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his own affairs; or
- B. took or did not take action in reliance upon advise of counsel or upon statements or information of other Members, the Manager or employees of the Association which he or she has reasonable grounds to believe.

## 12. MANAGEMENT AND BUDGET

A Manager may be appointed and/or removed by the Board of Directors. The Manager or any Member of the Board or Association handling Association funds or having power to withdraw or spend such funds shall be bonded, and shall have maintained records of the financial affairs of the Subdivision. Such records shall also detail all assessments made by the Association and the status of payments of said assessments by all Members. All records shall be available for examination during normal business hours by any Member or the Member's representative. All functions and duties herein provided for the Manager may be performed by the Board, or the President, if the Board should decide not to have a Manager.

A. The receipts and expenditures of the Association shall be under the direction of the Board or the Manager and shall include a provision for:

1. Current Expenses: Which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserve or to betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.
2. Reserve for Deferred Maintenance: Which shall include funds for maintenance and items which occur less frequently than annually.
3. Reserve for Replacement: Which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
4. Betterments: Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be a part of the common elements of Subdivision.

B. The Manager, if any, shall prepare and submit to the Board a budget, or the Board must prepare the budget each calendar year. The budget shall include the estimated funds required to carry out the functions of the Association, including a reserve for contingencies, to pay for services and materials furnished to the Association, and to provide and maintain funds for the foregoing accounts according to good accounting practices.

Copies of the budget and proposed assessments shall be transmitted to each Member on or before the date of the annual meeting of the Association preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Member. The budget shall be amended if necessary and approved by a majority of the total votes of the Members voting in person or by proxy at the annual meeting.



C. A financial report of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each Member at the annual meeting.

The Board or the Manager shall generally operate and manage the Subdivision for and on behalf of the Members and shall have such other powers and authority as the Members may designate. If there is no Manager or if the Manager resigns, is terminated or the Manager's contract expires and a successor is not chosen, the Board shall perform all the duties of the Manager until a Manager shall be replaced.

### **13. AMENDMENT OF BYLAWS**

These Bylaws may be amended at any regular or special meeting of the Association providing that a copy of the proposed amendment is included in the notice of such meeting. Upon a vote of seventy-five (75%) of the votes of Members present and voting in person or by proxy at such meeting, based on one vote per Lot, the amendment shall be declared adopted. The Bylaws may also be amended by the execution and acknowledgment of such amendment by seventy-five (75%) of the total votes, based on one vote per Lot.

The Secretary shall as soon as practicable after adoption, prepare a copy of these Bylaws as amended for certification by the President and Secretary of the Association and recording with the Office of the Clerk and Recorder of Yellowstone County. Bylaws as amended shall become effective at the time of recording, and a copy shall be mailed or delivered to each Member.

### **14. ASSESSMENTS**

The Association, acting through the Board of Directors, shall have the power to levy assessments on its Members for capital and operating expenses. The assessments levied by the Association shall be used exclusively to promote health, safety and welfare of the residents of the Subdivision, including, but not limited to, the maintenance of the common areas, open space, utility lines, and common area landscaping, property liability insurance, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association as further described hereafter. In addition, assessments may be levied for any necessary capital improvements. Notice of each Member's assessments shall be mailed to said Member at the Member's address of record. The assessments shall be levied consistent with the Covenants.

### **15. NOTICE OF DEFAULT TO LIENHOLDERS**

A first lienholder, upon request, will be entitled to written notification from the Association of any default in the performance by an individual Member borrower of any obligation under the Covenants or these Bylaws that is not cured within sixty (60) days.

### **16. FISCAL YEAR**

The fiscal year of the Association shall commence on January 1 of each year and end on December 31 of each year, unless changed by the Board of Directors.

**17. DUE PROCESS BY THE ASSOCIATION**

In the event there shall be a default, except in the payment of assessments, by a Member or a violation of any of the provisions of of the Covenants or these Bylaws, or non-compliance, notice of the same shall be sent to the Member in writing by the Board of Directors setting forth the nature of the violation or non-compliance and providing for a time certain when the Member shall be confronted by the Board to respond. At such hearing the Member shall be confronted by the person or persons bringing the charges if they are individuals other than the Board of Directors; the Member shall have an opportunity to cross-examine such individuals and present his or her own witnesses, exhibits or testimony in his or her own behalf. At such hearing, if the Member desires, he or she may request an impartial hearing examiner to be present and conduct the proceedings. Following such a hearing, the Board shall enter its findings of fact following the recommendations of any examiner, if any, and setting forth its decision and any actions it deems appropriate if it finds in fact that a violation or default has occurred.

**18. MISCELLANEOUS**

- A. Costs and Attorney's Fees: In any proceeding arising because of an alleged default by a Member, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.
- B. No Waiver of Rights: The failure of the Association or of a Member to enforce any right, provision, covenant or condition which may be granted by the Subdivision documents, including, but not limited to, the Covenants and these Bylaw, shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or condition in the future.
- C. Election of Remedies: All rights, remedies and privileges granted to the Association or a Member pursuant to any term, provision, covenant or condition of the Subdivision documents, including, but not limited to, the Covenants and these Bylaw shall be deemed cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the subdivision documents, or at law or in equity.
- D. Surplus: Any surplus of the common expense payment by the Members over the actual expenses (including the reserve for contingencies and replacements) during a fiscal year of the Association shall be applied toward the common expenses for the following year, or shall be applied in any other manner which shall benefit the Association and which, on the basis of the United States Federal Income Tax Law, regulations and interpretations existing from time to time, in the sole discretion of the Board, is most likely to avoid taxation of such surplus.

- E. Parliamentary Rules: Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Articles of Incorporation, the Covenants, or these Bylaws.
- F. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance hereof, nor shall it affect the validity, enforceability, or effect of the Covenants.

**19. THE COVENANTS**

The Declarant has recorded the Declaration of Covenants, Conditions and Restrictions of the Cherry Hills Subdivision – 3rd Filing. These Covenants shall govern the acts, powers, duties and responsibilities of the Association and in the event these Bylaws and Covenants are in conflict, the Covenants shall prevail.

The definition of terms set forth in the Covenants shall be applicable throughout these Bylaws and the interpretation thereof.

By virtue of these Bylaws and the Covenants, each Owner has the right to membership in the Association and any Owner is eligible to be elected to the Board of Directors of the Association.

The Association and its Board of Directors shall have the primary and final authority on all matters solely affecting the Subdivision area, subject to the laws, rules and regulations of the County of Yellowstone, and the State of Montana.

IN WITNESS WHEREOF, \_\_\_\_\_, authorized representatives of, the owner of record of Cherry Hills Subdivision – 3rd Filing and having a majority of the voting interest of the said Subdivision as of the date hereof, hereby appoints the following persons to serve on the initial Board of Directors until the first meeting of the Association, to-wit:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

and the undersigned record owner and the said Board hereby certify, declare and affirm the adoption of the foregoing Bylaws on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**DECLARANT:**

WESTERN HOLDINGS COMPANY, LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF MONTANA        )  
                                      : ss  
County of Yellowstone    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ (name), known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that they he/she is the \_\_\_\_\_ (capacity) of Western Holdings Company, LLC and executed the same.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

Printed Name \_\_\_\_\_

*Affix seal to the left*

RETURN AFTER RECORDING:  
Western Holdings Company, LLC  
PO Box 51330  
Billings, MT 59105

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CHERRY HILLS SUBDIVISION – 3<sup>RD</sup> FILING**

**THIS DECLARATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by Western Holdings Company, LLC, a Montana limited liability company, hereinafter referred to as “Declarant”.

**WHEREAS**, Declarant is the owner of real property situated in Yellowstone County, Montana, more particularly described on Exhibit “A” attached hereto and incorporated herein (“Property”);

**WHEREAS**, Declarant intends to develop, sell and convey the above-described real property, hereinafter referred to as the “Cherry Hills Subdivision – 3<sup>rd</sup> Filing”; and,

**WHEREAS**, Declarant desires to subject all of said real property, together with the Lots contained therein to the covenants, conditions, restrictions and reservations herein set forth and referred to as “Covenants”;

**NOW THEREFORE**, Declarant does hereby establish, dedicate, declare, publish and impose upon the Property the following Protective Covenants, Conditions and Restrictions which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such Property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design use, and development of the Property. Such Covenants shall apply to the entire Property, including but not limited to all Lots, Utility Lot and improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, Lot or division.

Said Covenants shall be as follows:

**ARTICLE I – DEFINITIONS**

**Section 1.** “Articles of Incorporation” shall mean the Articles of Incorporation for the Cherry Hills Subdivision – 3<sup>rd</sup> Filing Owners’ Association, Inc., a Montana non-profit corporation, filed with the Montana Secretary of State.

Section 2. “Architectural Guidelines” shall mean those architectural guidelines contained in Article VI of these Covenants

Section 3. “Association” shall mean the Cherry Hills Subdivision – 3<sup>rd</sup> Filing Owners’ Association, Inc., its successors and assigns. The Association shall be incorporated as a Montana nonprofit corporation, with its members as the Lot Owners.

Section 4. “Bylaws” shall mean the Bylaws for Cherry Hills Subdivision – 3<sup>rd</sup> Filing Owners’ Association, Inc.

Section 5. “Contract Purchaser” shall mean a person buying a Lot pursuant to a contract for deed, trust indenture or mortgage.

Section 6. “Covenants” shall mean this Declaration of Protective Covenants, Conditions and Restrictions for the Cherry Hills Subdivision – 3<sup>rd</sup> Filing, and as it may, from time to time, be amended or supplemented.

Section 7. “Declarant” shall mean Western Holdings Company, LLC, a Montana limited liability company, and its successors and assigns, located at PO Box 51330, Billings, MT 59105.

Section 8. “Declaration” shall mean this Declaration of Protective Covenants, Conditions and Restrictions for Cherry Hills Subdivision – 3<sup>rd</sup> Filing, and as it may, from time to time, be amended or supplemented.

Section 9. “Directors” or “Board of Directors” shall mean the Board of Directors of the Association.

Section 10. “Yellowstone County Regulations” shall mean any and all rules and regulations adopted by Yellowstone County that governs the Property and the Lots, including, but not limited to land use regulations and Zoning Regulations.

Section 11. “Cherry Hills Subdivision – 3<sup>rd</sup> Filing Architectural Committee” shall mean the Committee appointed by the Board of Directors of Directors of Cherry Hills Subdivision – 3<sup>rd</sup> Filing Owners’ Association, whose function is to review and approve or disapprove plans, specifications, designs, landscaping, sites, and locations of improvements to be constructed within Cherry Hills Subdivision – 3<sup>rd</sup> Filing.

Section 12. “Improvement(s)” shall include, but is not limited to, all buildings, outbuildings, stairs, decks, structures, bridges, roads, pathways, driveways, parking areas, fences, screening walls and barriers, hedges, windbreaks, plantings, trees, shrubs, retaining walls, yard and lawn ornaments of artwork, tree houses, solar panels, water lines, sewer lines, electrical, gas, telephone and internet transmission lines, cable television, television and radio transmission facilities, dishes, towers, poles, signs, and all other structures, installations and landscaping of every type and kind, whether above or below the land or Lot surface.

Section 13. “Lot(s)” or “Property(ies)” shall mean and refer to all real property herein described and platted into Lots as Cherry Hills Subdivision – 3<sup>rd</sup> Filing according to the official plat, and any amendments thereto, thereof on file and of record in the office of the County Clerk and Recorder, Yellowstone County, Montana. Lots shall mean any real property platted into Lots in any future phases of Cherry Hills Subdivision – 3<sup>rd</sup> Filing.

Section 14. “Lot Owners” or “Owner” shall mean and refer to any person or entity, whether one or more persons or entities, owning a fee simple title to or interest in a Lot or a Contract Purchaser, whether one or more persons or entities, owning or purchasing a Lot, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a Lot for value, the terms “Lot Owner” or “Owner” shall mean the “Declarant” or its successors or assigns. The term “contract purchaser” shall mean a person buying a Lot pursuant to a Contract for Deed. The term “person” shall include any person, persons or entities.

Section 15. “Member” shall mean any Lot Owner or Owner. Each Member or Lot Owner agrees to abide by and be bound by these Covenants, the Articles of Incorporation, and the Bylaws and the Resolutions of the Association, if any.

Section 16. “Utility Lot” means those areas set aside for storm water treatment within the subdivision, and shall include roads, proposed stormwater pond, proposed channels, common areas, and easements.

Section 17. “Utility Lot Management Plan” shall mean the management plan for the lot designated “Utility Lot”.

Section 18. “Subdivision” shall mean the Cherry Hills Subdivision – 3<sup>rd</sup> Filing.

Section 19. “Zoning District” shall mean the City of Laurel’s designated zoning district.

Section 20. “Zoning Regulations” shall mean and refer to the Zoning Regulations of the City of Laurel and any and all amendments thereto.

Section 21. Other definitions may be found throughout these Covenants and those definitions are binding upon all Owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

## **ARTICLE II – CHERRY HILLS SUBDIVISION – 3RD FILING OWNERS’ ASSOCIATION**

Section 1. Association.

An association is hereby established known as “Cherry Hills Subdivision – 3<sup>rd</sup> Filing Owners’ Association,” (hereinafter referred to as the “Association”), for the purpose of enforcing these Covenants and operating the Association for the benefit of all Members therein. The initial address of the Association shall be PO Box 51330, Billings, MT 59105. The address of the

Association may be changed by the Board of Directors of Directors upon notice to the Members.

