



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, APRIL 06, 2021  
6:30 PM  
COUNCIL CHAMBERS**

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

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

### **General Items**

1. Appointment of Jake Worden to the Laurel Volunteer Fire Department.
2. Appointment of Russ Bunn, Andrew Zimermann, Mariel Riley, and Amanda Hemmen to the Laurel Volunteer Ambulance Service.
3. Appointment of Katie Fjelstad to the Library Board for the remainder of a five-year term ending 6/30/2023.

### **Executive Review**

4. Resolution - A Resolution Of The City Council Approving A Three-Year Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.
5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Request A Traffic Study For A Portion Of West Main Street Within The City Of Laurel.
6. Resolution - A Resolution Of The City Council Granting A Variance From The City's Zoning Ordinance To Disregard The Bufferyard Requirement, Sight-Obscuring Fence Requirement And Building Design Standards On A Parcel Of Property Located On East Railroad Street.
7. Resolution - A Resolution Approving A Zone Change For Property Located At 801 East Main Street Within The City Of Laurel.
8. Ordinance No. O21-02: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana.

### **Council Issues**

9. Kids Kingdom Equipment Replacement Discussion

### **Other Items**

#### **Review of Draft Council Agendas**

10. Draft Council Agenda for April 13, 2021.

### **Attendance at Upcoming Council Meeting**

### **Announcements**

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

**DATES TO REMEMBER**

**File Attachments for Item:**

1. Appointment of Jake Worden to the Laurel Volunteer Fire Department.



# 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

March 18, 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  
Jake Worden

Jake 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

**File Attachments for Item:**

2. Appointment of Russ Bunn, Andrew Zimmermann, Mariel Riley, and Amanda Hemmen to the Laurel Volunteer Ambulance Service.



**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



Dear Mayor and City Council,

We are excited to announce that we have EMS providers interested in joining our EMS service as volunteers. We have interviewed the following people and would be excited to bring them onto our team.

- Ross Bunn, paramedic, Ross was a Medic in the Army and also an AMR medic for many years. Ross also spends countless hours volunteering his time to teach at EMT classes. He is currently going through electrician school but misses patient care, teaching EMS providers and running on an ambulance and feels like this would be a perfect fit. I believe he will be a great asset to our team.
- Andrew Zimmermann, EMT, he has EMS experience from serving as a volunteer in Worden for many years. He also spends countless hours volunteering his time teaching at EMT class. Andrew is a hard worker with excellent skills and will be a great fit for our team.
- Mariel Riley, EMT, she is a new EMT, however is currently gaining experience by working at AMR, her goal is to become a paramedic and she works with some of our providers and feels that she would love to spend time volunteering for Laurel to gain greater experience and work with our team.
- Amanda Hemmen, EMT, is a fairly new licensed EMT currently gaining patient care experience in the StVs ED. Her goal is to become a physician but she has a strong desire to provide care in a prehospital setting. We feel that her personality and desire to learn will be a great fit for our team.

Thank you very much for your consideration on these candidates.

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

**File Attachments for Item:**

3. Appointment of Katie Fjelstad to the Library Board for the remainder of a five-year term ending 6/30/2023.



# Laurel Public Library

720 West 3rd St. • ~~P.O. Box 60~~ • Laurel, MT 59044

(406) 628-4961 • [library@laurepubliclibrary.org](mailto:library@laurepubliclibrary.org) • [www.laurepubliclibrary.org](http://www.laurepubliclibrary.org)

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March 10, 2021

Mayor Nelson,

The Library Board of Trustees have reviewed the two letters of interest received at the library for the Board vacancies. Either candidate is acceptable to the current participating members. Please advise the candidates of their status as soon as possible. Thank you for your attention to this matter.

Sincerely,

Nancy L Schmidt

Director

Laurel Public Library

406.628.4961

January 20, 2021

Mayor of Laurel and Laurel Public Library trustees  
Laurel Public Library  
720 W 3<sup>rd</sup> St.  
Laurel, MT

Dear Mayor of Laurel and Laurel Public Library trustees,

My name is Katie Fjelstad and I am interested in becoming a Laurel Public Library trustee. I am a long-time Laurel resident, wife of a Laurel native, and mother of two young children. I am also a registered nurse. I have had a deep love of reading and literature since first grade and three years as a Comparative Literature major at the University of Wisconsin.

I have an interest in helping the Laurel Public Library pursue community goals. I am interested in children's literature in particular, but I have an interest in all types of media and how the library operates. I also work with the elderly and could be a resource to you on how to reach this population.

I work part time and I have been looking for an opportunity to devote energy to a cause in which I feel strongly. Feel free to call me at 406-670-2338 or email me at [katiefjelstad@yahoo.com](mailto:katiefjelstad@yahoo.com) if you have further questions.

Thank you for your time.

Sincerely,

*Katie Fjelstad*



January 2, 2021

Administrative Assistant  
City of Laurel  
P. O. Box 10  
Laurel, Mt. 59044

Attention: Thomas C. Nelson - Mayor City of Laurel  
Nancy Schmidt - Director of the Laurel Public Library

I am writing in regards to a trustee position that is open with the Laurel Public Library board. As I have been a former Trustee and working officer with the Laurel Library board, I feel I have the training and broad work experience that will qualify me to be a part of this very elite group. As a member of the board, I would also be the Rural board member - giving a voice to the patrons living outside your city limits. I understand the importance to actively work with the fellow board members by attending all meetings, trainings and workshops. I also will look forward to working with volunteers and board members on book sales, summer reading programs, any and all activities as needed. I will be available to attend the State Library Federation Meetings which are held twice a year and working with other knowledgeable representatives. There library board members not only exchange ideas, discuss funding but serve as a united front in the educational needs of our communities.

At this time our library is of great importance to the community. It has been named as an essential community area- serving meals to the community children, offering the use of computers, information on what is happening in our area and of course the reading that we have all enjoyed. It is considered the one safe gathering place where everyone can feel welcome.

I believe that as a board member I can offer a knowledgeable talent to your library board, helping the library continue to grow and flourish with the times. I would like to continue to be a part of the team that has helped to keep the doors of the Laurel Library open. I would find it a pleasure to meet with you on a one to one basis at your convenience.

Thank you for your time.



Clair Killebrew  
406-690-3411

**File Attachments for Item:**

4. Resolution - A Resolution Of The City Council Approving A Three-Year Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

**RESOLUTION NO. R21-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A THREE-YEAR AGREEMENT BETWEEN THE CITY OF LAUREL AND LOCAL UNION LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and the above Union have been actively negotiating a labor agreement through their respective negotiation teams; and

WHEREAS, the negotiating teams arrived at an agreement through collective bargaining efforts and have prepared the final written agreement in which all modifications, additions or deletions have been written and approved by a vote of the Union membership; and

WHEREAS, the Agreement provides a three-year agreement as contained in the attached agreement; and

WHEREAS, the City Council must next approve the attached agreement in order to finalize and implement the agreement.

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

Section 1: Approval. The attached agreement between the City of Laurel and the Union is hereby approved.

Section 2: Execution. The Mayor, Clerk-Treasurer and City's negotiating team are hereby given authority to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_ day of \_\_\_\_\_, 2021.

APPROVED by the Mayor this \_\_\_ day of \_\_\_\_\_ 2021.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

R21\_\_\_ Local 303 Union Agreement Approval

AGREEMENT  
BETWEEN  
THE CITY OF LAUREL  
AND  
LOCAL 303

AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES  
MONTANA STATE COUNCIL 9  
AFL-CIO  
REPRESENTING THE  
EMPLOYEES OF THE  
CITY OF LAUREL, MONTANA

JULY 1, 2021 – JUNE 30, 2024

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## **AGREEMENT**

This Agreement is made and entered into by and between the City of Laurel, Yellowstone County, Montana, hereinafter referred to as "Employer", and Local 303, American Federation of State, County and Municipal Employees, AFL-CIO, Laurel, Montana, hereinafter referred to as "Union" and "Employee(s)".

**WITNESS:** In consideration of the mutual covenants herein set forth which have been mutually agreed to, the Employer and the Union agree to be bound as follows:

### **ARTICLE I – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Laurel Police Department, as listed by classification in Addendum "A", attached and by this reference made a part of this Agreement as though fully set forth herein, excluding elected and appointed officials, supervisory employees, management officials, and members of any City Board or Commission.