Section 2. Members.

Every Owner or contract purchaser of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of any Lot. Each Owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address.

For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a Member upon the recording of a duly executed deed to that Owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an Owner. The legal title retained by the original seller selling under a contract for deed shall not qualify such original seller for membership.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract, or repossession for any reason of a Lot sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

Section 3. Vote.

A Member shall be entitled to one vote for each Lot owned. Multiple owners of a single Lot shall have one such membership or voting interest between them. If more than one Lot is owned, the Owner or Owners thereof shall have one membership or voting interest for each separate Lot owned.

Section 4. Annual Meeting and Special Meetings of the Association.

The annual meeting of the Association shall be set at a time and place determined and noticed by the Board of Directors. Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of 25% of the Owners. Special meetings shall require not less than 10 days written notice of the meeting date, time and location, and a description of the matter to be called before the Association. Notice of annual and special meetings shall be mailed to Owners at the address for each Owner. The presence of Members, in person or by written proxy, representing 55% of the total votes of the membership shall constitute a quorum.

At the annual meeting, the Members shall review and approve a budget for the next year, shall elect Board of Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

Section 5. Board of Directors.



The Members shall have the authority to set the number of Board of Directors, which number shall not be less than three nor more than seven. However, until at least 75% of all Lots existing or to be platted in future phases of Cherry Hills Subdivision – 3<sup>rd</sup> Filing have been sold, there shall be three Directors, and Declarant shall have the right to appoint the Board of Directors of Directors, who shall not be required to be Lot Owners or Members of the Association. Upon the sale of 75% of the Lots, the Board of Directors shall call a meeting within 30 days of such occurrence to transition the Board of Directors and Association to the Members.

The Board of Directors shall serve for a term to be set by a simple majority of the membership, which shall not be for less than one year. Each Director shall serve until replaced by his or her successor. Any vacancy on the Board of Directors occurring before the next annual meeting of the Members shall be filled by the remaining directors.

All Director meetings shall require the presence of Directors entitled to cast a minimum of 55% of all votes of the Directors. The presence of Directors entitled to cast 55% of all votes of the Directors shall constitute a quorum. The Directors shall act by majority vote.

Section 7. Board of Director's Duties and Responsibilities.

The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its Members as shall be reasonably necessary to carry out the purposes of the Association, including but not limited to take such actions as shall be necessary or reasonable to care for, protect and maintain the easements, proposed stormwater pond, proposed channels, Utility Lot, boundary fence, if any, common areas, community signs or identification; to adopt rules and regulations for the use of the proposed stormwater pond, proposed channels, Utility Lot, boundary fence, if any, common areas to enforce these Covenants; to set and collect assessments; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the Subdivision, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve. Neither the Board nor any Director, officer or Committee member acting in good faith shall be liable to any Owner or member of the Association as a result of any decision or determination made by the Board, a Director, officer or Committee Member.

The Board of Directors shall have the authority to hire additional professional officers, management personnel or companies, consultants, accounting services, legal services or any other personnel which they deem necessary for the smooth, efficient, and professional functioning of the Association. They may include, but not be limited to, a manager, secretary, treasurer, professional consultants, accountants, attorneys and maintenance personnel. The Board of Directors shall also have the authority to make contractual arrangements with outside entities, including but not limited to attorneys, accountants, engineers, environmental consultants, maintenance contractors, and building contractors to provide for the smooth, efficient, and professional functioning of the Association.

Section 8. Annual Meeting of the Board of Directors.

The annual meeting of the Board of Directors shall be held immediately after the annual

meeting of the Members. At the annual meeting, the Board of Directors shall elect officers of the Association, including a President, Vice-President and Secretary-Treasurer (the Secretary/Treasurer position may be divided into two separate positions), from among the Board of Directors, except that the Secretary-Treasurer may be a Member(s) who is not a Board of Director. The officers of the Association shall follow the directions of the majority vote of the Board of Directors.

Section 9. Officers.

The duties of each of the offices shall be as follows:

A. President. The President shall preside over all meetings of the Association. The President shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors.

B. Vice-President. The Vice-President shall exercise the powers of the President in the absence of the President.

C. Secretary-Treasurer. The Secretary shall give notice of all meetings of the Association, and shall keep a record of the proceedings of the meetings of the Association. The Secretary shall be authorized to sign on behalf of the Association, all records, documents and instruments when such are authorized to be signed by the Association.

The Treasurer shall keep and maintain adequate and correct accounts of the accounts, properties, and business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the Association. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association.

Section 10. Vacancy

A vacancy in any office of the Association shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected.

**ARTICLE III - ANNUAL AND SPECIAL ASSESSMENTS**

Section 1. Assessments.

Each Owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants, and to pay to the Association:

- A. Annual assessments or changes; and,
- B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the property and Lot, and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of such Property or Lot at the time when the assessment are due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used to promote the recreation, health, safety, convenience and welfare of the Owners, for the improvement, repair, replacement and maintenance of easements, Utility Lot, proposed stormwater pond, proposed waterway, common areas, community mail boxes, community signs or identification, and any landscaping located in the Subdivision that is the responsibility of the Association, insurance, general maintenance, creation of reserves, management and administration the Utility Lot, proposed stormwater pond, proposed channels, the taxes or fees for Utility Lot, proposed stormwater pond, proposed channels, and weed control in the Utility Lot or common areas, and for any other purposes, expressed or implied, in these Covenants.

Section 3. Amount and Approval of Assessments.

The maximum assessment per Lot which may be made by the Association in every calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out the purposes herein set forth, and may include a reasonable reserve for contingencies. The amount of the annual assessments shall be fixed by the Board of Directors of the Association in the following manner:

At each annual meeting of the Members of the Association, the Board of Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval. The Members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy. After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year to cover the budget approved in the manner herein set forth.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or other capital improvements on the properties, Utility Lot, proposed stormwater pond, and proposed channels, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) or more of all of the votes of the Members who are present, in person or by proxy, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one or more years. Assessments for normal maintenance and repairs shall not require two-thirds (2/3) vote.

Section 5. Uniform Rate of Assessment.

Annual assessments shall be fixed by the Board of Directors at a uniform rate for each Lot, except the Board of Directors may fix a different uniform rate for improved and unimproved Lots. The assessments may be collected on a monthly, quarterly or annual basis, or any other regular basis as shall be determined by the Board of Directors of the Association. Special assessments shall be fixed at the same rate for each Lot affected by the special assessments.

Section 6. Date of Commencement of Annual Assessments; Due Dates.

Except as herein provided, the annual and special assessments provided for herein shall be due on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty days in advance of the due date of each annual assessment, and at least ninety days in advance of a special assessment. Written notice of the annual and special assessments shall be mailed or personally delivered to every member subject thereto, at their last known mailing address.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owners obligated to pay the same or foreclosure the lien against the property or Lot, restrict the Owner's right to vote and/or utilize the Utility Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Utility Lot or by abandonment of their Lot.

Upon delivery of the notice of assessment to the Owner, the assessment shall be a lien upon the Owner's Lot until paid. The Association may record a notice of the lien with the Clerk and Recorder of Yellowstone County, Montana. In the event of non-payment within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The Association is entitled to collect during an action for delinquent assessments any and all reasonable attorney fees and costs accrued prior to and in association with the collection of delinquent assessments.

Section 8. Sale or Transfer of a Lot.

The sale, transfer or encumbrance of any Lot shall not affect the assessment lien if recorded in the records of Yellowstone County, Montana, or the personal liability of the Owner responsible for the assessment. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new owner from the liability for and responsibility to pay any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a Lot shall be responsible for checking with the Association for any outstanding assessments against said Lot before the closing upon the purchase.

**ARTICLE IV- CHERRY HILLS SUBDIVISION – 3RD FILING UTILITY LOT  
MANAGEMENT PLAN**

**Section 1.** Cherry Hills Subdivision – 3<sup>rd</sup> Filing Utility Lot Management Plan.

The Subdivision is designed to meet the goals and objectives the City of Laurel.

The Cherry Hills Subdivision – 3<sup>rd</sup> Filing Utility Lot Management Plan is intended to provide a guideline for the protection, management, development, operation, and maintenance of the utility lot, proposed stormwater pond, and other common use items within the Subdivision.

**Section 2.** Utility Lot

The Utility Lot, including but not limited to the stormwater pond, structures, outfall channel, and other items necessary for the Subdivision, as designated on the final plat, and any amended plat, shall be preserved in perpetuity for use by the Association. The Association shall be responsible for the maintenance payment of fees, liability insurance and taxes for these areas, and shall have the right and obligation to provide for the protection, management, development, operation, and maintenance of the Utility Lot, the stormwater pond, structures, outfall channel, and other items.

**Section 3.** Assessments for Utility Lot

The Board of Directors shall establish assessments for the taxes, insurance, and maintenance of the Utility Lot under the control and authority of the Association. The assessments levied by the Board of Directors for the maintenance, upkeep, repair and operation of the Utility Lot, like all other assessments, become a lien on each Lot within the Subdivision. The Board of Directors, may, in its discretion, adjust the assessments to meet the changing needs of the community and the areas serving the community.

**Section 4.** Not Used.

**Section 5.** Not Used

**Section 6.** Mechanized Vehicles Prohibited.

No motorcycles, ATV's, snowmobiles, boats or similar means of transportation are permitted in or on the Utility Lot, proposed stormwater pond, and proposed channels. Motorized vehicles or equipment are allowed in or on the Utility Lot exclusively for maintenance purposes.

**Section 7.** Landscaping of Utility Lot.

Landscaping and plantings shall feature native species, but may incorporate non-native and ornamental species of trees and shrubs that will minimize maintenance and water consumption, or

that will contribute to wildlife depredation problems. Terrain modification may occur where needed to enhance opportunities for human activities to improve vegetative screening, to enhance watercourse development, and to minimize maintenance. Temporary fencing around shrubs and trees may be utilized to prevent or minimize destruction by animals or people during the time necessary to ensure the protection and survival of any plantings.

Section 8. Noxious Weeds.

Noxious weeds shall be controlled on all common and open space areas. The preferred method is by introduction of desirable plant species that eliminate weed. Interim measures permitted include herbicide applications, mowing and biological control. All herbicide applications shall be conducted according to applicable regulations.

Section 9. Wildlife.

No feeding of wildlife other than birds shall be allowed in or on the Utility Lot. The killing, hunting or taking of any wildlife species by any means within the Utility Lot is prohibited except for the catching and release of fish, and the control of specific animals known to be causing unacceptable damage to property or persons (i.e. beavers damming the watercourses or porcupines identified as girdling planted trees). In such cases, the Board of Directors shall contact appropriate professional consultants to trap and relocate such animals.

Section 10. Domestic Pets.

Domestic pets shall not be allowed at any time in or on the Utility Lot or other common areas unless on a leash. Pet owners shall be required to clean up after any pets they take on the Utility Lot. At no time shall any domestic pet be permitted to chase or harass wildlife in or on the Utility Lot, or other common areas.

Section 10. Prohibited Uses.

No use of fireworks, firearms, hunting and/or loud music or having loud parties in the Utility Lot is permitted.

Section 11. Fencing.

No fences shall be permitted in the Utility Lot, unless otherwise provided herein. The boundary of the Property, including the Utility Lot, may be fenced upon the request by neighboring property owners to prevent neighboring livestock from entering the Property. Temporary fences for the protection of plantings, as identified above, may be permitted.

Section 12. Signage.

Signs shall be permitted to identify trail routes, direct human activity or provide interpretive information. Directory signs should be combined with landscaping features, be made of natural appearing materials, and must comply with these Covenants and Zoning Regulations.

Section 13. Nuisance.

No Owner, guest or invitee may use or occupy the Utility Lot or common areas in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other Owner, guest or invitee of the Subdivision. Violations shall be enforced by the Board as provided for in these Covenants, including, but not limited to the levying of a fine and seeking compensation from such Owner, guest or invitee

**ARTICLE V - ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL REVIEW PROCESS**

Section 1. Architectural Review Committee

The Cherry Hills Subdivision – 3<sup>rd</sup> Filing Architectural Review Committee (hereinafter the “Architectural Committee”) shall consist of three (3) members appointed by the Board of Directors, one of whom shall be designated as the Chairperson. It is suggested that at least one of the members of the Architectural Committee have professional qualifications in the area of architecture, landscape architecture, or construction.

Section 2. Scope of Responsibilities

The Architectural Committee has the right to exercise control over all construction of any Improvement within the Subdivision. It will also review all Owner’s alterations and modifications to existing structures, including, but not limited to, exterior walls, exterior painting, renovations, and landscaping.

No residence or structure, Improvement, wall, garage, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the Lot until written plans and specifications showing the site plans, floor plans, design, nature, kind, color, dimensions, shape, elevations, material, use and location of the same shall have been submitted and approved, in writing, by a majority of the Architectural Committee as to the plans and specifications compliance with these Covenants.

All documents submitted for review must be dated and labeled with the specific project title, owner, architect, contractor, and address, and must be accompanied by the fees required for review.

Section 3. Standards for Architectural Review.

It shall be the Owner’s responsibility to ensure that all proposed construction of any Improvement shall comply with the Uniform Building Code, National Plumbing Code, the National Electrical Code, and the City of Laurel Codes, these Covenants, and any amendments thereto.

All plans must be harmonious with the overall plan for the Subdivision. All plans and

specifications must be suitable to the Lot, the adjacent Lots, the adjacent properties, and the neighborhood. All Improvements must be compatible with the surrounding properties and Lots so as to not impair or degrade Subdivision or its aesthetic values.

The Owner shall reference and follow all guidelines and design requirements of the Subdivision Fire Protection Plan when designing any Improvement.

Section 4. Review Fee.

A review fee will be required at the time of submission of all of the documents and sample materials. The Owner shall submit the documents and the required fee to the Architectural Committee chairperson or other designated member of the Architectural Committee. The purpose of the design review fee shall be to defray the Association's cost of review of all proposed site plans and specifications submitted to them. The fee, which shall be set by the Board of Directors, shall initially be \$500.00.

Section 5. Documents Required for Review.

Three copies of the following documents in engineering scale of 1/8" = 1'0" should be submitted to the Architectural Committee chairperson:

A. Site plans including:

Lot lines and setback lines with dimensions; Building/Improvement footprints with entries, porches, balconies and decks delineated; Location, dimensions and materials for driveways; Elevation of first floor; Height of foundation from the top of the curb; Landscaping requirements and concepts; Location, height and material for retaining walls or garden walls; Water, electric and sewer service; and Exterior light locations and type.

B. Complete construction drawings, including floor plans, exterior elevations of all sides, roof design, specifications, and any construction details, as follows:

1. Floor Plans showing: Foundation plan dimensioned; Exterior walls shown and dimensioned; Room use and dimension; Wall, window and door openings dimensioned; All overhangs of floors and roofs as dashed lines; Overall dimensions; and Total enclosed square footage.
2. Elevations including: A description of the material for the front street elevation; Porches, balconies, doors and windows; Principal materials rendered and specified; Height of each floor, eaves, and roof peak dimensioned from the first floor; Overall height from ground level; Roof pitch; Major building sections; Typical walls from ground to ridge; and Typical porch section from ground to roof.
3. Roof Plan: Elevations of the Roof; and description of roof materials.



4. Landscape Plan: Listing of all trees and plants to be installed and their respective locations.
5. Samples (1 set) of all exterior materials in their respective color proposals in an adequate size to evaluate.

Section 6. Review Procedures.

The Owner will be notified in writing by the Architectural Committee within thirty (30) business days after receipt of all documents and items required for submittal in Article V, Section 5 that the design has been approved, approved with stipulations, or disapproved. The Architectural Committee's thirty (30) business day review period will not commence until all documents and items specified in Article V, Section 5 have been submitted to the Architectural Committee.

The Architectural Committee may request additional plans, specifications, and samples in order to complete their review. In the event of such request, the review time period shall toll and shall not again commence running until after such additional plans, specifications, and samples have been submitted to the Architectural Committee.

An application may be withdrawn by an Owner without prejudice, provided the request for withdrawal is made in writing to the Architectural Committee. No fees will be refunded due to such withdrawal.

If the Architectural Committee does not contact the Owner within thirty (30) business days of the review commencement date, the application shall not be deemed "approved," and the Owner shall be entitled to file a written request with the Board of Directors that the application be reviewed by the Architectural Committee within five (5) business days of the date of the Owner's written request.

If an application is approved with stipulations or is disapproved, the reasons for the approval with stipulations or disapproval will be clarified for the Owner by the Architectural Committee, in writing and/or with drawings, within ten (10) business days after the Owner has been notified of the Architectural Committee's decision.

If an application has been denied, or the approval is subject to stipulations that the Owner feels are unacceptable, the Owner may request a hearing before the Architectural Committee to justify the Owner's position. The Architectural Committee will consider the arguments and facts presented by the Owner and notify the Owner of its final decision within ten (10) business days of the hearing. If the Owner disagrees with the Architectural Committee's final decision, the Owner may appeal such decision to the Board of Directors and the Board of Directors shall hold a hearing, during which the Owner and the Architectural Committee may be heard. The Board of Directors shall consider all arguments and facts presented and shall render a final decision within ten (10) business days of such hearing.

Section 7. Action Upon Architectural Committee's Approval.

Approval by the Architectural Committee does not relieve an Owner of the Owner's obligation to obtain any government, city, state and county approvals necessary to construct the Improvement, including, but not limited to, a City of Laurel land use permit. If such approvals are required and are not obtained by the Owner, the Architectural Committee and/or the applicable government, state and county agency may take whatever actions are necessary against the Owner to force compliance.

Upon approval by the Architectural Committee, the Owner must obtain a building permit from the City of Laurel prior to commencing any construction. With the Owner's application for a building permit, the Owner shall also submit the Architectural Committee's approval letter or approval stamp on the Owner's plans, as a prerequisite for City of Laurel reviewing and issuing such building permit. Upon receipt of both the Architectural Committee's approval letter and the building permit, the Owner may commence construction in strict accordance and adherence with the plans and specifications submitted to and approved of by the Architectural Committee. Any deviation from said plans and specifications which, in the judgment of the Architectural Committee, is a deviation of substance from the plans and specifications approved of by the Architectural Committee, the Architectural Guidelines contained herein, or any other provision of these Covenants, and/or is a detriment to the appearance of the Improvement or to the surrounding or neighboring areas or Lots, shall be promptly corrected by the Owner, at the Owner's expense, to conform with the plans and specifications submitted by the Owner and approved of by the Architectural Committee, or such deviation may be corrected by the Association at the Owner's expense as provided in these Covenants.

Section 8. Variances.

All variance requests pertaining to the Architectural Committee approvals must be made in writing to the Architectural Committee, and must be accompanied by written verification that the requested variance does not violate the Zoning Regulations, City of Laurel regulations, and that such a variance has not already been requested by the Owner from the Zoning District and/or Yellowstone County. Any variance granted shall be considered unique and will not set any precedent for future decisions.

The Architectural Committee may, upon application, grant a variance from the Architectural Guidelines, provided that the spirit of these Covenants is complied with, the requested variance does not violate the zoning regulations or any Yellowstone County regulations, and written notice of the nature of the variance has been mailed or personally delivered to all other Lot owners in the Subdivision at least ten days before the variance is considered, in order to give the other Owners a chance to comment and provide input to the Architectural Committee. The Architectural Committee shall have the duty and power to make the final decision on the granting of the variance, without any liability being incurred by the Architectural Committee or damages being assessed against the Architectural Committee, due to any decision of the Architectural Committee.

Section 9. Eighteen Months for Completion.

Any Improvements to be constructed or erected in accordance with the approval given herein, including all landscaping, must be diligently continued and completed within eighteen months from the date of approval, unless otherwise extended in writing by the Architectural Committee. If construction of any Improvement is not commenced within one year after approval, a new approval must be obtained.

If any Improvement is commenced within one year, but is not completed in accordance with the plans and specifications within twelve months, the Board of Directors of the Association, at their option, may take such action as may be necessary, in their judgment, to improve the appearance of the Improvement so as to make the property harmonious with other Lots and properties, and to comply with these Covenants, including completion of the exterior, removing the uncompleted structure, or any combination thereof. The amount of any expenditures made in so doing shall be the responsibility and obligation of the Owner. A lien on the Lot may be recorded and shall be enforceable by an action at law. In lieu thereof, the Association may take such action as is available by law or equity, including, but not limited to, an injunction, or seeking damages, and shall be entitled to reimbursement of the Association's costs and attorney fees as may be awarded by the Court.

Section 10. Inspection and Compliance with Approved Plans.

The Architectural Committee may inspect all work in progress and any completed Improvement, and give notice of any noncompliance as set forth below.

During construction or upon completion of any Improvement, if the Architectural Committee finds that such work was not done in strict compliance with all approved plans and specifications submitted or required to be submitted for its prior approval, it shall notify the Owner and the Board of Directors of such noncompliance, and shall require the Owner to remedy the same. If upon the expiration of seven (7) business days from the date of the notification, the Owner has failed to commence to remedy such noncompliance, the Board of Directors shall determine the nature and extent of the noncompliance, the estimated cost of correction and any fine the Board of Directors so elects to assess for such noncompliance or pursuant to a fine schedule adopted by the Board of Directors. The Board of Directors shall notify the Owner in writing of the Board of Director's estimated cost of correction action, which may include removal, and any associated fine. The Owner shall then have five (5) business days to pay any assessed fine and to commence such corrective action. Any corrective action must be completed within thirty (30) days of the Board of Directors providing the Owner written notice of the cost of corrective action.

If the Owner does not comply with the Board of Director's determination within the five (5) business day period referenced above, the Board of Directors, at its' option, may stop the Owner's construction of the Improvement, remove the noncomplying Improvement, or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for any and all expenses incurred as a result of the Owner's noncompliance. If such expenses are not promptly paid by the Owner to the Association, the Board of Directors may levy an assessment against the Owner and/or file a lien against the Owner's Lot upon which the Improvement was/is situated,

for reimbursement of the Association's expenses, and the same shall be enforced and/or foreclosed upon in the manner provided for by law.

Section 11.      Limitation of Responsibilities and Liability.

The primary goal of the Architectural Committee is to review the Owner's submitted application, plans, specifications, materials and samples in order to determine if the proposed Improvement conforms with the Architectural Guidelines. The Architectural Committee does not assume responsibility for the following.

- A.     The structural adequacy, capacity or safety features of the proposed Improvement.
- B.     Soil erosion, ground water levels, non-compatible or unstable soil conditions.
- C.     Compliance with any or all building codes, safety requirements, and governmental laws, regulations or ordinances.

Neither the Declarant, the Association, the Board of Directors, the Architectural Committee, nor the individual members thereof, may be held liable to any person or Owner for any damages for any action taken pursuant to these Covenants, including, but limited to, damages which may result from correction, amendment, changes or rejection of plans and specifications, the issuance of approvals, or any delays associated with such action on the part of the Board of Directors or the Architectural Committee.

Section 12.      Construction Site Maintenance and Clean-up.

Construction materials shall not at any time prior to, or during construction, be placed or stored in the street or located anywhere else that would impede, obstruct or interfere with pedestrians or motor vehicle traffic within the sidewalk and/or street rights-of-way. All construction materials shall be removed from the entire Lot within thirty (30) days of substantial completion of construction.

Construction sites shall be kept clean, neat, and well organized at all times. All construction debris shall be the responsibility of the Owner and the Owner's contractor, and shall be kept clean and properly stored on a daily basis. If construction debris blows onto another Owner's Lot, it is the responsibility of the Owner and the Owner's contractor to clean it up immediately. Street cleanliness is of particular concern. Any construction debris, especially dirt, gravel, rocks, and concrete, that falls or is left in the street shall be removed immediately from the street, and be brought back to a broom clean condition. The Association shall strictly enforce this provision, and reserves the right to fine negligent parties up to \$500.00 for each infraction, to complete any clean up the Board of Directors determines to be necessary, and/or to assess the Lot Owner for all clean-up costs.

**ARTICLE VI – ARCHITECTURAL AND LANDSCAPE GUIDELINES**

The Architectural Guidelines which follow are intended to compliment the Zoning Regulations which govern this Subdivision and to clarify the intention for the design of Improvements in the Subdivision. Specifically, these guidelines set forth design criteria which address the design of Improvements and location. The intent to these guidelines is to define a minimum level of quality and consistency of Improvement design, which shall be consistent with and maximize the quality of the overall Subdivision. Unique design elements of the Improvements will be respected and individual expression is encouraged, provided they are harmonious with the overall plan of the Subdivision and the neighboring Lots.

## **I. ARCHITECTURAL GUIDELINES.**

### **Section 1. Purpose.**

These Architectural Guidelines allow for flexibility while maintaining architectural continuity, and are intended to compliment the Zoning Regulations. The primary goal is to ensure that the proposed Improvement design, including landscaping, maintains or exceeds the general level of quality, size, appearance, and marketability as is commensurate to residential lots and homes adjacent to it. The City of Laurel will have no power to issue a building permit for any Improvement which has not been approved of by the Architectural Committee.

### **Section 2. Design Criteria and General Regulations.**

The intent of the following Architectural Guidelines are to provide a continuity to the built environment of the Subdivision, while encouraging unique approaches to the Architectural Guidelines provided herein. Using scale, proportion, and orientation, colors and materials, all Improvements in Cherry Hills Subdivision – 3<sup>rd</sup> Filing will celebrate the surrounding land forms and concentrate on preserving view sheds and blending into the landscape throughout the Subdivision. These guidelines specifically require homes designed by a licensed architect that are sensitive to the environmental conditions and prohibit tract style design types, inadequate site planning solutions, unorthodox design solutions or other approaches that damage property values and/or aesthetic values in the Subdivision as determined by the Architectural Committee. It is the intention of the Covenants to ensure that all homes shall be of quality workmanship and materials compatible with the other homes in the Subdivision. All initial or subsequent improvements to Lots in the Subdivision shall be subject to the following architectural and landscaping guidelines. All plans must be approved by the Committee as provided herein, prior to application to the City of Laurel for a building permit. No construction of, or alteration to, any Improvement shall be commenced on any Lot prior to receiving the written approval of the Architectural Committee and, if necessary, a building permit from the City of Laurel.

All Lots in the Subdivision are subject to the Zoning Regulations and City of Laurel regulations. In addition to these Covenants, Zoning Regulations and City of Laurel regulations, building design and construction may be subject to other County, State and Federal regulations. The Owner shall be responsible to ensure conformance with all applicable

regulations.

Section 3. Single Family Residence Lots and Density.

The Lots in the Subdivision shall be used exclusively for the construction of single family residences only. No more than one single family residence may be constructed on each Lot.

Section 4. Building Area.

Each Lot shall have a designated building area. All construction of Improvements, except landscaping, shall occur in the designated building area.