### **ARTICLE II – UNION SECURITY**

Section 1. Membership Information: The Union shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The City and the Union shall work together to ensure reasonable access during the onboarding process through either in-person presentations or other avenues.

The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.

Section 2. The Union shall indemnify and hold the Employer harmless, for any action that the Employer takes in response to any written request of the Union, by certified mail, to terminate an employee for reasons identified in Article II, Section 1.

### **ARTICLE III – DUES ASSIGNMENT**

Section 1. The Employer agrees to accept and honor voluntary written assignments of wages or salaries due employees covered by this Agreement for union dues, initiation fees, or agency shop fees.

Section 2. The amounts to be deducted shall be certified to the Employer by the Secretary of the Union, and the aggregate deductions of all employees shall be remitted, together with an

itemized statement, to the Treasurer of the Union within five (5) working days after payroll warrants are issued.

Section 3. The Union agrees to hold harmless the Employer from any loss or damage arising from the operation of this Article due to unintentional errors.

## **ARTICLE IV – MANAGEMENT RIGHTS**

Section 1. Rights of the Employer: The Union recognizes that the Employer has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the Employer to the full extent authorized by law.

Section 2. Management Rights: Public employees and their Representatives shall recognize the prerogatives of the Employer to operate and manage its affairs in such areas, but not limited to: (MCA 39-31-303)

- a. Direct employees;
- b. Hire, promote, transfer, assign and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be ineffective or unproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- g. Establish the methods and processes by which work is performed.

Section 3. Effective Laws, Rules and Regulations: The parties recognize the right, obligation, and duty of the Employer, and its duly designated officials, to promulgate rules, regulations, directives, and orders from time to time as deemed necessary in so far as such rules, regulations, directives, and orders are not in conflict with the terms of this Agreement. All terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of the state and federal governmental agencies.

## **ARTICLE V – NONDISCRIMINATION**

Section 1. It is agreed between the parties that each will fully comply with applicable laws and regulations regarding discrimination against any employee or applicant for employment, or any applicant for Union membership, because of a person's race, religion, color, national origin, age, marital status, sex or disability.

Section 2. It is further recognized that no employee shall be discharged or discriminated against by the Employer for such employee upholding Union principals or Union activities.

## **ARTICLE VI – STRIKES AND LOCKOUTS**

Section 1. There shall not be any layoffs due to contracting out of bargaining unit work during the term of this Agreement.

Section 2. The Union and City agree to abide by state law (MCA 39-31-501 through MCA 39-31-505), regarding binding arbitration, for all positions under this contract as set out in Addendum "A".

Section 3. The Union recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

## **ARTICLE VII – SENIORITY**

Section 1. Seniority means an employee's length of continuous service with the Employer since his/her last date of hire.

Section 2. Seniority with the Employer may be affected by:

- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous service upon re-employment shall count towards seniority.
- b. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon re-employment shall count towards seniority.
- c. To be absent from the job due to active military leave will not affect seniority. Time spent in military service will count towards seniority. After completion of military service, the Employer shall re-hire such persons in accordance with applicable federal law.
- d. An employee's continuous service for purposes of seniority shall be broken by voluntary resignation, discharge for just cause, and by retirement.
  - (1) Seniority shall stop accumulating, but not be forfeited, when an employee is transferred or promoted to a position not covered by this Agreement. Should a qualified employee of the Laurel Police Department not covered by this Agreement return to a covered



open position, his/her seniority shall resume upon the assumption of the covered position.

- (2) If the employee does not successfully complete the probationary period in the new position and is returned to an open covered position by the City, the employee's seniority continues without interruption. If an employee returns to an open covered position during the probationary period of his/her own will, his/her seniority resumes where it stopped accumulating.
- e. Absences due to injury in the line of duty shall be considered time worked for the purposes of determining seniority and granting of any benefits, which are based upon seniority covered by this Agreement.

Section 3. The Employer shall recognize seniority and minimum qualifications in awarding promotions to employees when filling newly created or vacated positions, or when filling special duty assignments within the Police Department. If qualifications are equal, seniority shall prevail. It is the intention of the parties of this Agreement that the Employer shall grant preference to current employees.

Section 4. Layoffs caused by reduction in force shall be in order of seniority within the City; that is, the last employee hired shall be the first released. Full-time and part-time employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recalls to employment shall likewise be in order of seniority within the City; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work on a certain date and furnish the Union Secretary a copy of such notification, and if the employee fails to notify the Employer within five (5) working days of his/her intentions to return to work, the employee shall be considered as having forfeited his/her right to re-employment. No regular established employee shall be laid off while there are still seasonal employees working for Employer.

Section 5. If Employer fails to provide ten (10) working days' notice to the employee, and employee is terminated without cause, under the layoff provisions herein, said employee shall be granted two (2) weeks' pay at his/her regular rate of pay.

Section 6. Employees may protest their seniority designation through the usual grievance procedures if they have cause to believe an error has been made.

Section 7. Application of Seniority to Overtime and Call-Outs: The Employer agrees there is one seniority list for the purpose of overtime and call-out within the Police Department. Employer shall consider the position involved and the purpose of the overtime and/or call-out.

Section 8. Seniority in a position will take priority when two employees hold the same position on a special duty assignment (detective, drug unit, school resource officer), and one position is eliminated.

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## ARTICLE VIII – HOURS OF WORK

Section 1. Workweek: A standard workweek shall consist of forty (40) hours, and shall begin at 6 a.m. Monday and shall terminate at 5:59 a.m. on the Monday following. This shall exclude the 6/3 rotation set out below.

Section 2. Work period: Work periods for the positions identified in Addendum “A” may include, but is not limited to, the following:

- a. A 5/2 rotation, composed of any five (5) consecutive eight (8) hour workdays immediately followed by two (2) days off, consisting of forty (40) hours.
- b. A 4/3 rotation, composed of four (4) consecutive ten (10) hour days with three consecutive days off, consisting of forty (40) hours.
- c. A 6/3 rotation, composed of those positions that will provide the primary 24-hour coverage and consists of six consecutive workdays of 8½ hours each followed by three consecutive days off.
- d. A 3.5/3.5 rotation, composed of three (3) consecutive twelve (12) hour days and a four (4) hour day followed by three and one-half (3.5) consecutive days off, consisting of forty (40) hours.
- e. A 2/2/3 rotation, composed of two weeks of shifts, where the blocks of on and off days follow a 2-2-3 pattern. Officers are divided into two equal teams working rotating 12-hour shifts as follows. (Note: this schedule must begin on a Monday.) The parties agree this schedule does not constitute a 2/3/2 Individual Schedule.
  1. Team one will work 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, and 3 days off.
  2. Team two will work 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, and 3 days on.
  3. Personnel assigned to the 2-2-3 schedule will forfeit any and all shift differential payments. Forfeiture of differential payments will only be while the 2-2-3 schedule is in use and only those assigned to work the 2-2-3 schedule.
  4. When working a 2-2-3 schedule any employee that works more than 80 hours in a 14-day work period will receive overtime pay for any hours worked above the 80 hours.

f. "Cover Shift" position will work regular schedules, except when relieving a shift person who is off on approved leave, or in case of sick leave. In case of a short back situation, Employer may require "cover shift" position to take an (8) hour break when transitioning back to his/her regular shift for purposes of safety.

"Cover shift" position will assume the days off and the work hours of the person he/she is relieving, unless he/she is only filling in for less than a week.

~~g. The work period for part-time personnel shall be assigned as needed by the Employer's Chief of Police or designee.~~

h. The shift schedule and work period set out above may be changed by mutual agreement between the Union and Employer's Chief of Police or designee.

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### Section 3. Work Schedule:

a. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger and for the employee in the "cover shift" position.

b. ~~Police officers and Dispatchers shall bid for shifts three times each year and shall begin on the first Monday of a new pay week in the months of January, June and September. Police Officers shall bid shifts three times each year and shall begin on the first Monday of a new pay week in the month of January. Shift bids for the months of May/June and August/September shall be on the first Monday of a new pay week to coincide with the beginning and ending of the school year.~~ (Shift bids will coincide with the vacation request. Each employee will have five (5) calendar days to complete their request at which time it will proceed to the next employee in order of seniority. Employees who fail to bid in the appropriate time frame will forfeit their opportunity to bid and will move to the bottom of the bidding list. The Chief of Police or designee will post the shift bid allowing enough time for all bidding employees to use their five (5) calendar days.) The schedule may be changed upon the mutual agreement of the Union and Employer's Chief of Police or designee. No overtime will be earned or straight time lost as a result of a shift change that is the result of shift bidding.

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c. Employer's Chief of Police or designee may assign a probationary officer any shift deemed appropriate and the assignment will take precedence over shift bidding.

- d. Employees may trade shifts voluntarily, subject to the following limitations:
  - 1) The trade cannot affect overtime earnings for either employee;
  - 2) No more than 3 consecutive days may be traded in any month;
  - 3) The employee originally assigned a shift remains responsible that the shift is covered; and
  - 4) A shift trade is an agreement between employees and in doing so the employees agree to hold Employer harmless.
  
- e. After shift bid is completed, two employees may request to trade the remainder of the shift bidding if the circumstances support determination that a trade is necessary by the Employer's Chief of Police or designee and Union president.
  
- f. Employer's Chief of Police or designee may assign a particular employee to a shift for one rotation for the betterment of the employee and Police Department.
  
- g. Work schedules showing the employee's shifts, workdays and hours shall be posted. Except for emergency situations, work schedules shall not be changed except for the employee in the "cover shift" position on the 6/3 rotation.
  
- h. All positions set out in Addendum "A" shall be considered shift workers unless specifically agreed and identified otherwise.

Section 4. Lunch and Rest Periods:

- a. All employees shall be granted a paid lunch period of 30 minutes during each work shift consisting of more than four (4) hours. Employees are subject to call out during the break.
  
- b. Two rest breaks of fifteen (15) minutes are provided, one in each half of the workday. The time and place of the rest period shall be determined by the supervisor.

## ARTICLE IX – COMPENSATION

### Section 1. Salaries, Wages and Longevity:

- a. Employee classification and conditions relative to and governing wages, salaries, or extraordinary pay rates are contained in Addendum “B” to this Agreement, which is attached to and by this reference made a part hereof as though fully set forth herein.
- b. Longevity pay benefits are contained in Addendum “C” to this Agreement, which is attached to and by this reference made a part hereof as though fully set forth herein.
- c. It is mutually agreed between the parties that compensation will be paid on or before 9:00 a.m. every other Friday following completion of the work period.

### Section 2. Overtime:

- a. Time worked outside the employee’s regular shift schedule shall be compensated at time and one-half.
- b. An employee that works more than sixteen (16) continuous hours or over sixteen total hours in a work day will be compensated at two (2) times their normal rate of pay for each hour after the 16<sup>th</sup> hour.
- c. No employee shall work more than sixteen consecutive hours unless in case of emergency.
- d. Scheduled overtime is defined as the filling of a shift and is subject to the scheduled overtime guidelines.
- e. Situational overtime is defined as an incident requiring a specific employee or employee type.
- f. An employee shall receive short back pay of 16 hours (double time) at their regular rate of pay if they are scheduled to work with less than 8 hours rest period between shifts in a 24-hour period to receive 40 hours within the workweek. Short back pay does not apply to an overtime situation or as a result of shift bidding.
- g. No overtime shall be worked without the approval of his/her supervisor.
- h. Employees shall not be required to suspend work during regular hours to absorb overtime.
- i. Overtime shall be paid in half-hour (1/2) increments as follows:

0 – 30 minutes = ½ hour  
31 - 60 minutes = 1 hour

- j. When computing overtime, sick leave or vacation time taken during the workweek will be considered time worked.
- k. The drug investigator shall not be required to be available for scheduled overtime. For scheduled overtime, the first person offered the overtime will be the most senior employee, and then continuing to the most junior employee scheduled off during the day the overtime is needed.  
  
If none of the employees on their day off wish to work the scheduled overtime, the employees working on each side of the empty shift will split the shift evenly. An employee not wishing to split the shift may refuse the overtime unless no replacement is available; then the employee must work the shift.
- l. It is not the intention of the parties to have employees work overtime in positions for which they are not trained, licensed, or qualified except in a bona fide emergency and at the explicit direction of the Employer's Chief of Police or designee.
- m. There shall be no compounding or pyramiding of overtime pay, holiday pay, or premium pay, and only the highest applicable rate will be paid.
- n. The shift is considered to be overtime when there is no cover shift available to fill the shift, or part-time employee with less than forty (40) hours available to fill the shift.

**Section 3. Compensatory Time:** Employees under this Agreement may receive compensatory time in lieu of overtime payment in compliance with the provisions of the Fair Labor Standards Act, as amended.

- a. The employee has the option to save and use as approved leave within the same calendar year, or receive a lump-sum payment on the first payday in December of each calendar year.
- b. Employer shall pay each employee's lump-sum payment by separate check for accounting purposes.

**Section 4. Call Outs:** Each and every call-out will be for a minimum of two and one half (2½) hours of pay. All time worked will be compensated at one and one-half (1½) times the regular rate of pay. Time shall be calculated from the time of employee notification to time of completion of the duty assigned.

Section 5. Court Time: Employees required to appear for court hearings of trials shall be compensated at a rate of one and a half (1½) times the employee's normal rate of pay. Time shall be paid for a minimum of three (3) hours, or until the conclusion of court hearings or trials if greater than three (3) hours. If Employer fails to notify an employee regarding a cancellation or continuation of a scheduled court hearing or trial by 5:30 p.m. the day before the scheduled court hearing or trial, the employee must be compensated three (3) hours of pay at one and a half (1½) times the employee's normal rate of pay.

Section 6. Special Assignments:

a. Field Training Officer – Union members who are designated as a Field Training Officer for the purposes of training probationary officers shall receive one dollar (\$1.00) per hour as incentive pay for these additional responsibilities. Field Training Officer pay will be paid for each hour worked as a Field Training Officer for probationary employee (officers and dispatch only), not for police reserves. Field Training Officer pay will be in addition to detective pay when the detective is assigned to conduct Field Training Officer duties.

b. Detectives – Union members who are assigned to the detective division ~~for city cases~~ will receive an additional one dollar (\$1.00) per hour as incentive pay for these additional responsibilities.

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c. Sergeant – Union members who are assigned to the Sergeant position will receive an additional one dollar and fifty cents (\$1.50) per hour as incentive pay for these additional responsibilities.

d. Canine Officer – Union members who are assigned to the Canine position will receive a three hundred and fifty dollar (\$350) monthly stipend as incentive pay for the additional responsibilities associated with having a dog.

e. Terminal Agency Coordinator (TAC) – Union members who are assigned to the Assistant TAC position will receive an additional one dollar (\$1.00) per hour as incentive pay for these additional responsibilities. The Union member who is assigned to the TAC position will receive an additional one dollar and fifty cents (\$1.50) per hour as incentive pay for these additional responsibilities. (For fiscal year 21/22 Assistant TAC will receive incentive pay of fifty (.50) cents per hour and TAC will receive seventy-five (.75) cents per hour and for Fiscal year 22/23 Assistant TAC will receive an additional fifty (.50) cents per hour and TAC will receive an additional seventy-five (.75) cents per hour, in addition to the overall percent wage increase)

**ARTICLE X – HOLIDAYS**

Section 1. Employees will receive straight time pay at their basic hourly wage for each of the following named holidays:

- |     |                            |                                      |
|-----|----------------------------|--------------------------------------|
| 1.  | New Year's Day             | January 1                            |
| 2.  | Martin Luther King Day     | 3 <sup>rd</sup> Monday in January    |
| 3.  | Presidents' Day            | 3 <sup>rd</sup> Monday in February   |
| 4.  | Memorial Day               | Last Monday in May                   |
| 5.  | Independence Day           | July 4                               |
| 6.  | Labor Day                  | 1 <sup>st</sup> Monday in September  |
| 7.  | Columbus Day               | 2 <sup>nd</sup> Monday in October    |
| 8.  | Veterans' Day              | November 11                          |
| 9.  | Thanksgiving Day           | 4 <sup>th</sup> Thursday in November |
| 10. | Christmas Day              | December 25                          |
| 11. | State General Election Day | (when applicable)                    |

Also legal holidays declared by the President of the United States and the Governor of Montana, with the concurrence of the Mayor of the City of Laurel. All accumulation of holiday pay shall be in accordance with the Montana Operations Manual (MOM).

Section 2. Part-time employees shall receive holiday pay on a pro-rated basis, based on their average hours worked.

Section 3. The holiday will be observed on the day/date stated in this Agreement (the actual holiday) for all employees subject to this Agreement.