Section 5. Improvement Types.

All Improvements built within Cherry Hills Subdivision – 3<sup>rd</sup> Filing shall be stick-built on site, using common dimension lumber and other similar basic materials. Prefabricated, modular, panelized, factory built and/or kit homes of any type are prohibited within the Subdivision.

Section 6. Improvement Height.

The height of any Improvement shall be limited to a maximum of 28 feet for a single story Improvement and 30 feet for a two-story Improvement. Improvements shall be measured from the highest ridge to the lowest adjacent grade.

With approval from the Architectural Committee, a chimney, cupola, and other architecture feature may exceed the given height limitations by no more than 2 feet.

Section 7. Size of Residential Improvements.

A. Minimum.

Any residential Improvement constructed on a Lot shall have minimum living space, exclusive of garages, decks, and porches, of 2,500 square feet.

B. Maximum.

Any residential Improvement constructed on a Lot shall not exceed a maximum living space, exclusive of garages, decks, and porches, of 6,200 square feet. To exceed After 6,200 square feet of living space, an Owner must obtain a variance to these Covenants from the Architectural Committee and may be required to implement increased fire prevention requirements.

Section 8. Accessory Buildings.

One accessory building shall be allowed, which shall not exceed 24 feet in height. No accessory building may be erected in any required front yard or setback. Detached garages shall be erected no closer than five and one-half feet of any principal residence. No other separate accessory use shall be erected within ten feet of any principal residence. The exterior design, style and colors

of any accessory building on a Lot shall conform to the design, style and colors of the principal residence, and must receive prior approval of the Architectural Committee. All accessory buildings, including, but not limited to, garages and storage buildings, shall be architecturally compatible with the principal residence.

Section 9. Setback Requirements.

All Improvements shall have a minimum of a 25-foot setback from all irrigation ditches, not within the boundary of the Property. Unless otherwise specified, the front setback for each Lot shall be 30 feet from the front Lot line, the side setback for each Lot shall be 10 feet from each side Lot line, and the rear setback for each Lot shall be 10 feet from the rear Lot line.

Section 10. Exterior Walls and Facades.

The character of the exterior of the Improvement should be kept simple in order to harmonize and compliment the surrounding environment of the Lot. Natural materials and subdued colors should pre-dominate the main body of the Improvement. Exterior trim can be more colorful and contrast the main body.

A. Materials.

The exterior siding of all residences and Improvements shall consist of natural stone, rock, brick, stucco, or wood which is painted or stained. Simulated stone and new building materials that maintain the aesthetic character of the Subdivision may be considered by the Architectural Committee. No vinyl siding, cement block, panel siding similar to T1-11 siding, plywood sheet siding, or unfinished reflective siding is permitted. Any use of sheet or panel metal siding must be approved by the Architectural Committee, and shall run in a horizontal or diagonal directions, and shall be lapped. All facades of a residence or Improvement shall be made of the same materials and similarly detailed.

B. Colors.

The color palette of the body of the Improvement shall be traditional colors, including earth tones, neutral, natural wood, or muted primary colors, that harmonize and compliment the neighboring Improvements and Lots. Trim may be more colorful and contrasting in order to add visual interest. Color of homes will be determined on a case by case basis by the Architectural Committee. All exterior wood shall be painted or stained.

C. Wall Form.

No wall shall consist of single finish treatment for more than 14 horizontal feet without interruption by a wall projection or a different siding material, window, wall corner, chimney, wall recess, porch or other architectural element that adds interest.

D. Windows and Doors.

The pattern, sizing, symmetry, of windows and doors determines the scale and feel of an Improvement. Windows are key architectural element that creates interest and contrast, such that it is recommended that a significant number of windows are utilized in the design of the improvement. All windows will be double or triple glazing. Low E coatings are permitted, but no mirror glazing is allowed. The Architectural Committee will require that the following aspects be carefully addressed in the window design:

- 1) Consistency of types and shapes.
- 2) Special shapes for future windows in appropriate areas
- 3) Window patterns consistent with design of the Improvement.

#### Section 11. Foundation Design.

All Improvement foundations shall be constructed to at least 18" above the top of the curb. Basements may be constructed in areas of suitable ground water depths, but flood prevention building techniques must be used including sump pumps and approved foundation sealing.

Exposed concrete shall be limited to a maximum of 8 inches from the bottom of the siding to the finish grade. Exposures of more than 8 inches shall be covered by shrubs, masonry veneer, texture concrete surface such as exposed aggregate or synthetic stucco.

#### Section 12. Roofs.

Roofs are a major element in the design of an Improvement and therefore will be emphasized by the Architectural Committee. Roof designs should complement the mountain foothills with the goal of bringing continuity to the Subdivision. Consideration should be given to the prevention of excess snow build-up, ice damming and snow shedding.

##### A. Designs.

Designs of roofs used in a creative and aesthetically pleasing combinations as well as pitches of the indigenous buildings found around the City of Laurel are recommended. Secondary roofs forms are also highly recommended in roof designs for the Subdivision, as they are useful in giving proper scale to larger roof masses.

##### B. Pitches.

The minimum roof pitch is 6:12 for major components of any roof. Secondary roof forms may have varying roof pitches, but no roof component shall have a pitch less than 4:12. Should a lower or higher roof pitch be desired by an Owner, the Owner may seek a variance from the Architectural Committee so long as such pitch is appropriate for the design of the improvement and does not compromise the integrity of the Subdivision.

##### C. Secondary Roof Structures.

Dormers, skylights, chimneys, and solar collectors are considered secondary roof structures.



Dormers and other secondary roof structures are encouraged to give scale to the main roof and also create habitable space within the roof. When designing the location of the skylights, consideration should be given to both the interior and exterior of the Improvement. Locations should also be coordinated with window and door locations. Skylights shall be flat and not bubbled, and located away from valleys, ridges, and other areas where drifting snow and snow ice may hinder the performance and safety of the Improvement. Any use of solar panels or collectors must first be approved by the Architectural Committee. Any approved solar panels or collectors shall be inconspicuously located, and shall be integrated into the overall roof design, parallel with the slope of the roof or wall of the Improvement, and are not to be on any roof parallel to the street.

D. Entry Definition, Overhangs and Fascia.

Caution should be used when designing entry definition, overhangs and fascia to minimize snow shedding towards walkways, driveways, porches, decks, balconies, or any other place a person may be injured by sliding ice. Entrances should be expressed with a gable or shed roof and protected with adequate overhangs. All overhangs shall be at least two feet in length. Fascia materials shall be built-up. Substantial trim elements, such as built-up, double fascia's of 12 inches overall dimension, are preferred. All eaves and soffits shall be designed so as not to allow embers to be caught or trapped in the event of a fire.

E. Materials.

Roof materials shall be constructed of fire-resistant materials carrying a class A rating. The following are the only acceptable roof materials: Class A synthetic shakes or shingles; Class A wood or Cedar shakes; Natural and synthetic slate tiles; Standing ridge metal roofing; or other similar materials allowed by the Architectural Committee.

E. Gutters Down Spouts and Flashing.

Gutters and down spouts are allowed but they must be of a color and finish that matches the Improvement or trim. The down spouts must be a part of the initial design of the Improvement reviewed by the Committee. Unpainted gutters down spouts and flashing shall not be allowed.

F. Roof Equipment.

All roof mounted equipment shall be integrated into the overall roof design and screened. All sewer, bath fan, hot water heater, wood or gas stove, or other roof venting stacks shall be painted a color as similar as possible to the roof material color.

G. Chimneys.

Chimneys may exit the sides of residences or Improvements as well as the roof of the residence or Improvement. It is strongly encouraged that chimneys emerge from the highest roof volume. When part of an exterior wall, chimneys may be used as an accent form to break up the mass of the wall. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top. Chimneys shall be of a material

that compliments the other exterior finishes, and may include brick, natural stone, stucco, or wood framing when the finished wood material is the same as the siding.

Section 13. Decks, Balconies, and Porches.

Decks, balconies and porches, are to be used to accentuate the architecture of the Improvement and create interest and variations in the Improvement. Articulation of indoor, outdoor shared space with thought of the transition between the two is encouraged. Multiple elevations and combinations of covered decks, projecting balconies and bay windows shall be encouraged.

Section 14. Garages.

Each single-family residence is required to have a minimum of an attached or detached 2 car garage. With sectional roll up doors. If the garage is unattached, Owners are encouraged to design a walking space between the residence and the garage. The detached garage must adhere to the same Architectural Guidelines as the residential improvement, must compliment the residential improvement and be proposed to the Committee for review at the same time as the residential improvement. There will be no long term storage of cars or other vehicles outside the garage.

Section 15. Energy Considerations.

All Improvements shall be designed so that the primary source of heat is natural gas or electricity. The use of wood, wood bi-products or coal burning appliances as the major heat source is prohibited. All wood burning devices except fireplaces shall be fitted with catalytic converters.

Section 16. Exterior Lighting.

All exterior residential lighting must be free of glare and shall be fully shielded or shall be indirect lighting. All exterior residential lighting on all Lots must be incandescent and limited to a maximum of 60-watt incandescent bulbs, and shall be of such focus and intensity so as to not cause disturbance to adjacent Lots. No direct lighting shall shine beyond the Lot line of any parcel. No exposed bulbs, mercury vapor or high-pressure sodium lights are permitted.

Decorative fixtures, or recessed or canned lighting is encouraged for porches, main entrances and other exterior applications to achieve softer, non-glare, lighting effects. All residential lighting shall comply with the Zoning Regulations and City of Laurel lighting requirements.

Recessed or can lighting is encouraged for porches and main entrances for softer lighting effects. Clear glass fixtures (i.e. coach lantern style) are prohibited. Honey glass or amber glass panels are encouraged as an alternate.

Obtrusive flood lighting and front yard landscape/pathway lighting, and clear glass or exposed bulb (non-cutoff) fixtures are prohibited. Yard and walkway lighting shall be compatible with the scale and architectural design of the main residence.

All exterior lighting and exterior lighting changes shall be approved by the Committee.

For the purposes of this paragraph, the following definitions shall apply:

Fully Shielded lights: Outdoor residential light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by photometric testing.

Indirect Light: Direct light that has been reflected or has scattered off of other surfaces.

Glare: Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see.

Section 17. Parking

All parking shall be off-street. A minimum of two off-street parking spaces shall be provided for each residence.

Section 18. Signage.

Signs shall be limited to identification signs, real estate sale signs and street signs, no larger than six square feet, the design and location of which must be approved of by the Committee.

Section 19. Zoning.

All zoning, land use regulations and all other laws, rules and regulations of any government or agency under whose jurisdiction the property and Lots lies are considered to be part of these Covenants and enforceable hereunder; and all of the Owners of said Lots and properties shall be bound by such laws, rules and regulations.

In the event there is a conflict between the Covenants and the applicable zoning, the most restrictive provision of either the Covenants or the zoning shall control.

Section 20. Easements.

There are reserved, as shown in the plat and as may otherwise be reserved by the Declarant, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power. Landscaping elements and other items allowed by the Covenants and approved of by the Committee may be placed along as long as the intended use of such easements are not prevented.'

**II. LANDSCAPE DESIGN GUIDELINES**

Section 1. Driveways.

All driveways and parking areas shall be surfaced with concrete, and in no case be located closer than five (5) feet to adjacent Lot lines. No Lot Owner shall fill or obstruct the natural flow of any borrow ditch, drainage swale, or culverts.

Section 2. Fences.

No fences shall be permitted on Lots, unless otherwise provided herein. Temporary fences for the protection of plantings, as identified above, may be permitted.

Section 3. Antennas and Satellite Dishes.

No external television, radio antennas, or large satellite dishes shall be permitted. Smaller satellite dishes of the latest technology (not exceeding two feet in diameter) will be allowed. All satellite dishes shall be inconspicuously located, and screened from neighboring and street views.

Section 4. Utilities.

All utilities, including but not limited to natural gas, electricity, telephone, and cable television, shall be located underground.

Section 5. Landscaping and Irrigation.

Each Lot Owner shall submit a Landscape Plan, including plant and tree listings and their respective locations, and an irrigation plan to the Architectural Committee for review and approval. Each Lot owner will be required to meet minimum landscape requirements consistent with the overall plan for the Subdivision. Landscaping will be required for the area around the residence and Improvements. Landscape, grading and irrigation plans shall be submitted and approved by the Committee concurrently with the plans for the residence.

Owners are required to maintain the landscaping on their Lots in a manner that does not detract from the appearance and value of the adjoining Lots or the aesthetics of the Subdivision. Landscape maintenance will be enforced by the Association as provided in these Covenants.

Section 6. Trees.

All Lot owners shall plant a minimum of trees and shrubs to enhance the aesthetic features of their Lot. Trees are encouraged to be planted in clusters rather than at regular intervals around the Lots. Shrubs and flowers may be used to provide a transition from the tree clusters to the lawn surfaces.

All trees must be planted a minimum of 8 feet from the Lot line when adjacent to a neighbor, and may not be planted in the utility easements. It is the responsibility of the Owner to contact the appropriate utility companies before digging.

When selecting trees, it is the responsibility of the Lot Owner to check the appropriateness of that species with specific site conditions. Deciduous trees are encouraged to be placed on the southern and western during the winter months. Deciduous trees must be planted a minimum of 20 feet from the eaves. Planting beds and any bedding around tree base areas shall be mulch or earth tone stone (not white).