Section 4. Work performed on the holiday will be paid at one and one-half (1½) times the regular rate of pay for hours worked in addition to holiday pay, unless the employee has elected to accumulate such holiday in accordance with Section 7. Holiday pay is for eight (8) hours. An employee who is scheduled for a day off on a legal holiday shall be compensated for either holiday pay at straight time, bank the holiday hours at straight time, or take an alternative day off in lieu of the holiday with permission of the Employer's Chief of Police or designee.

Section 5. If a holiday falls on an employee's annual vacation, or while an employee is on approved sick leave, the employee shall be compensated by either receiving eight (8) hours pay at their regular straight time rate of pay or by a one-day extension of their vacation leave, at the employee's option. Employer shall not charge the additional time as sick leave or vacation.

Section 6. Employees may elect to bank holiday time. In the event the holiday time is not used by the last work day in June, a lump sum for the remaining time will be paid out on the first pay period in July by a separate check.



## ARTICLE XI – ANNUAL VACATION LEAVE

Section 1. Each full-time employee earns paid vacation as follows:

	Work day credit per year*
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years and over	24

\*Based on an eight (8) hour day

An employee is not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Section 2. A part-time employee is entitled to pro-rated vacation benefits after working the qualifying period of six (6) months.

Section 3. Vacation credits may be accrued to a total not to exceed two (2) times the maximum number of days earned annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited.

Section 4. Vacations must be requested in writing and approved by the Employer's Chief of Police or designee. Vacation bids will coincide with the bidding of shifts. Each employee will have five (5) calendar days to complete their request at which time it will proceed to the next employee in order of seniority. Employees who fail to bid in the appropriate time frame will forfeit their opportunity to bid and will move to the bottom of the bidding list. The Chief of Police or designee will post the vacation bid with enough time for all bidding employees to use their five (5) calendar days. Vacation time may be split. Any conflict in schedules will be determined by seniority, Employer's best interests, and the best interests of the employee. All parties concerned have five (5) calendar days from the time the approved vacation list is posted to make corrections. Vacation requests after the beginning of the shift change shall be on a first come, first served basis. If vacation has been approved by the parties, seniority cannot affect or change the vacation schedule. The number of employees off in the Police Department may be limited based upon the workload and shall be determined at the discretion of Employer's Chief of Police or designee.

Section 5. Leave requests and responses. Employee must submit leave requests for more than four (4) consecutive days at least seven (7) days prior to the requested leave. Employer shall respond no later than five (5) working days prior to the leave requested. Employee must submit leave requests for less than four (4) days at least two (2) days prior to the requested leave. Employer shall respond no later than one (1) working day prior to the leave requested.

Section 6. Vacation and sick leave shall not accrue during a leave of absence without pay.

Section 7. Leaves of absence without pay may be used to extend regular vacation with prior approval of the Employer's Chief of Police or designee.

Section 8. An employee who terminates his/her employment is entitled, upon the date of such termination, to cash compensation for any unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 1.

In the event, however, an employee transfers between departments of the Employer, there shall be no cash compensation paid for the unused vacation leave. In such a transfer, the receiving department assumes the liability for the accrued vacation credits transferred with the employee.

Section 9. In the event of the death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay providing the proper forms provided by the City Clerk-Treasurer's office have been signed and are in the employee's file.

Section 10. Vacation charges and credits shall be charged to the nearest full hour.

Section 11. Employer shall not terminate or separate an employee from employment in an attempt to circumvent the provisions of this Article. Should a dispute arise under this Article, it shall be resolved pursuant to the grievance procedures.

## **ARTICLE XII – SICK LEAVE**

Section 1. Sick leave means a leave of absence with pay for sickness suffered by an employee or his/her immediate family. Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive medical or dental examination or treatment.

Section 2. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, one (1) day per month up to twelve (12) working days per year sick leave at regular pay. Proportionate sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days he/she may accumulate.

Section 3. An employee may not accrue sick leave credits during a continuous leave of absence without pay which exceeds fifteen (15) working days. Employees are not entitled to be paid for sick leave under the provisions of this Article until they have been continuously

employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to all sick leave credits he/she has earned.

Part-time employees receive pro-rated sick leave credit. Temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

Section 4. An employee who terminates his/her employment is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the employee terminates their employment.

However, when an employee transfers between departments, the employee shall not be entitled to a lump-sum payment. The department receiving the transferred employee shall assume responsibility for the accrued sick leave.

An employee who receives a lump-sum payment pursuant to this Article and who is reemployed by the Employer shall not be credited with any previous sick leave.

Sick leave charges in excess of earned sick leave credits may be charged to earned and available leave or leave without pay at the employee's option with the Employer's Chief of Police or designee's approval.

Section 5. Sick leave is for the benefit of the employee or his/her immediate family members who are sick and is not intended to be additional time off with pay. Abuse of sick leave or the falsification of illness, injury, or other authorized claim misrepresenting the actual reason for charging an absence to sick leave, or the use of sick leave for any unauthorized purposes constitute cause for termination. Employer must substantiate charges of sick leave abuse resulting in the employee's termination.

Section 6. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulate sick leave.

An employee on sick leave shall inform his/her immediate supervisor, or Employer's Chief of Police or designee, of the fact as soon as possible.

After the third consecutive day of sick leave, a medical certification may be required by the Employer. If the Employer requires a medical certificate, the Employer will pay the cost of such certificate.

Section 7. Sick leave pertaining to shift personnel:

- a. Cover shift or part-time personnel must work for an employee who is on sick leave unless it is an overtime situation; then the Employer shall follow the overtime procedure.
- b. Employees working during another employee's illness, if an overtime situation, will submit extra time to their supervisor on the daily time report, which will be paid at one and one-half (1½) times his/her hourly rate.

Section 8. Sick leave charges and credits shall be charged to the nearest full hour.

Section 9. Employees covered by the Workers' Compensation Act are entitled to benefits administered under the provisions of the Act when they suffer injury or illness as a result of their employment. An employee may elect to use their accrued sick leave credits to supplement their Workers' Compensation payments, but not to exceed their normal expected pay, in accordance with the applicable laws and regulations of the State of Montana.

Section 10. In the event that an employee becomes incapable of performing the duties of his/her regular position through occupational illness or injury, the Employer may transfer the employee without loss of pay to a position for which he/she is qualified, provided the change can be accomplished without displacing another employee.

Section 11. Emergency Sick Leave:

- a. Emergency sick leave is defined as a necessary absence due to (1) the illness of a member of the employee's immediate family; or (2) the death of a member of the employee's immediate family.
- b. An employee's immediate family includes: spouse, children, parents, grandparents, grandchildren, brothers, sisters, in-laws, step relatives, household dependents, and similar relation of the employee's spouse.
- c. Emergency sick leave charged against an employee's sick leave credits shall not exceed a total of five (5) working days per illness in the immediate family. In addition, emergency sick leave charged against an employee's sick leave credits shall not exceed a total of five (5) workdays for each death in the immediate family.
- d. Employees may be granted three (3) additional days leave with pay for a death in the family (not to be charged to sick leave), as provided in Article XIII, Section 3.

## ARTICLE XIII – LEAVE WITH OR WITHOUT PAY

Section 1. Military Leave: Upon formal request, either oral or written, for military leave, a regular or temporary full-time employee, who is a member of the organized state militia or the reserve military forces of the United States, and who has satisfactorily completed six (6) months of employment, is eligible to receive up to fifteen working (15) days, with pay, per calendar year of military leave. Any part-time employee meeting the above requirements is eligible to receive pro-rated military leave. The employee will submit a copy of their military orders, upon receipt, to the Employer to substantiate such leave request.

An employee who has not completed six (6) months employment is not eligible to receive military leave with pay; however, he/she will be given leave without pay to attend cruises, encampments, or other similar training upon a formal request either oral or written, for such leave. The employee will submit a copy of their military orders, upon receipt, to the Employer to substantiate such leave request.

Section 2. Family and Medical Leave: The Employer may grant Family and Medical Leave after completion of fifty-two (52) weeks of employment, and a minimum of 1250 hours worked in the year preceding the leave, unpaid leave, not to exceed twelve (12) workweeks in a twelve-month period for reasons of bona fide serious health condition, child or family care, or other allowable care. All leaves must be requested in writing and shall state the reason for the leave and the date desired. A doctor's certification may be required for any medical or family leave. All leaves shall be granted only in writing by the Mayor or his designee. Upon the expiration of the leave or upon notification of intent to return, the employee will be returned to their original position, or one equivalent in the employee's classification. Notwithstanding the provisions of the Family and Medical Leave Act (FMLA), the reinstatement of an employee returning from FMLA leave shall not displace another employee, or limit another employee's hours of work, who was a member of the bargaining unit upon commencement of such leave, except as may be mutually agreed to by the Union and the Employer.

While on a family medical leave of absence, any employee benefits will be continued in the same manner that would have been provided had the employee not taken any leave. If the employee fails to return from such a leave, the employee may be required to repay such extended benefits.

Section 3. Bereavement Leave: Upon the death of a member of the employee's immediate family, an employee may be granted up to three (3) working days off with pay for the employee's work period, not to exceed 24 hours for each death. In addition, up to five (5) additional days bereavement leave may be charged to sick leave by requesting the time off from Employer's Chief of Police or designee who must obtain approval of the Mayor or Chief Administrative Officer. Employees shall be granted leave not to exceed four (4) hours to attend the funeral of employees.

Section 4. Jury Duty: Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward all the fees to the Employer. Juror fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her juror time off against annual leave, he/she shall not be required to remit to the Employer any juror fee, expense, or mileage allowance paid by the Court.

An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit witness fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowances paid him/her by the Court.

The Employer may request the Court to excuse the employee from jury duty if they are needed for the proper operation of the department.

Section 5. If an employee is required to testify at any legal hearing or trial due to an event that occurred while the employee was on duty or acting within the scope of his/her authority, the employee may elect to have the Employer pay for all travel and expenses for the employee. To receive this benefit, the employee will sign over to the Employer any compensation received for the testimony and the employee will receive his/her normal rate of pay. However, if an employee elects to charge the time off against annual leave, the employee shall not be required to remit to the Employer any fee, expense, or mileage allowance paid by the court.

Section 5. Other Leaves With or Without Pay:

- a. After satisfactory completion of the probationary period, leaves of absence may be granted for good and sufficient reason with prior approval of the Employer. Leaves may be used for personal business requiring the employee's attention and other reason mutually agreed upon. Employees may take a leave of absence without pay without loss or charge against other leave and if the work schedule allows. Requests for a leave of absence without pay shall be submitted in writing by the employee to the Employer's Chief of Police or designee. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- b. Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union". "Duly authorized representatives" means members of regularly constituted committees and/or officers of the Union, pursuant to a list supplied to the Employer.

- c. Any employee subject to this Agreement, elected or appointed to public office, shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disability certified to by a licensed physician.
- d. Leave, with or without pay, may be granted by the Employer for attendance at a college, university or business school for the purpose of training in subjects related to the work of the employee that will benefit the employee and the Employer.

**Section 6. Personal Leave:** Each employee is entitled to thirty (30) hours of personal leave per contract (fiscal) year. Part-time employees will receive a pro-rated amount of personal leave. Employees must utilize personal leave prior to utilizing their comp or vacation leave. Employer shall not compensate or pay-out employees for unused personal leave. If an employee fails to utilize his/her personal leave during the year, he/she shall forfeit all unused personal leave. Employees shall coordinate the use of personal leave with the Employer's Chief of Police or designee, who must approve leave requests.

#### **ARTICLE XIV – WORKING CONDITIONS**

**Section 1. Separations:** Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service and reason for leaving.

**Section 2. Union Bulletin Boards:** Employer will allow the Union to place Union-owned bulletin boards in convenient places in any work area to be used for Union business.

**Section 3. Off-Duty Meetings:** Employees shall be compensated at the rate of time and one-half (1½) their regular rate of pay if required to attend a meeting on their own time. If an employee is called out for a meeting, such employee shall be paid for a call-out.

**Section 4. Education Conference:** The Employer agrees that time off with pay may be granted to an employee to attend an educational conference, seminar, or convention with the mutual consent of the Employer's Chief of Police or designee and the employee. In the event an employee needs to earn educational credits to maintain a license or certification, which belongs to the employee, the employee will furnish the Employer in writing the number of credits earned and to which license or certification the educational credits are to be credited.

Section 5. Training: A training committee shall be established comprised of the Captain, one employee assigned to the patrol division, and one employee assigned to dispatch. The training committee shall determine and schedule all training as available, pending available funding.

Section 6. Past Practices: Employer agrees to recognize that wages will not be reduced because of this Agreement. Employer further agrees that working conditions and benefits enjoyed by employees will continue by the adoption of this Agreement, subject to budgetary limitations and analysis of departmental requirements.

Section 7. Visits by Union Representatives: Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO shall have full and free access to the premises of the Employer at any time during working hours to conduct union business, provided the representative shall notify the Employer's Chief of Police or designee of their presence.

Section 8. Supervisor's Performance of Bargaining Unit Work: No supervisory or management employee shall perform duties of a bargaining unit employee, except infrequent work of short duration due to severe emergencies to avoid accident or injury, or to maintain the health and safety of the Employer and/or the City of Laurel.

Section 9. Uniform Allowance: The Employer shall establish a Police Department Uniform Account:

- a. Purpose: The purpose of the account shall be to provide assistance to Police Officers to maintain their uniforms.
- b. Maximum limits per fiscal year:

New Hire Police Officer (first year only)	\$1,000.00
Police Officer	\$ 800.00
Animal Control/Parking Attendant	\$ 400.00
- c. All uniform allowance payments shall be due and payable at the beginning of each fiscal year. It shall be the employee(s) responsibility to purchase their required uniforms and accessories.
- d. Modification: If there is any significant uniform change mandated by the Employer, related costs shall be absorbed by the Employer.
- e. New Hire: Newly-hired employees shall receive the same uniform allowance as other employees within the first five (5) days of employment. If an employee voluntarily terminates his/her employment within one year from date of employment, the employee will have deducted from the final check the amount of the clothing allowance *he/she* received.



- g. A standard list of required uniform items and accessories will be developed by the Employer's Chief of Police or designee and approved by the City Council and posted by the Employer.

Section 10. Labor/Management Coordinating Committee: The parties agree to meet and establish a Labor/Management Coordinating Committee whose membership, meeting schedule, policies, procedures, rules and regulation shall be established by and between the Committee members.

## **ARTICLE XV – HEALTH, SAFETY AND WELFARE**

Section 1. Workers' Compensation Insurance: Employer shall maintain Workers' Compensation Insurance on all employees. Each employee must, within twenty-four (24) hours, verbally if physically possible, or seventy-two (72) hours of the accident, report in writing to the Employer any personal injuries received in the course of employment. Each employee must give notification to their immediate supervisor during the work shift, except in cases of emergency and if the supervisor is not accessible when the injury occurs. Failure to do so may result in the loss of benefits.

Section 2. Health Insurance Plan:

The Employer shall maintain an insurance program for the employee and their dependents, substantially equivalent to the existing program and available through the selected insurance company as previously approved by the Insurance Committee and Management, with the following contribution limitations, unless increased by the City:

Employee Only	\$ 823.87/month
Employee/child(ren)	\$ 823.87/month
Employee/spouse	\$1100.00/month
Employee/family	\$1100.00/month

The Employer shall adjust the Employee only and Employee/Child(ren) contribution yearly as the premium increases up to the \$1,100/month maximum. The Employee only and Employee/Child(ren) contributions shall remain the same as an Employee only contribution, which includes health, dental and vision coverage. The Employee/Child(ren) rate may be used in any combination of health/dental/vision or only health insurance if employee desires.

The parties agree that an insurance committee shall be created, with fair and equitable representation for all employees of the city who are entitled to receive insurance benefits. The Insurance Committee shall review all matters of the insurance program and make recommendations to the Employer. If the Employer does not adopt the recommendations of the Insurance Committee, the matter will be returned to the Insurance Committee, with

recommendations and explanations, for further review until the Employer and the Insurance Committee reaches mutual agreement.

Section 3. First Aid Kits: The Employer shall provide and maintain first aid kits in convenient places in each work area. "Work Area" shall be determined by the Employer's Chief of Police or designee.

Section 4. Safety: Safety is everyone's business. Employer shall provide and maintain all safety gear (i.e. hard hats, crash helmets, rain gear, rubber boots, rubber gloves, and goggles) and all other equipment required by MOSHA. Each employee is to wear and/or use safety equipment furnished, or required by the Employer, including the use of seat belts, orange safety vests, hard hats, hand, eye, and body protection gear as appropriate. Employer shall issue specific guidelines in the use of safety equipment and safety practices. Failure to use safety equipment furnished and follow safety guidelines may lead to disciplinary action.