**Section 7.** Weeds.

The Association shall provide a Yellowstone County approved weed control plan, which both the Association and the Owners shall comply with the terms and conditions of such plan. Both improved and unimproved Lots shall be kept free of weeds. The Owner of each Lot shall control the weeds and all noxious plants on the Owner's Lot; provided, however, that the Owner shall not use spray or killing materials in such a way as to be harmful to humans or animals or to the neighboring or common area vegetation.

In the event an Owner shall not control the weeds and noxious plants on their Lot, the Association, after ten days written notice to a Lot Owner to control the same, may cause the weeds or noxious plants to be controlled, and may assess the Lot Owner for the costs thereof, as set forth in these Covenants.

**ARTICLE VII – MAINTENANCE**

**Section 1.** Each Owner, at Owner's expense, shall be responsible for the maintenance and repair of the Owner's Lot, including, but not limited to, the driveway, parking area, walkways and landscaping.

**Section 2.** The Association shall be responsible for the maintenance, repair and replacement of the Utility Lot and any other common areas, including, but not limited to the storm drain system, culverts, outfall and ditch. Should any maintenance, repairs or replacement of items within the Utility Lot or any other common areas be the result of damages caused by a Lot Owner, guest or invitee, said Lot Owner shall be responsible for the costs incurred by the Association for any maintenance, repairs or replacements resulting from such damage, and, if the Lot Owner fails to promptly pay for such costs after receiving written notice thereof, may be assessed for such costs or may have a lien place against the Owner's Lot by the Association to secure repayment of the costs.

**ARTICLE VIII – MISCELLANEOUS**

**Section 1.** Aggregation or Division of Lots.

There shall be no further division of any Lot. An Owner may aggregate two Lots so long as the Owner obtains prior written approval of Board and City of Laurel for the aggregation and files, at the Owner's expense, any necessary amended plat or other documentation as required by City of Laurel to aggregate the Lots. Once aggregated, the Lots shall be treated as a single family Lot such that only one main residence and one accessory building may be constructed on the Lot, however, the Association may still collect assessments for two Lots.

Section 2. Proposed Stormwater Pond

The Owner of a Lot shall at all times conduct its use and activities in a manner that will preserve the integrity of the proposed channels within the Utility Lot and overflow channel easement, including, but not limited to, the prevention of any degradation of water quality, any reduction or increase in the flow of said proposed channel, any damage to the channel or proposed stormwater pond. The Owner shall not conduct or permit – the discharge of any liquid, solid, gas or refuse of any kind into the proposed channel or stormwater pond. The Board shall adopt rules and regulations for the use of the proposed stormwater pond, such that the proposed stormwater pond may only be used in a manner consistent with said rules and regulations. The stormwater retention pond shall only be used for its intended functional purpose.

Section 3. Rental of Residences.

Should an Owner rent the Owner's residence to any third party, the Owner shall provide the tenant a copy of these Covenants and any rules and regulations adopted by the Board, and said Tenant shall comply with the terms of these Covenants and all rules and regulations. The Owner shall be responsible for the tenant's compliance with the terms of these Covenants and all rules and regulations and shall be liable for the tenant's violation of the terms of these Covenants and any rule or regulation, and fines or damages related to the tenant's violation.

Section 4. Nuisance.

No Owner, guest or invitee may use or occupy a Lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other Owner, guest or invitee of the Subdivision. Violations shall be enforced by the Board as provided for in these Covenants, including, but not limited to the levying of a fine and seeking compensation from such Owner, guest or invitee.

Section 5. Home Occupations.

Home occupations or professions may be conducted upon the Lot or within the residence by the Owner or occupant of the residence, provided that there are no employees on the premises, and there is no advertising of any product, work for sale, or service provided to the public upon such Lot or in the residence. No advertising or directory signs relating to the home occupation shall be allowed. No child care centers shall be allowed. All such home occupations or professions must comply with the requirements of the City of Laurel regarding such activities, and all required licenses must be obtained prior to commencing such activities.

**ARTICLE IX – COUNTY REQUIRE COVENANTS**

The Covenants included in this Article may not be repealed or amended without prior written consent of the City of Laurel.

## ARTICLE X - TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

### Section 1. Binding Effect and Amendment.

The provisions of these Covenants shall be continuous and binding unless terminated. For an initial term of twenty-five (25) years from the date of these Covenants, or until 85% of the Lots in the Subdivision have been sold, these Covenants may be modified, altered or amended only with the Declarant's consent. After the initial twenty-five (25) year period, or after 85% of the Lots in the Subdivision have been sold, whichever first occurs, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, upon approval of 75% of the votes of the Members of the Association at a meeting duly noticed and called for that purpose.

Any covenant required as a condition of the approval of the Subdivision shall not be altered or amended without the agreement of City of Laurel. Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Yellowstone County Clerk and Recorder. The President or Vice-President shall execute and record the amendment, change or addition with the Clerk and Recorder of Yellowstone County, Montana. Any change in these Covenants shall not affect existing Improvements and uses of the Lots.

### Section 2. Enforcement.

Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons, Owner or Owners, violating, or attempting to violate, any Covenant and any such legal proceedings may be to restrain violation of these Covenants, to recover damages, or both. Furthermore, the City of Laurel may be party to and be able to, if it so elects, enforce any provisions in these Covenants that pertains to the maintenance of Utility Lot, the control of storm water and the maintenance of streets.

Should any lawsuit or other legal proceeding be instituted by the Association, an Owner, City of Laurel, or Yellowstone County against any person or Lot Owner alleged to have violated one or more of the provisions of these Covenants, the prevailing party shall be entitled to recover the costs of such proceeding, including reasonable attorney's fees associated with the action, as may be ordered by the court.

### Section 3. Non-waiver.

The failure of Declarant, the Association, an Owner, City of Laurel, or Yellowstone County to enforce any Covenant or restriction contained herein shall not be deemed a waiver, or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver of, or approval of a variance of a Covenant provision by the Board of Directors, or non-action of the Association or Declarant in the event of a violation of a Covenant by a

particular Owner or Lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other Owners or Lots.

Section 4.

Every Owner by paying assessments related thereto shall be responsible for and share in the cost of maintaining the Utility lot, proposed channels, and proposed stormwater pond and any assessments related thereto.

Section 5. Invalidation of any one of these Covenants by statute, judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 6. In any conveyance of the above described Property or of any Lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the Property or Lot is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described Property and Lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

DRAFT



IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DECLARANT:

Western Holdings Company, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MONTANA     )  
  : ss  
County of Yellowstone    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ (name) , known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that they he/she is the \_\_\_\_\_ (capacity) of Western Holdings Company, LLC and executed the same.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

Printed Name \_\_\_\_\_

*Affix seal to the left*

**EXHIBIT A**

**See the attached legal description**

*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

**File Attachments for Item:**

27. Resolution No. R21-101: A Resolution To Approve The Preliminary Plat Of Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel Subject To Conditions

**RESOLUTION NO. R21-101**

**A RESOLUTION TO APPROVE THE PRELIMINARY PLAT OF CHERRY HILLS  
SUBDIVISION, THIRD FILING, AN ADDITION TO THE CITY OF LAUREL  
SUBJECT TO CONDITIONS**

WHEREAS, an application has been made to the City of Laurel for approval of the preliminary plat of Cherry Hills Subdivision, Third Filing, An Addition to the City of Laurel; and

WHEREAS, the Laurel-Yellowstone City-County Planning Board, as required by Laurel's Subdivision Regulations for subdivision and annexation review, conducted a duly advertised public hearing on August 18, 2021 at which no opposition was heard; and

WHEREAS, the Laurel-Yellowstone City-County Planning Board has recommended approval of the Preliminary Plat subject to sixteen conditions to the City Council as contained in the attached Staff Report dated August 25, 2021; and

WHEREAS, the City Council held a duly noticed public hearing regarding the preliminary plat application on September 14, 2021 where both proponents and opponents were provided an opportunity to provide testimony and/or evidence for the record; and

WHEREAS, based on the public hearing and all evidence presented and existing in the City File, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, that the application for preliminary plat should be approved subject to the conditions recommended by the Planning Board.

NOW THEREFORE BE IT RESOLVED, the City Council hereby approves the preliminary plat for Cherry Hills Subdivision, Third Filing, An Addition to the City of Laurel, subject to the fifteen conditions contained in the Staff Report dated August 25, 2021, which is attached hereto and incorporated herein as part of this resolution.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this 14<sup>th</sup> day of September 2021.

APPROVED BY THE MAYOR this 14<sup>th</sup> day of September 2021.

CITY OF LAUREL:

\_\_\_\_\_  
Thomas A. Nelson, Mayor

ATTEST:

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Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

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Sam Painter, Civil City Attorney

**File Attachments for Item:**

28. Resolution No. R21-102: A Resolution Of The City Council Granting A Variance From Certain Sections Of Chapter 17 Of The City's Sign Code For The Property Located At 202 SE 4th Street To Allow The Removal And Replacement Of A Freestanding Pole Sign With An Electronic Controlled Sign Which Is Currently Prohibited.

**RESOLUTION NO. R21-102**

**A RESOLUTION OF THE CITY COUNCIL GRANTING A VARIANCE FROM CERTAIN SECTIONS OF CHAPTER 17 OF THE CITY'S SIGN CODE FOR THE PROPERTY LOCATED AT 202 SE 4<sup>TH</sup> STREET TO ALLOW THE REMOVAL AND REPLACEMENT OF A FREESTANDING POLE SIGN WITH AN ELECTRONIC CONTROLLED SIGN WHICH IS CURRENTLY PROHIBITED.**

WHEREAS, the property located at 202 SE 4<sup>th</sup> Street is currently governed by the City of Laurel's Zoning regulations located at LMC Chapter 17 and the business located at such address is a longstanding car sales and service business;

WHEREAS, the prior property owner had constructed two free standing signs on the property consisting of one non-animated pole sign on the North West corner of the property, and one digital electronic sign on the South East corner of the property; and

WHEREAS the City's Sign Code restricts properties to one sign per parcel of record with 1000 feet between signs with such signs limited to one hundred sixty square feet of copy area. Furthermore, pictographic changeable signs are restricted to still frames which may change not less than every sixty seconds; and

WHEREAS, the property owner seeks variances to allow him/her to maintain the two signs on the property consisting of the existing non-animated pole sign on the North West corner of the property, and the existing digital electronic sign on the South East corner of the property; and

WHEREAS, the property owner would require variances from LMC 17.26.052.A2 and 17.42.050 and 17.42.052 which restrict the current number, size and types of sign on the property; and

WHEREAS, the City County Planning Board held a public hearing on the requested variances on August 18, 2021 after proper notification was sent to all property owners within 300 feet of the subject property as well as published notice in the Laurel Outlook pursuant to Montana law, the applicant and public were allowed to submit comments into the record during the public hearing; and

WHEREAS, after the hearing concluded, the City County Planning Board recommended City Council approval of the variances to the LMC subject to the conditions recommended by Staff; and

WHEREAS, the City Council held a duly noticed and advertised public hearing on the variance requests on September 14, 2021; and

WHEREAS, the City Council provided opportunity for testimony, comments and evidence from both proponents and opponents, and based upon the materials provided in the Planning Board File including but not limited to the Application, Staff Report, and Meeting Minutes, the City Council determined the variances should be approved with conditions; and

WHEREAS, the City Council of the City of Laurel hereby finds it is in the best interests of the residents of the City of Laurel to allow the variances since:

1. granting the variance in this case relates only to a special condition that is specific to the applicant;

2. the current hardship was not created by the applicant;
3. the variance requested appears to be within the spirit, intent and purpose of the zoning regulations; and
4. granting the variance will not injure or result in an injustice to others.

NOW THEREFORE, BE IT RESOLVED that the property owner's request for variances from LMC 17.26.052.A2 and 17.42.050 and 17.42.052 15.40.050 are hereby approved subject to the following conditions:

1. Any future alteration of the electronic pictographic changeable copy sign shall be reviewed and approved by the City.
2. The new digital sign shall only display still framed images and text. No video or motion shall be displayed. Still displays shall not change less than every 30 seconds.
3. The variances shall only apply to the sign and location identified in the application. Any alteration will be considered a zoning violation.
4. The approved variances apply to the respective signs in their respective locations.
5. Any alteration to the electronic pictographic changeable copy sign without City approval shall be considered a violation of the Laurel Municipal Code.
6. The owner of the property shall work with groups to advertise and/or announce events within the community. A percentage of time for use by local groups is desired.

BE IT FURTHER RESOLVED, the City Council hereby adopts all documents and evidence contained in the City County Planning Board File to support the findings and decision reached herein.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this 14<sup>th</sup> day of September 2021.

APPROVED BY THE MAYOR this 14<sup>th</sup> day of September 2021.

CITY OF LAUREL:

\_\_\_\_\_  
Thomas A. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney





## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT

TO: Laurel City-County Planning Board  
FROM: Nicholas Altonaga, Planning Director  
RE: 202 SE 4<sup>th</sup> Street - Laurel Chevrolet Sign Variances  
DATE: August 25, 2021

#### DESCRIPTION OF REQUEST

Ken Fichtner of Laurel Chevrolet submitted a request for variances to the Laurel Municipal Code for the property at 202 SE 4<sup>th</sup> Street. These include requests for variances for having multiple principal signs on a parcel, sign size, and sign type (pictographic changeable copy signs).

Laurel Chevrolet was recently sold to a new owner who has worked to clean up some of the issues of the previous owner. Laurel Chevrolet previously applied for and was granted a permit to relocate the “Chevrolet” branded sign to their property with the stated condition that a variance would be applied for to clear up the three issues now under review.

Ken Fichtner has provided a variance application packet containing all the necessary items. Approval of the variances for multiple signs, sign size, and sign type are required for the continued operation of the electronic pictographic changeable copy sign.

Owner: SPARTAN LAUREL 2 REAL ESTATE LLC  
Legal Description: HAGEMAN SUBD 3RD FILING, S16, T02 S, R24 E, BLOCK 11A, Lot 1A1, AMD (12)  
Address: 202 SE 4<sup>th</sup> Street  
Parcel Size: 3.093 acres  
Existing Land Use: Automobile sales  
Existing Zoning: Highway Commercial, Community Entryway Zoning District

#### BACKGROUND AND PROCEDURAL HISTORY

- July 30, 2020 – Planning Director Met with Applicant Ken Fichtner to discuss the signage situation and proposed plans to relocate “Chevrolet” Sign back to property from off-site and the impact it would have.

- July 19, 2021 – Planning Director met with Ken Fichtner to discuss the Variance application and the process for Planning Board and City Council.
- The Variance application was submitted on July 22, 2021.
- Planning Board held a public hearing on the Variance application on August 18, 2021. Planning Board voted to recommend approval of the Sign variance with the conditions stated in this report.
- City Council has scheduled a public hearing on the variance application at the meeting on September 14, 2021.
- City Council shall receive public comment and approve, approve with conditions, or deny the variance request at the meeting on September 14, 2021.

## STAFF FINDINGS

Three variances are required to continue the operation of the pictographic changeable copy sign currently on the Laurel Chevrolet property. The variances are for LMC 17.26.052.A.2 and for LMC 17.42.050 – Table. These two sections of code are provided below.

LMC 17.26 – Community Entryway Zoning District, provides requirements for properties within the zoning district on height and size. 17.26.052 – Development Standards, Part A includes:

- **2. Only one sign is allowed per parcel of record and there shall be at least one thousand feet between signs.**
- **4. Signs shall be limited to one hundred sixty square feet in copy area.**

The table in 17.42.050 states the signs which are **Not Allowable** within the CEZD. Prohibited signs include but are not limited to:

- Animated Sign (Including Flashing, Blinking, Scrolling)
- **Pictographic Changeable Copy Signs which depict only still frames and change not less than 60 seconds**
- Pictographic Changeable Copy Signs which depict motion, flashing and blinking of any kind
- Off Premise Sign

The Planning Director has provided his direct findings on the items presented in LMC 17.60.020 – Land Use Variances Issuance and Denial – Determination Procedure.

1. Unless the denial would constitute an unnecessary and unjust invasion of the right of property;
  - The construction of the current Electronic sign was done in violation of a previous Variance application by the former owner of the property.
  - Prohibit
2. Unless the grant relates to a condition or situation special and peculiar to the applicant;

- The situation is not peculiar to the applicant, as new owners/managers obtaining properties that are out-of-compliance is common.
  - The level of mishandling by the previous owner should be noted, as there were many issues with the processing of the original sign variance, as well as the subsequent construction of the electronic sign and multiple dealings with the City.
3. Unless the basis is something more than a mere financial loss to the owner;
- The electronic pictographic changeable copy sign is seen by the owner as a community asset.
  - The applicant has stated his goal to utilize the electronic sign to announce news and information about Laurel and local events taking place.
4. Unless the hardship was created by someone other than the owner;
- The current use of the electronic pictographic changeable copy sign that is oriented for highway traffic was installed against the official decision of the Laurel City Council. A variance was applied for that requested that the Rimrock Chevrolet be allowed to install this sign, as it was not allowable under the zoning at the time. On May 5, 2015, the City Council held a public hearing and subsequently voted 6-1 against the "...granting of a variance form Chapter 15.40 of the City's Sign Code for the property located at 202 SE 4th Street to allow the removal and replacement of a freestanding pole sign with an animated sign which is currently prohibited."
  - A building permit was subsequently applied for and granted by the Building Official at that time. This building permit should not have been approved and was updated with stipulations in 2016 and the property was given a notice of violation in 2017 regarding its animation. This sign does not count as pre-existing non-conforming as it was deemed to not be allowed by City Council through the variance process.
  - I have attached both the meeting minutes in which the variance was discussed and the two notices discussing the issues with the electronic sign.
5. Unless the variance would be within the spirit, intent, purpose and general plan of this title;
- The Applicant has a proven, positive history with the Laurel community.
  - Laurel Chevrolet has been a good partner and community asset to the people of Laurel for many years.
  - The applicant has stated their desire to use the sign for displaying community news, information and other announcements by civic and local groups.
6. Unless the variance would not affect adversely or injure or result in injustice to others; and
- The sign was erected in 2016 and has operated since that time.
  - The sign has not caused any noticeable community concern or issues.
  - Granting of a variance would make official the status quo of sign operations.
7. Ordinarily unless the applicant owned the property prior to the enactment of this title or amendment.
- The applicant was the previous owner of the property prior to the 2015 variance process and eventual sign construction.
  - The applicant seeks to make right some of the existing issues with the property to ensure compliance with the City.

17.60.020 - Land use variances issuance and denial—Determination procedure.

- A. It shall be the duty of the zoning commission to authorize, upon appeal in specific cases, such land use variances from the terms of the zoning ordinances as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinances or regulations will result in unnecessary hardship, and so that the spirit of the ordinances shall be observed and substantial justice done. The zoning commission shall, after a public hearing, make a recommendation to the mayor and council concerning the land use variance application.
- B. The zoning commission shall not recommend that land use variances be granted:
  - 1. Unless the denial would constitute an unnecessary and unjust invasion of the right of property;
  - 2. Unless the grant relates to a condition or situation special and peculiar to the applicant;
  - 3. Unless the basis is something more than a mere financial loss to the owner;
  - 4. Unless the hardship was created by someone other than the owner;
  - 5. Unless the variance would be within the spirit, intent, purpose and general plan of this title;
  - 6. Unless the variance would not affect adversely or injure or result in injustice to others; and
  - 7. Ordinarily unless the applicant owned the property prior to the enactment of this title or amendment.

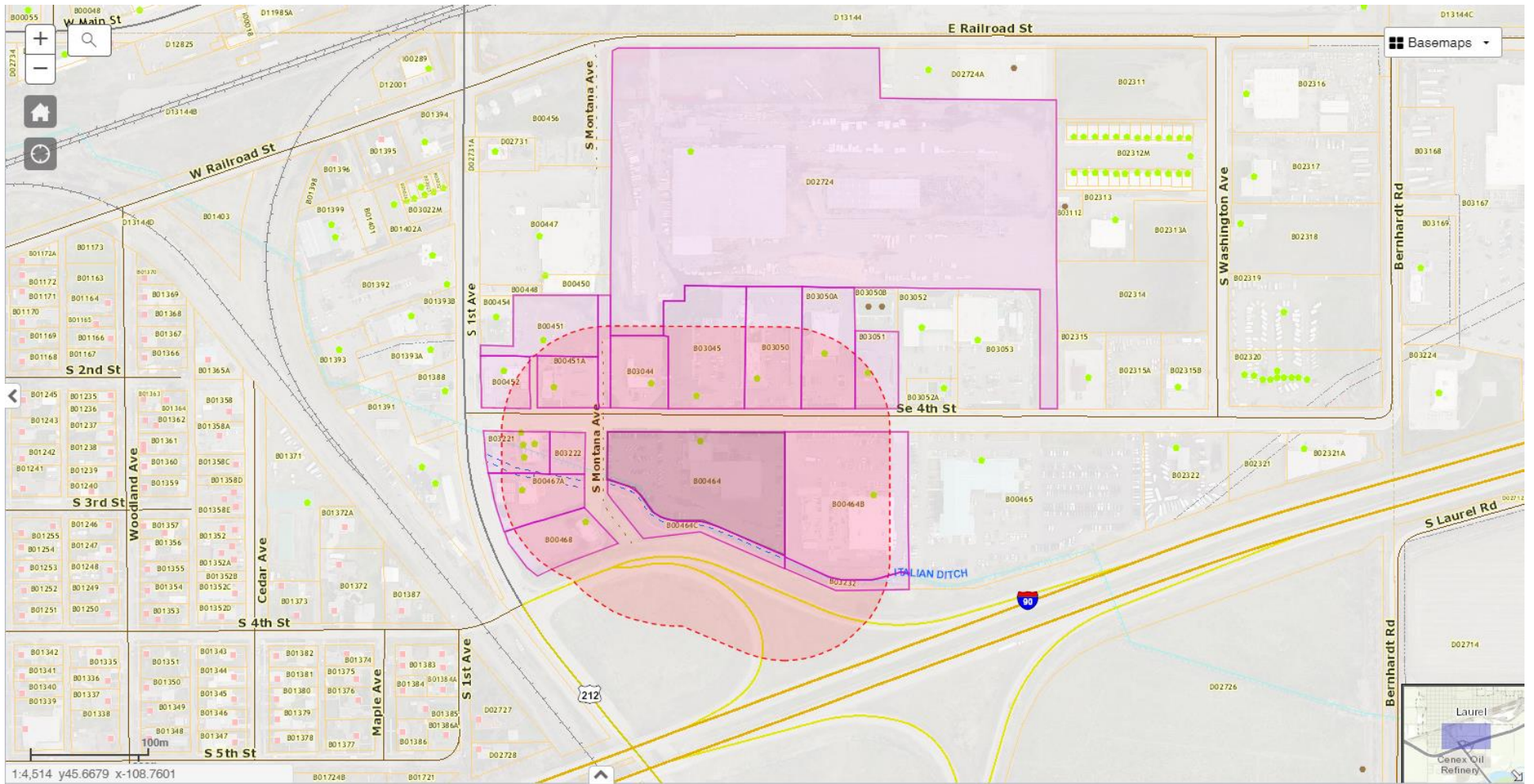
RECOMMENDATIONS

The Planning Director recommends that the Planning Board approve the variance requests with the following conditions of approval. These conditions may be amended, added to, or removed as the Planning Board sees fit.

- 1. Any future alteration of the Electronic pictographic changeable copy sign shall be reviewed and approved by the City.
- 2. The new digital sign shall only display still framed images and text. No video or motion shall be displayed. Still displays shall not change less than every 30 seconds, as per Planning Board discussion.
- 3. The variance shall only apply to the sign and location identified in the application. Any alteration will be considered a zoning violation.
- 4. The variance approval shall only apply to the sign in its current identified location.
- 5. Any alteration to the electronic pictographic changeable copy sign done without City approval shall be considered a violation of the Laurel Municipal Code.
- 6. The owner of the property shall work with local groups to advertise and/or announce events within the community. A percentage of time should be decided upon for use by local groups.

## ATTACHMENTS

1. Variance Justification Letter
2. Variance Application Form
3. 202 SE 4<sup>th</sup> Street Site Plan
4. Electronic Sign specifications
5. Adjacent property owners list (300ft radius)
6. Adjacent property owners map (300ft)
7. LMC 17.26 – Community Entryway Zoning District
8. LMC 17.42 – Sign Code
9. May 5, 2015, Laurel City Council Meeting Minutes
10. 202 SE 4<sup>th</sup> Street Notices of Violation (2016 and 2017)



**CITY HALL**  
115 W. 1<sup>ST</sup> 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 Code Enforcement  
Officer

February 6, 2017

Steve Zabawa  
Rimrock Chevrolet  
202 SE 4<sup>th</sup> Street  
Laurel, MT 59044

Re: Sign

Dear Mr. Zabawa,

It has come to our attention that the sign on the south edge of Rimrock Chevrolet here in Laurel as approved per Permit No. 0217 issued December 21, 2015 and supplemented by a letter of January 4, 2016 appears to be in violation of the conditions set forth for that sign.

The letter of January 4, 2016, issued by Noel Eaton and Gary Colley, specified that the display is limited exclusively to still images and lettering only. Images cannot change more than once in 60 seconds. Any use of the sign that depicts motion will be considered a zoning violation.

It has observed by our staff that the sign in question has been exhibiting a message for less than 60 seconds before rotating between messages.

Kindly limit the usage of the sign and messages to those conditions set forth in the letter of January 4, 2016.

If you have any questions, comments or concerns please feel free to contact Noel Eaton or myself at 628-4796.

Sincerely,

Keith Kolstad  
Code Enforcement Officer

CITY HALL  
115 W. 1<sup>ST</sup> ST.  
PLANNING: 628-4796  
WATER OFC.: 628-7431  
COURT: 628-1964  
FAX 628-2241

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



January 4, 2016

Steve Zabawa  
Rimrock Chevrolet  
202 SE 4<sup>th</sup> St.  
Laurel, MT 59044

Re: **Amended Building Permit**

Dear Mr. Zabawa,

Please be advised the building permit issued for the construction of the new sign was issued in error. Specifically, the Permit did not contain the permit conditions contained herein. Please be advised that the conditions listed below were fully discussed with Tim Thelen of Epcon Sign Co. on December 19 and as a result the City is imposing no new conditions on the permit.

Accordingly, please be advised Permit No. 0217 issued on December 21, 2015 is amended as follows:

As stated on the permit under Special Conditions, "the sign will not be illuminated until others are removed," remains in effect. Further the Building Permit No.0217 shall include the following conditions:

- Sign must be positioned perpendicular to the interstate.
- The leading edge of the sign must be 10 feet from property line.
- Stamped engineering required for 90mph wind gusts of 3seconds for load capability of base and sign.
- Display is limited exclusively to still images and lettering only. Images cannot change more than once in 60 seconds. Any use of the sign that depicts motion will be considered a zoning violation.
- The sign may only advertise on premise activities.
- The sign must be constructed in accordance with the plans submitted with the building permit application. Any deviation or change is not permitted
- If the sign is relocated, a new permit must be obtained.
- The existing free standing pole signs along SE 4<sup>th</sup> Street must be removed within 30 days of the date this permit amendment is issued.
- All existing sign violations must be addressed prior to sign illumination (flag signs along SE 4th Street, temporary sign along SE 4<sup>th</sup> street).