The Union, Employer, and employees shall cooperate in complying with the general safety standards and special standards as required by the State Department of Labor and Industry, MOSHA, OSHA, and the Employer's Safety Standards. MOSHA inspections – the representative from the work area being inspected may accompany the state representative on any such inspections.

No employee shall be required to perform unreasonable services that may seriously endanger his/her physical safety. Refusal by the employee, with valid and substantiated reason, will not warrant or justify suspension, dismissal, or other disciplinary action.

Section 5. Safety Committee: A union member will be included in the Safety Committee when formed.

Section 6. Unemployment Insurance: Employer shall provide all employees covered by this Agreement with Unemployment Insurance.

Section 7. Drug and Alcohol-Free Workplace: Employees are prohibited from the use, consumption, distribution, or unauthorized possession of controlled substances (illegal drugs) or alcoholic beverages while on duty; to unlawfully manufacture, distribute, dispense, possess, or use a controlled substance (illegal drugs) at the work site or in any Employer-owned vehicle, at any time in any Employer-owned vehicle; or reporting to work under the influence of illegal drugs and/or alcohol.

As a condition of employment, each employee must abide by the terms of this policy and notify the Mayor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. In the event the employee is operating in a

department funded in whole or part by a federal grant, the sponsoring agency will be notified of such conviction within ten calendar days after receiving notice of the conviction.

Discipline for any violation will be in accordance with the disciplinary procedures that may include suspension and/or termination. As an alternative to termination, the employee may be referred to available drug and alcohol abuse assistance or rehabilitation programs.

Section 8. Gym Membership: ~~The City agrees to pay the annual gym membership, up to \$300.00 per year per employee, who elect to participate in the Gym Membership program offered through the City's insurance plan. If the City's insurance plan no longer offers provisions for gym membership, the City agrees to reimburse the employee up to \$300.00 per year for gym membership. Reimbursement will only be made after the employee provides the City a gym membership receipt.~~ The City agrees to pay the annual gym or fitness center membership for each employee at the Locomotion Fitness Center to encourage employee health and wellness. If an employee elects to utilize a different fitness facility, the City agrees to reimburse the employee up to \$300.00 per year for his/her membership. Reimbursement will only be made after the employee provides the City a gym membership receipt showing he/she has in fact paid for the membership.

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Section 9. Changing Area: The Employer shall provide a designated area to be available as a changing room. Employer shall endeavor to make a shower operational if possible.

Section 10. Healthy Work Environment: A healthy work environment shall be provided to all employees. The Union must notify the Employer's Chief of Police or designee of any unhealthy work environment. The unhealthy work environment must be corrected by the Employer's Chief of Police or designee.

## ARTICLE XVI – JOB POSTING

Section 1. When a new position is created or a vacancy occurs in any existing position listed under Addendum "A", Employee Classification Program, the Employer shall prepare and furnish to the union secretary and post in places to be agreed upon by the Employer and the Union stating, among other things: location and title of position to be filled, a listing of the essential job functions, principal duties, minimum qualifications, hours of work, assigned days of rest, salary range of the position, whether the position is a regular established position or temporary (if temporary, how long it is probable that the position will continue), the starting date of the assignment; last day when applications will be received and accepted, and to whom the applications shall be filed.

- a. When a vacancy or newly created position is posted when an employee is on vacation, sick leave, or any approved leave, the employee has two (2) working days to bid for such position after he/she returns to work.

- b. If a position is vacant due to an employee bidding another position in the Employer, the position vacated will be bid as temporary or left vacant until the previous employee has completed his/her probationary period or posted as vacant.
- c. Employer shall post such vacancies in all departments for a period of no less than five (5) working days.
- d. An employee who bids into a new position may not bid into another position until he/she completes his/her probationary period, unless agreed by the Union and the Employer that such action is in the best interest of the Employer.
  - (1) Exception: If no employee bids a position, the employee who is serving the probationary period may bid for the position within three (3) working days after the closing date of the bid;
  - (2) Exception: If an employee is disqualified by the Employer from his/her position during his/her probationary period and reverts back to the originally-held position, such employee may then bid other jobs; and
  - (3) If more than one employee bids, the procedure for awarding will be the same as for bidding a position.
- e. If no qualified employee bids on a posted position, Employer may search outside its current employees for an applicant to fill such position.
- f. Employer shall not bid a vacated position where an employee will be first assigned as temporary and then regular full-time position unless the Employer is prepared to fill the fully-funded position within two (2) weeks of the closing date of the final bid. No employee shall be awarded such a position and be held in his/her old position for a period that exceeds two (2) working weeks.

Section 2. The filling of any vacancy through promotion shall be done so in accordance with Article captioned "Seniority" of this Agreement. Any salary adjustments shall be made in accordance with Addendum "B".

Section 3. When a senior employee, who has applied for a bulletin position, is not assigned the position, he/she shall upon request, be entitled to be advised in writing the reason he/she did not receive the assignment. If not satisfied with the reason stated, he/she may invoke the grievance procedure as outlined in this Agreement.

Section 4. During the employee's probation period, the employee has the right to revert back his/her previously held position within the first 30 days of the 12-month probationary period.

Section 5. Prior to opening any city employment position to the public, members of Local 303 will be allowed to bid the position. The applying member must meet the “minimum requirements” as stated by the city. The employee must understand that “overtime” may be required for the position.

## **ARTICLE XVII – DISCIPLINE**

Section 1. Penalties for violations of Policy are outlined in Addendum “D” to this Agreement.

Section 2. If the Employer determines at any time during an employee’s initial twelve (12) month employment probationary period that the service of the probationary employee is unsatisfactory, the employee may be discharged upon written notice from the Employer without recourse through the grievance procedures.

## **ARTICLE XVIII – GRIEVANCE PROCEDURE**

Section 1. Definitions:

“Grievance” is defined as an employee’s alleged violation of a specific term of this Agreement or an employee’s dispute regarding an interpretation of the Agreement.

“Grievant” shall mean a bargaining unit employee (“Employee”), Union Member, member or Employer.

“Union” shall mean the Local 303, American Federation of State, County and Municipal Employees, AFL-CIO.

Section 2. Agreement and Purposes. Employer and the Union agree that there shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

It is the desire of the Employer and the Union to address grievances informally; both parties commit themselves to make every effort to resolve problems when they arise. Direct communications and discussion should result in a full disclosure of acts and a fair and speedy resolution to most complaints arising out of day-to-day operations. If the grievance is not resolved informally, the following procedure will apply.

Each grievance will be submitted separately except when the Employer and Union mutually agree to have more than one grievance handled in one procedure.

Grievances by the Employer, should they occur as a result of official Union activities or actions, shall be presented directly by the City's Chief Administrative Officer or Mayor to the Union President within fifteen (15) calendar days of the date upon which he/she became aware of the situation prompting the grievance. The Union President shall provide a written answer within fifteen (15) days. If the grievance is not resolved, the following procedures will apply.

**Section 3.** Procedures. The following procedures shall be used by a Grievant when seeking relief of his/her Grievance under this Agreement.

A Grievance not filed or advanced by the Grievant within the time limits provided in this section shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of either party to answer within the time limits set forth in this grievance procedure entitles the grievant to advance the grievance to the next step.

#### **Step 1. Chief of Police**

A Grievant who believes he/she has a grievance shall file a written grievance within a period of fifteen (15) calendar days after the occurrence giving rise to the grievance or after the failure to informally resolve the grievance. The grievance shall be reduced to writing in the form of a petition indicating the specific term(s) of this Agreement violated or misinterpreted, facts supportive of the grievance, and the specific relief sought. The written grievance shall be filed with the Chief of Police. The Chief of Police shall meet with the Grievant and issue a written decision and disposition of the grievance within fifteen (15) calendar days of the meeting.

#### **Step 2. Union Member Grievance Presentation to the Union**

If the Grievant is not satisfied with the decision and disposition through Step 1, the Grievant shall submit the grievance petition to the Union within five (5) calendar days' receipt of the Chief of Police's written decision and disposition of the grievance issued pursuant to Step 1. The Union shall have fifteen (15) calendar days to provide a response to the Union Member. If the Union determines no basis for the grievance exists, no further action on the part of the Union is necessary since the grievance shall be considered null and void. If the Union determines, by a majority vote of the members present at a posted meeting, that a valid grievance exists, the grievance shall proceed to Step 3.