For your information, the City is issuing an "Amended Building Permit No.0217" that will include the above conditions. Be advised any deviation from the conditions of approval will result in a notice of violation. Thank you for your attention to this matter.

Sincerely,

Gary Colley  
Building Official

Noel Eaton  
City Planner

# MINUTES OF THE CITY COUNCIL OF LAUREL

May 5, 2015

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Mark Mace at 6:30 p.m. on May 5, 2015.

COUNCIL MEMBERS PRESENT:           Emelie Eaton           Doug Poehls  
  Bruce McGee           Richard Herr  
  Chuck Dickerson  
  Tom Nelson           Bill Mountsier

COUNCIL MEMBERS ABSENT:   Scot Stokes

OTHER STAFF PRESENT:                   Monica Plecker, Planning Director

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

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

## MINUTES:

Motion by Council Member Poehls to approve the minutes of the regular meeting of April 21, 2015, as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

## CORRESPONDENCE.

## COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS.

Council Member Herr stated that he has had some conversations regarding the signage issue.

## PUBLIC HEARINGS:

- **Variance request from Rimrock Chevrolet**

Mayor Mace stated that this is the time and place set for the public hearing on the variance request from Rimrock Chevrolet.

Mayor Mace opened the public hearing and asked staff to present the item prior to hearing the public comments.

Planning Director Monica Plecker explained the request for a variance for property that is located at 202 Southeast Fourth Street and is known as Rimrock Chevrolet. The variance application has two parts. The first part is to remove a second freestanding pole on their property and reconstruct it. The second part is that it be constructed with what Laurel Municipal Code defines as an animated sign.

Monica presented her staff report at last week's council workshop, but restated some of the high points. Laurel Municipal Code (LMC) 15.40.130.H states that "One on-premise, freestanding sign may be installed to a height of forty feet and may be a maximum of three hundred fifty square feet if the principal purpose of such signs is to address interstate traffic as determined by the director. The sign must be oriented perpendicularly to the interstate so the sign is visible to interstate travelers."

Monica stated that the applicant provided the signage plan, which proposes what Laurel Municipal Code defines as an animated sign. LMC 15.40.040 states that an animated sign is "any sign that uses movement or change or lighting to depict actions or create a special effect or scene." LMC 15.40.050.E states that animated signs are prohibited. The applicant submitted the sign plan showing a picture of the proposed sign and the location. The sign would be 40 feet tall by 17' 2" and would be located on the northeast corner of the property.

*M. Mace*

Monica explained that there are seven criteria that have to be met in order to grant a variance. The seven criteria were listed in the staff report and an explanation for the seven criteria was received from the applicant.

Upon staff review of the application and supplemental materials, Monica stated her recommendation that the variance be denied. Substantial evidence to support the criteria for a variance has not been presented by the applicant, in her opinion. Furthermore, the protection of entryway points into the community has always been a priority of the Planning Board and the City Council. Recently, the Planning Board and Council have taken action to protect the character of the commercial districts within the City by adopting overlay districts. An animated sign like this one proposed would be detrimental to the character of the SE 4<sup>th</sup> Street area. Furthermore, the ordinance allows for only one freestanding sign. While the two existing signs were permitted, a change in ordinance makes the property nonconforming. Nonconforming structures are permitted to continue as long as there is no change. Without the granting of this variance, the existing second sign could continue to be used. The code allows for a sign height of 40' to address interstate travelers.

Monica stated the staff suggested conditions of approval:

1. The applicant shall apply for a sign permit before constructing any new sign.
2. The Used Car sign shall be removed prior to any construction of a new sign.
3. Any alteration of the new sign shall be permitted by the City.
4. Before the construction of any sign, the applicant shall contact MDT and apply for any necessary permits that may be required as the structure is located within 600' of a controlled roadway.

Monica stated that, at last week's council workshop, there were questions about the history of the sign ordinance. She researched and found that it was a controversial issue many years ago. There were multiple public hearings with a lot of proponents and opponents, but her research did not find that animated signs were heavily discussed by any of the proponents or opponents. That does not mean that there has been lack of talking about animated signs on the record elsewhere. In 2008 and 2009, the Planning Board spent quite a bit of time discussing the importance of placing limitations onto electronic message board signs, lighting, flashing, and movement within the signs. It was clear that the Planning Board felt it needed to be heavily limited. However, no ordinance change ever came about, so the current ordinance is that the animated sign is prohibited.

Other information Monica found is the language that talks about the Entryway Zoning District. A public hearing regarding changing the Entryway Zoning District to complete the portion along the interstate that was missing will follow this public hearing. A provision in the Entryway Zoning District states that any nonconforming sign in the Entryway Zoning District has seven years to come back into conformance. There has been a lot of thought about signs in general, nonconforming signs, and how to bring signs back in. There were no ordinance changes adopted other than what is stated in the current LMC book that animated signs are prohibited.

Mayor Mace asked if there were any proponents.

Tim Thelen, the President of Epcon Sign in Billings, has been working with Mr. Zabawa on this project since he purchased Rimrock Chevrolet. They have always had the intent to try to work within the code.

Mr. Thelen directed the council to LMC 15.40.040 Definitions. "Animated sign" means any sign that uses movement or change or lighting to depict action or create a special effect or scene. "Changeable copy sign" means a sign whose informational content can be changed or altered by manual or electric or electronic means. Changeable signs include the following: Manual, electrically activated, and computer controlled variable message, which this is a computer controlled variable message sign. LMC 15.40.050 Signs prohibited states that animated signs are prohibited. He stated that there is nothing to address controlled electronic signs. LMC 15.40.120, Changeable copy states that "unless otherwise specified by this section, any sign in this chapter allowed may use manual or fixed message electronic sign. Computer controlled variable message center signs shall be permitted provided that the bottom of the reader board is ten feet above the crown of the adjacent road", which they are. Rimrock Chevrolet has two signs right now and they want to remove the smaller sign on 4<sup>th</sup> Street because it is not getting any advertising for them and they want to utilize the interstate to let people know they have a viable franchise here and are growing. Traffic warrants the sign, as the two sides of Southeast 4<sup>th</sup> Street and the interstate have over 1,500 lineal feet of frontage. Mr. Thelen stated that they are within the limits as far as the sign on the highway, as 350 feet is allowed and they are at 221 feet and a total height of 40 feet.

Mayor Mace asked if there were any proponents.

Steve Zabawa, a partner in Rimrock Chevrolet, envisioned coming to Laurel, Montana, and establishing a great quality business and expanding the parts and service and sales from what the Fichtners had built over the last thirty plus years at that location. When he drove in on the interstate to look at the project the first time, he noticed there was nothing there to see when coming down the interstate and pulling off the ramp. There is a white building with a few trucks off to the side, but people cannot tell that it is a car lot. If someone goes down the interstate and looks at Laurel Ford, there are trucks, a lot of frontage and the big Ford sign. He thought then that the thing that hurt this location for a long time was that so much traffic goes up and down the interstate to Denny Menholt Chevrolet, Hardin Chevrolet, the Ford Store, Rimrock and other stores and people do not know there is a Chevy Store right there. Steve thinks it will be a big boom for Laurel, Montana, to have a message center there to put the message out there that there is a Chevrolet dealer and that there are events happening in the community. The sign has been a big thought process of theirs since they were in the process of buying the store, as they need to get the message out on the interstate. They will be able to bring people in from Big Timber, Red Lodge, Cody, etc., to do business in Laurel, Montana. Steve stated that most people do not know there is a nice Chevy Store here and he thinks they can bring people from Billings out to Laurel to buy vehicles and parts and service and to continue to employ more people. When they started, there were 15 employees. Now they have 30 and are trying to hire ten more people. He stated that this sign is a very, very big piece of their strategy to make Rimrock Chevrolet, the Chevy Store in Laurel, as large as the Ford Store in Laurel. The Ford Store put up a new sign, redid their building, and spent a lot of money to build that business and have done a good job. As far as the reader board, Steve stated that he drove past several message boards to get here tonight. He is confused as to what an animated sign is versus a message center. Their sign is a message center and will say "Rimrock Chevrolet, come on in and buy a car here" or "Fireworks display this weekend. Come on by!" He thinks it will be a good thing to get the message out there, as right now there is no message board on the interstate for Laurel, Montana. Steve stated that he is only looking to put one sign there and taking one down, so it is a neutral event. They feel that the variance should be approved and he thinks it is a great thing for Laurel and will be awesome for Rimrock Chevrolet. He asked if there were any questions.

Mayor Mace stated that it is a public hearing so there are no questions.

Mayor Mace asked if there were any other proponents. There were none.

Mayor Mace asked if there were any opponents.

Kathy Siegrist, 1319 Shay Road, is the Chairman of the City-County Planning Board. If this application had been made a month later, the Planning Board would have reviewed it first. The council is in the process of approving the Southeast 4<sup>th</sup> Street Overlay District and the expansion of the Entryway Zoning District, both of which have increasingly stringent sign limitations over the Laurel Code. Kathy is not clear on the difference between a regular reader board and an animated sign. She has not seen the application for their variance request, but if Monica's recommendation is that it does not meet the seven criteria, she is very respectful of Monica's opinion on that. She does not think that any of Rimrock's dealerships in Billings and Denny Menholt Chevrolet have an interstate presence. Kathy stated that various people have put a lot of effort into trying to give Laurel its own identity. The Growth Management Plan talks about maintaining a sense of place and ensuring that small town characteristics are reinforced. She does not feel that a sign of this nature is necessarily going in that direction. On a personal level, she was on the interstate during last month's sandstorm and she does not particularly want the driver behind her looking at something interesting 40 feet in the air when she is hitting her brakes.

Mayor Mace asked if there were any opponents.

Judy Goldsby, 2741 Alpine View Drive, serves on the City-County Board, is currently the Chairman of the Laurel Urban Renewal Agency, and serves on other organizations. They have been working very hard with staff, who have done a commendable job, on submitting the things they feel are in the best interest of the community. With that respect, she is opposed to it, but more so she is opposed to its presence on the interstate. She has looked into some studies of the Billboard Safety Research Committee. They have proven, by virtue of these studies, that placing these signs along a busy interstate, especially on an off ramp, is very much a hazard. She stated that we do not need any more hazards on our off ramps or freeways, so she is opposed.

Mayor Mace asked if there were any opponents. There were none.

Since there was no further public comment, Mayor Mace asked the staff to respond to any relevant questions.

Monica stated that interpretation of changeable copy versus animated signs came up during one of the presentations. She recently had a conversation about this with the Building Official, Gary Colley. The code used to be written so that signs were approved under the Public Works Department, but a restructuring placed Building and Code Enforcement under the Planning Department. She was talking with Gary because he had permitted two of the signs in town, one at Reese and Ray's and one at the Cedar Ridge Casino Cenex. Gary informed her that he had been notified that he was misinterpreting the code that changeable copy was related to fixed signs with no motion or movement in them, as opposed to the potential movement, whereas animated allows flashing movement, change of scene, etc., within the sign. He remembers having discussion previously about his misinterpretation permitted two signs, one in 2005 and one in 2007. Monica stated that she wanted to clarify the matter between the interpretation of changeable copy being fixed versus animated allowing movement and change of scene.

Mayor Mace closed the public hearing.

- **Ordinance No. O15-03: Entryway Zoning District** (First reading – April 21, 2015)

Mayor Mace stated that this is the time and place set for the public hearing on the City of Laurel's Ordinance No. O15-03.

Mayor Mace opened the public hearing and asked staff to present the item prior to hearing the public comments.

Planning Director Monica Plecker explained that the ordinance will expand the Entryway Zoning District. A map shows where the current Entryway Zoning District begins and ends and where there is a considerable gap between the east and west portion of the main interchange coming into Laurel. This is the official public hearing for that matter. The Planning Board unanimously recommended approval of changing the boundaries of the Entryway Zoning District.

Mayor Mace asked three times if there were any proponents. There were none.

Mayor Mace asked three times if there were any opponents. There were none.

Mayor Mace closed the public hearing.

- **Ordinance No. O15-04: SE 4<sup>th</sup> Street Overlay District** (First reading – April 21, 2015)

Mayor Mace stated that this is the time and place set for the public hearing on the City of Laurel's Ordinance No. O15-04.

Mayor Mace opened the public hearing and asked staff to present the item prior to hearing the public comments.

Planning Director Monica Plecker explained that the ordinance is for the SE 4<sup>th</sup> Street Overlay District. An overlay zoning district has zoning requirements and regulations in addition to the current zoning designation. The City of Laurel currently has other overlay districts in place, including the Entryway Zoning District and the Downtown Overlay District. The SE 4<sup>th</sup> Street Overlay District is the second part to the Downtown Overlay District and follows the TIFD boundary on the south side of the railroad. The SE 4<sup>th</sup> Street Overlay District addresses signage, landscaping, parking requirements, etc., and requests wood timber features on properties located on other streets in that area, including First Avenue South, Washington Avenue, Bernhardt Road and Railroad street. On Southeast 4<sup>th</sup> Street, it does require log continuance in that area with the intent to preserve the character of the area.