**Step 3. Appeal to the City's Chief Administrative Officer and Mayor**

If the grievance remains unresolved and the Union determines a valid grievance exists pursuant to Step 2, the Union shall have fifteen (15) calendar days after the Union's decision in Step 2, for an appeal of the Chief of Police's decision to the CAO and/or Mayor. The CAO and/or Mayor shall issue a written decision on the grievance within fifteen (15) calendar days.

**Step 4. Appeal to the Grievance Committee**

- a. The Union and Employer shall utilize a Grievance Committee as provided herein for Appeals of decisions rendered pursuant to Step 3. The Grievance Committee shall constitute three members. The Members must include a duly appointed and serving member of the City's Police Commission, a Union Member, and an Employer representative. The Grievance Committee for each grievance shall be formed and selected by random name draw. The Union and Employer shall provide each other the names of at least three representatives who are willing to serve on the Grievance Committee by January 1 of each year. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.
- b. The Union President and City's Chief Administrative Officer shall meet and form the Grievance Committee by random draw five working days after Step 4 is initiated. The Grievance Committee shall convene within ten (10) days and shall conduct a hearing where the Union and Employer may present their arguments and any documentary evidence as part of the record. The Grievance Committee shall render a decision within fifteen (15) days after the hearing. The Grievance Committee decision is final unless the Union or Employer elects to proceed to Step 5.

**Step 5. Arbitration**

- a. The Union and the Employer agree to submit to arbitration any grievance which has not been resolved through the above-enumerated grievance steps and procedures, provided it is submitted within ten (10) calendar days following the decision of the Grievance Committee. The Union or

the Employer shall notify the other party in writing that the matter is to be submitted for Arbitration.

- b. The arbitrator shall be selected by mutual agreement. If a selection is not possible, the Union and Employer shall jointly request a list of five (5) names from the Montana Board of Personnel Appeals. The parties shall, within ten (10) business days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the selected arbitrator. The arbitrator selected will be contacted immediately and asked to start proceedings at the earliest possible date.
- c. If requested by a party or ordered by the arbitrator, a hearing shall be scheduled by the arbitrator in consultation with the Employer and the Union. The arbitrator shall issue a decision within 30 calendar day after the conclusion of the proceedings, including filing of briefs, if any. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no authority to extend, alter or modify this Agreement or its terms, nor imply any restriction or burden against either party that has not been assumed in the Agreement.
- d. It is mutually agreed that representatives of the Employer and the Union are the only proper parties to the arbitration proceedings, and the proceedings shall not be open to the public unless required to be an open meeting pursuant to law.
- e. The Employer and the Union shall each bear their own fees and expenses incurred through the arbitration, and the two parties shall share equally the cost of the arbitrator.
- f. The time limits, as specified, may be extended by mutual written consent of the parties.
- g. The Union agrees, in consideration to the arbitration process outlined herein and in accordance with §39-31-501 MCA, that upon consummation and during the term of this Agreement, no police officer shall strike or recognize a picket line of any labor organization while in the performance of his/her official duties.

#### **ARTICLE XIX – SAVINGS CLAUSE**

Should any article, section, or portion thereof, of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof. Any city ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.



**ARTICLE XX – TERMS, AMENDMENTS, AND MODIFICATIONS OF THE AGREEMENT**

Section 1. The provisions of this Agreement shall be effective July 1, 2021 and will remain in full force and effect until June 30, 2024. This Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other, not later than sixty (60) days prior to its termination date, that it desires to make changes. In the event changes are desired, the parties shall seek forthwith to arrange a meeting for the purpose of negotiating changes and shall remain in full force and effect until negotiations are concluded.

Negotiations shall begin no later than thirty (30) days prior to the anniversary date of this Agreement.

Section 2. Neither party to the Agreement shall make unilateral changes in the terms of the basic Agreement, pending the settlement of the outstanding differences through mutually agreeable procedures.

**In Witness Whereby:** The parties, acting by and through their respective and duly authorized officers and representatives, have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2021.

For the City of Laurel:

For the American Federation of State, County  
and Municipal Employees, AFL- CIO

Mayor

President, Local #303

City Clerk-Treasurer

Local #303 Negotiation Committee

Chief Administrative Officer

Local #303 Negotiation Committee

City Negotiation Committee

Local #303 Negotiation Committee

City Negotiation Committee

Local #303 Negotiation Committee

City Negotiation Committee

Field Representative  
Montana Council #9, AFSCME, AFL-CIO

**CLASSIFICATION APPEAL**

A classification appeal system shall be developed for the purpose of permitting employees covered by this Agreement, within the same classification to appeal for an upgrade of the entire classification due to additional work duties, responsibilities, or changing work conditions within that classification.

A committee shall be established comprising three members of the City Council, three bargaining unit members, and the City Clerk-Treasurer. This committee will meet to discuss such an appeal no later than thirty (30) days after such appeal is filed with the Mayor.

The committee shall hear testimony, examine documents and other pertinent materials and make their decision and recommendation to the City Council within forty-five (45) days of the Mayor's receipt of the appeal.

The City Council's decision shall be reported to the Committee at the next regular Council meeting.

All documentation, recommendations, and decisions shall be in writing.

**ADDENDUM "A"  
CLASSIFICATION**

GRADE	CLASSIFICATION
1	
2	Animal Control/Parking Attendant (Vacant – Grade and salary to be negotiated when filled through future negotiation)
3	<b>Communications Officer I</b>
4	<b>Communications Officer II</b>
5	<b>Communications Officer III</b>
6	<b>Police Officer, Patrolman</b>
7	<b>Police Officer, Senior Patrolman</b>
8	<b>Police Officer, Master Patrolman</b>
9	

**ADDENDUM "B"**  
**WAGES**

1. Effective July 1, 2021 each bargaining unit employee shall receive a two percent (2%) increase to their current base rate: police officers - 2%, dispatchers - 2%
2. Effective July 1, 2022 each bargaining unit employee shall receive a two percent (2%) increase to their current base rate: police officers - 2%, dispatchers - 2%
3. Effective July 1, 2023 each bargaining unit employee shall receive a three percent (~~3~~%) increase to their current base rate: police officers - 3%, dispatchers - 3%
4. This contract will remain in effect until June 30, 2024 at which time it will be renegotiated under the terms of this Agreement
5. The Employer shall compensate a newly hired employee one-dollar (\$1.00) per hour below that of the base rate for his/her classification grade for the first twelve (12) months of employment. After employee's successful completion of his/her twelve (12) month probation period, the Employer shall compensate employee in accordance with the position's pay schedule.

6. Employees will receive differential pay of seventy-five cents (\$.75) per hour for the afternoon shift and one dollar (\$1.00) per hour for the night shift in addition to any other compensation.

Afternoon shift shall be hours between 3 p.m. and 11 p.m. Night shift shall be hours between 11 p.m. and 7 a.m.

7. When an employee is temporarily assigned to a higher grade, the employee shall receive the wage rate of the step of the higher grade corresponding to his/her current step for each hour worked in the higher grade, provided however, that if such employee works four (4) hours or more in the higher grade in the same shift. The employee shall receive the higher rate of pay for the full shift.

**ADDENDUM "B" (continued)**

Grade	Position	7/01/ <del>2148</del>	7/01/ <del>2249</del>	7/01/ <del>230</del>
		To 6/30/ <del>2249</del>	To 6/30/ <del>230</del>	To 6/30/ <del>244</del>
1				
2	Animal Control/Parking Attendant (Vacant – Grade and salary to be negotiated when filled through future negotiations)			
3	Communications Officer I	<del>\$21.80</del> 20.54/hr	<del>\$22.24</del> 20.95/hr	<del>\$22.91</del> 21.37/hr
4	Communications Officer II	<del>\$22.88</del> 21.56/hr	<del>\$23.34</del> 21.99/hr	<del>\$24.04</del> 22.43/hr
5	Communications Officer III	<del>\$24.18</del> 22.79/hr	<del>\$24.66</del> 23.24/hr	<del>\$25.40</del> 23.74/hr
6	Police Officer, Patrolman	<del>\$24.59</del> 23.17/hr	<del>\$25.08</del> 23.64/hr	<del>\$25.83</del> 24.14/hr
7	Police Officer, Senior Patrolman	<del>\$25.67</del> 24.19/hr	<del>\$26.18</del> 24.68/hr	<del>\$26.97</del> 25.17/hr
8	Police Officer, Master Patrolman	<del>\$27.30</del> 25.72/hr	<del>\$27.85</del> 26.24/hr	<del>\$28.69</del> 26.76/hr
9				

A. Senior Patrolman is \$1.00 per hour over Patrolman's base wage. Master Patrolman is \$2.50 per hour over Patrolman's base wage.