Mayor Mace asked three times if there were any proponents. There were none.

Mayor Mace asked three times if there were any opponents. There were none.

Mayor Mace closed the public hearing.

**CONSENT ITEMS:**

- **Claims for the month of April 2015 in the amount of \$514,980.17.**  
A complete listing of the claims and their amounts is on file in the Clerk-Treasurer's Office.
- **Approval of Payroll Register for PPE totaling \$174,867.32.**
- **Receiving the Committee/Board/Commission Reports into the Record.**
  - Budget/Finance Committee minutes of April 21, 2015 were presented.
  - Council Workshop minutes of April 28, 2015 were presented.
  - Emergency Services Committee minutes of April 27, 2015 were presented.
  - Laurel Urban Renewal Agency minutes of April 20, 2015 were presented.
  - Library Board minutes of March 10, 2015 were presented.
  - Laurel Airport Authority minutes of March 24, 2015 were presented.

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

Motion by Council Member Eaton to approve the consent items as presented, seconded by Council Member Poehls. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

**CEREMONIAL CALENDAR:**

- Poppy Day Proclamation

Mayor Mace read the Poppy Day Proclamation and proclaimed Friday, May 22<sup>nd</sup> as Poppy Day in the City of Laurel.

**REPORTS OF BOARDS AND COMMISSIONS:** None.

**AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):** None.

**SCHEDULED MATTERS:**

- **Confirmation of Appointments.**

Laurel Fire Department

Mayor Mace appointed Justin Kostelecky, Levi Vandersloot, Dan Wirtzberger, Matt Oswald and Chris Franklin to the Laurel Fire Department.

Motion by Council Member McGee to approve the Mayor's appointments to the Laurel Fire Department, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Ordinance No. O15-03: An ordinance amending Chapter 17.26.030 of the Laurel Municipal Code to update the City's Zoning Ordinance within the City of Laurel.** Second reading.

Motion by Council Member Dickerson to adopt Ordinance No. O15-03, seconded by Council Member Nelson. There was no public comment or council discussion. A roll call vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Ordinance No. O15-04: Ordinance creating the SE 4<sup>th</sup> Street Overlay District and to codify the ordinance as Chapter 17.27 of the Laurel Municipal Code.** Second reading.

*MAM*

Motion by Council Member Nelson to adopt Ordinance No. O15-04, seconded by Council Member Poehls. There was no public comment or council discussion. A roll call vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R15-30: A resolution of the City Council granting a variance from Chapter 15.40 of the City's Sign Code for the property located at 202 SE 4<sup>th</sup> Street to allow the removal and replacement of a freestanding pole sign with an animated sign which is currently prohibited.**

Motion by Council Member Mountsier to approve Resolution No. R15-30, seconded by Council Member McGee.

Steve Zabawa, Rimrock Chevrolet, stated that it is interesting that it says it is a replacement of a freestanding pole sign with an animated sign which is currently prohibited, as that is not their understanding. They believe this is a message center and it falls underneath the other piece of the code that is black and white saying that a message center is allowed. Steve showed the council several pictures of signs in Laurel, including Cenex, Exxon, CVS, the Federal Credit Union, Walmart, Cenex, Reese and Ray's, Exxon, the Laurel High School, Montana Lil's Casino and Curt's Famous Saloon. Looking at what is already in place, he does not think they are asking for anything outside of the ordinary. The readerboards in Billings are used for all sorts of great events, the time and date, and basic messaging. They feel this sign will be great for their business and great for Laurel. They feel that it is a message center and not an animated sign. It is not their intention to distract drivers on the interstate and have them crash into the back of somebody. The idea is to have a nice big Rimrock Chevrolet sign up where they can change the message. They spent millions and millions of dollars to have this property and to be able to have some type of message out there on the interstate is very important to their success and welfare and to grow the business. Steve thanked the council for their support on this issue.

There was no further public comment.

Council Member Dickerson stated that he has mixed feelings on the signage the way it is being requested. Other businesses along the interstate put up their signage according to the Entryway Zoning and the compliance of whatever was stated at that time. He would not object if the signage that Rimrock Chevrolet put up was similar to what Laurel Ford has, a big Rimrock Chevrolet sign that showed that was their business. He feels it would be an injustice to the other businesses that have built along that side of the interstate and followed the compliance and put up the type of signs that were being requested. His concern as far as the sign is the distraction of getting off the ramp because of the curve that is there. People already slow down to 30 or 35 mph a half a mile or so down the interstate before coming off the exit ramp. The placement of the sign by the off ramp is also a concern for him. He would be 100 percent supportive of a type of sign like Laurel Ford has and feels it would be an injustice to the other businesses to allow this now before Ordinance No. O15-03 is put into effect. Once that is put into effect, it gives everyone on that side by the interstate the ability to come back and reapply for a different type of sign and everybody has got the same opportunity to do that at that time. Right now, the council is voting on something that is not even allowable yet, but the other ones did not even have a chance to do it.

There was no further council discussion.

A vote was taken on the motion. Council Member McGee voted aye. Council Members Poehls, Herr, Mountsier, Nelson, Dickerson and Eaton voted nay. Motion denied 1-6.

- **Resolution No. R15-31: A resolution of the City Council approving a loan application to the Intercap Loan Program for purchase of self-contained breathing apparatuses for the Laurel Volunteer Fire Department.**

Motion by Council Member Eaton to approve Resolution No. R15-31, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R15-32: Resolution of the Laurel City Council to place a Public Safety Mill Levy on the General Election Ballot.**

Motion by Council Member Herr to approve Resolution No. R15-32, seconded by Council Member Dickerson. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R15-33: A resolution of the City Council authorizing the Mayor to sign a contract with Sprague Construction Roofing, LLC for roofing construction at city hall.**

Motion by Council Member Poehls to approve Resolution No. R15-33, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R15-34: A resolution of the City Council authorizing the Mayor to sign a contract with Central Heating and Air Conditioning Inc. for HVAC services at city hall.**

Motion by Council Member Eaton to approve Resolution No. R15-34, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Motion to authorize the CAO and city attorney to work with the Laurel Rod and Gun Club to determine the possibility of conveyance of the building in Riverside Park.**

Motion by Council Member Dickerson to authorize the CAO and city attorney to work with the Laurel Rod and Gun Club to determine the possibility of conveyance of the building in Riverside Park, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

**ITEMS REMOVED FROM THE CONSENT AGENDA:** None.

**COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):** None.

**COUNCIL DISCUSSION:**

Council Members Nelson and Herr will attend the Elected Officials Workshop in Billings this week.

The Park Board will meet on Thursday, May 7<sup>th</sup>, at 5:30 p.m.

The Public Works Committee will meet on Monday, May 11<sup>th</sup>, at 5:30 p.m. to tour the Wastewater Treatment Plant.

Council Members need to take bring LMC books to the council secretary for the updates.

**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

Motion by Council Member McGee to adjourn the council meeting, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

There being no further business to come before the council at this time, the meeting was adjourned at 7:20 p.m.

  
Cindy Allen, Council Secretary

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 19<sup>th</sup> day of May, 2015.



Mark A. Mace  
Mark A. Mace, Mayor

Attest:

Shirley Ewan  
Shirley Ewan, Clerk/Treasurer

*NAM*



Laurel City-County Planning Board  
115 W 1<sup>st</sup> Street  
Laurel MT 59044

Dear Members of the Laurel City-County Planning Board,

I am applying for (2) variance requests to allow Laurel Chevrolet to have two monument signs on our property at 202 SE 4<sup>th</sup> Street, Laurel MT 59044.

When I was the dealer and completed the remodel in 2014, we had two monument signs on the property. Both were on the street front, one west of the showroom and one east of the showroom.

LMC 17.26.010 – Intent; Community Entryway Zoning District:

The signs that we have were designed to match our facility both in materials and in color. They are both aesthetic and attractive.

It is our intent to allow civic groups, schools, and other community groups to request messages be displayed on the electronic sign on the SE corner for announcing special events along with our business name and business announcements. This will provide a welcome and appealing image to the traveling public, and the people of our community and region.

LMC 17.26.052: A.2. – Signage:

As stated above: When I was the dealer operator of Fichtner Chevrolet and completed a remodel in 2014, we had two (2) signs on the property, both on SE 4<sup>th</sup> Street and they were more than 1000 feet apart.

After selling the dealership to Rimrock Auto Group, they removed the sign that was east of the showroom and erected a new electronic sign on the south east corner of the property, and they moved the sign that was west of the showroom to the vacant Burger King property.

Last year, Mr. Don Jones, purchased the dealership and property. To be compliant with Chevrolet standards and requirements, the sign was moved from the Burger King property back to our property.

Today we have two (2) signs on the property as I did when I owned the dealership and they are even farther apart on a large piece of property.

I am requesting that variances be granted to allow us to have 2 signs on the property as I had when I sold the dealership. One being the Chevrolet monument sign positioned on the NW corner of the property on SE 4<sup>th</sup> Street and one electronic sign positioned on the SE corner of the property on the I90 exit 454 off ramp.

202 SE 4th Street  
Laurel, Montana 59044  
www.laurelchevy.com

Laurel (406) 628-4618  
Toll Free 1-800-234-5284  
Fax (406) 628-2025



# LAUREL CHEVROLET

LMC 17.42.050 – Signs prohibited:

The electronic sign on the SE corner of the property is not an animated sign.

The electronic sign on the SE corner of the property is not used to display pictographics nor does the sign depict motion, flashing, blinking, scrolling, or special effects of any kind.

The sign is used to display messages composed of letters, numbers, and special characters only.

The messages displayed are still frames and change at more than 60 seconds.

I am requesting a variance allowing us to continue to use the electronic sign on the SE corner of the property.

Thanks for your consideration!

Sincerely,

Ken Fichtner  
Executive Manager  
Laurel Chevrolet  
202 SE 4<sup>th</sup> Street  
Laurel MT 59044  
406-628-468



## Laurel Variance Request Application

This application covers appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

The undersigned owner or agent of the owner of the following described property requests a variance to the Zoning Ordinances of the City of Laurel as outlined by the laws of the State of Montana.

1. Name of property owner: DON JONES
2. Name of Applicant if different from above: KEN FICHTNER
3. Phone number of Applicant: 406-628-4618
4. Street address and general location: 202 SE 4TH ST, LAUREL, MT 59044
5. Legal description of the property: BLOCK 11A LOT 1A1 HAGEMAN SUBD 3RD FILING S16, T02, R24 E, BLOCK 11A, LOT 1A1, AMO (12)
6. Current Zoning: HC
7. Provide a copy of covenants or deed restrictions on property.

I understand that the filing fee accompanying this application is not refundable, that it pays part of the cost of process, and that the fee does not constitute a payment for a variance. I also understand I or my agent must appear at the hearing of this request before the Planning Board and all of the information presented by me is true and correct to the best of my knowledge.

Signature of Applicant: [Signature], EXEC MGR

Date of Submittal: 8-16-21

*F RIMROCK ELECTRONIC  
 ADDED  
 SIGN HERE*



SITE PLAN





**EPSON**  
Sign Group



192X256 20 MM RGB MESSAGE CENTER. PAINTED STEEL PIPE WITH FABRICATED GALVANEAL FILLER AND BASES, PRIME AND PAINT SMOOTH.

FRESH COLORS  
 1 WHITE  
 2 BLUE  
 2 BLACK

SPECIFICATIONS  
 BASE  
 100 PRACTICE  
 8/10

DOUBLE FACE HI-RISE ELECTRONIC DISPLAY

**EPCOR**  
 Sign Group

192X256 20MM RGB MESSAGE CENTER  
 100 PRACTICE  
 8/10

MESSAGE CENTER  
 100 PRACTICE  
 8/10

100 PRACTICE  
 8/10

100 PRACTICE  
 8/10



LAUREL I LLC  
B00468  
415 S 1ST AVE  
LAUREL MT 59044

FOX LUMBER SALES INC  
D02724  
203 E RAILROAD ST  
LAUREL MT 59044

SUPERPUMPER INC  
B00467A  
411 S 1ST AVE  
LAUREL MT 59044

S&G COMMERCIAL  
HOLDINGS LLC  
B03044  
203 SE 4TH ST  
LAUREL MT 59044

SPARTAN LAUREL 2 REAL  
ESTATE LLC  
B00464  
202 SE 4TH ST  
LAUREL MT 59044

LAUREL HOTELS LLC  
B03045  
205 SE 4TH ST  
LAUREL MT 59044

LMT INVESTMENTS LLC  
B00464B  
400 SE 4TH ST  
LAUREL MT 59044

MCDONALD'S REAL  
ESTATE COMPANY  
B03050  
301 SE 4TH ST  
LAUREL MT 59044

CITY OF LAUREL  
B00464C  
115 W 1ST ST  
LAUREL MT 59044

UNITED BANK NA  
B03051  
401 SE 4TH ST  
LAUREL MT 59044

MARVIN DEVELOPMENT  
OF MONTANA LLC  
B00451A  
119 SE 4TH ST  
LAUREL MT 59044

PST LLC  
B03050A  
307 SE 4TH ST  
LAUREL MT 59044

TOWN & COUNTRY  
SUPPLY ASSOCIATION  
B00452  
315 S 1ST AVE  
LAUREL MT 59044

INNOVATIVE PROPERTIES  
LLC  
B03221  
401 S 1ST AVE  
LAUREL MT 59044

WENDAUREL LLC  
B00451  
309 S 1ST AVE  
LAUREL MT 59044