B. Communication Officer II is \$1.00 per hour over Communication Officer I base wage. Communication Officer III is \$2.20 per hour over Communication Officers I base wage.

**ADDENDUM "C"**  
**LONGEVITY**

1. Longevity Defined: Longevity means an employee's length of continuous loyal and faithful service with the Employer, irrespective of classification and/or assignment.

The number of years of longevity shall be computed from the date the employee started continuous employment with the City of Laurel. This date shall be called "date of hire". Longevity raises shall be computed from the first day of the monthly pay period following the employee's date of hire. In the event an employee has a break in service greater than 90 calendar days, and returns to employment with the City of Laurel, said employee will be given a new "date of hire" for longevity purposes.

Longevity pay will be computed as follows:

\$7.75 per month for each year of service.

**ADDENDUM “D” DISCIPLINARY ACTIONS**  
Maximum Penalties Noted for 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Offense

		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
2.1	Bringing or using unauthorized alcohol or illegal drugs on City property or work place during working hours	Dismissal		
2.2	Reporting to work intoxicated from alcohol or other drugs	Referral for diagnosis and treatment	Suspension or Dismissal	
2.3	False statement on application	Dismissal		
2.4	Stealing from fellow employees or the City	Dismissal		
2.5	Refusal to do work assigned	Dismissal		
2.6	Punching another employee’s time card	Dismissal		
2.7	Intentionally reporting incorrect production or falsifying records	Dismissal		
2.8	Abusive or threatening language to any supervisor or to any employee	Written reprimand	3-day suspension	Dismissal
2.9	Willful destruction or defacing City property	Dismissal		
2.10	Fighting on City property	3-day suspension	Dismissal	
2.11	Failure to report to your supervisor any accident you have while at work within current working shift	Written reprimand	3-day suspension	Dismissal
2.12	Horseplay	Written reprimand	3-day suspension	Dismissal
2.13	Unauthorized use of equipment or property	Written reprimand	3-day suspension	Dismissal
2.14	Leaving the work assignment during working hours without permission	Written reprimand	3-day suspension	Dismissal
2.15	Disregarding starting and quitting time for shifts and rest periods	Written reprimand	3-day suspension	Dismissal
2.16	Unexcused absence or persistent absenteeism	Written reprimand	3-day suspension	Dismissal
2.17	Abuse of sick leave policy	Written reprimand	3-day suspension	Dismissal
2.18	Absent for 3 days without notice	Dismissal		
2.19	Substandard quality of work	Written reprimand	3-day suspension	Dismissal
2.20	Disobeying safety regulations	Written reprimand	3-day suspension	Dismissal
2.21	Failing to notify your supervisor that you will be absent from work that day	Written reprimand	3-day suspension	Dismissal
2.22	Sleeping on duty	Written reprimand	Dismissal	
2.23	Failure to drive City vehicles in a safe manner	Written reprimand	3-day suspension	Dismissal
2.24	Discourteous or degrading service to citizens of the City	Written reprimand	3-day suspension	Dismissal
2.25	Insubordination	Dismissal		
2.26	Unauthorized distribution of written printed material of any description	Written reprimand	3-day suspension	Dismissal
2.27	Unauthorized solicitation or sales on premises	Written reprimand	3-day suspension	Dismissal
2.28	Willful violation of written rules, regulations policies or directives	Written reprimand	3-day suspension	Dismissal
2.29	Conviction of a felony	Dismissal		



2.30	Receiving 3 reprimand letters in 9 months	Dismissal		
2.31	Receiving 3 suspensions within 9 months	Dismissal		
2.32	Willful violation of any federal, state or local laws, excluding traffic	Dismissal		
2.33	Any employee required to have a valid driver's license or CDL – conviction of DUI and failure to obtain a work permit	Dismissal		
2.34	Any employee required to have a valid driver's license or CDL and they fail to maintain insurability	Dismissal		
2.35	Failure to follow 49CFR Part 382 of Omnibus Transportation Employee Testing Act of 1991 and the DOT policies for CDL drivers	See specific Act for discipline required		
2.36	Sexual harassment or other unwelcome behavior of another employee or other person	Suspension or dismissal	Dismissal	
2.37	Unauthorized possession of firearms on City property	Dismissal		
2.38	Failure to report off-duty misconduct. All Employees shall report off-duty conduct that results in charges being filed against him/her. At a minimum, an Employee must report the name of the Agency involved, the date of the incident, and the reason the Agency responded. An Employee is deemed to have failed to report and violated this section if he/she fails to report the incident to his/her supervisor within two working days after he/she returns to work.	Dismissal		

1. Employees are encouraged to report off-duty conduct that results in official contact or interaction with a law enforcement agency.
2. Employees, after completing their initial twelve (12) month probationary period, shall not be discharged except for just cause.
3. In all cases of suspension or discharge, the employee must be presented with a dated written statement outlining the reason for such action.
4. As noted, the preceding are maximum penalties, and circumstances will be considered in actual determination of penalties.

The foregoing enumeration of rules covering discipline and dismissal is primarily presented here by way of illustration and shall not exclude the Employer's right to discipline or dismiss employees for other just causes.

**ADDENDUM “E”**  
**POLICE OFFICER STEP SYSTEM**  
**COMMUNICATIONS OFFICER STEP SYSTEM**

For purposes of pay, Laurel Police Officers and Laurel Communications Officers must possess the below listed education and experience in order to receive pay in accordance with the STEP System. All STEP requirements shall be in accordance with the Montana Law Enforcement Academy (MLEA) certification standards.

Implementation of the MLEA standards

Officers and Communications Officers shall not be reduced in STEP if they do not currently possess the necessary requirements for their current STEP. Officers and Communications Officers shall remain in their current STEP until such a time they obtain the necessary requirements for advancement.

Patrol Officer: A Patrol Officer must possess a Basic MLEA Certificate.

Senior Patrol Officer: A Senior Patrol Officer must possess a MLEA Intermediate Certificate.

Master Patrol Officer: A Master Patrol Officer must possess a MLEA Advanced Certificate.

Communications Officer I: Must possess a MLEA Basic Certificate

Communications Officer II: Must possess a MLEA Intermediate Certificate

Communications Officer III: Must possess a MLEA Advanced Certificate

Employer agrees to reasonably provide educational opportunities for its police officers and communications officers to obtain the educational hours necessary to help them achieve the requisite educational hours for Senior Patrol and Master Patrol Officers, and Communications Officer II and Communications Officer III

**ADDENDUM "F"**  
**POLICE/DISPATCH RETENTION SYSTEM**

Years of Service = \$.05/hour Increase beginning 2<sup>nd</sup> year of employment  
\$.10/hour increase beginning year 11-15 and then returns to \$.05/hour.

Years	Increase/Hour	Yearly Increase
1	\$ .00	\$ .00
2	\$ .05	\$ 104.00
3	\$ .10	\$ 208.00
4	\$ .15	\$ 312.00
5	\$ .20	\$ 416.00
6	\$ .25	\$ 520.00
7	\$ .30	\$ 624.00
8	\$ .35	\$ 728.00
9	\$ .40	\$ 832.00
10	\$ .45	\$ 936.00
11	\$ .55	\$1,144.00
12	\$ .65	\$1,352.00
13	\$ .75	\$1,560.00
14	\$ .85	\$1,768.00
15	\$ .95	\$1,976.00
16	\$ 1.00	\$2,080.00
17	\$ 1.05	\$2,184.00
18	\$ 1.10	\$2,288.00
19	\$ 1.15	\$2,392.00
20	\$ 1.20	\$2,496.00
21	\$ 1.25	\$2,600.00
22	\$ 1.30	\$2,704.00
23	\$ 1.35	\$2,808.00
24	\$ 1.40	\$2,912.00
25	\$ 1.45	\$3,016.00

Amounts will not compound. This is for all 303 Members. This amount is based on work year of 2080 hours/year. Yearly amount will depend on regular hours worked. This no cap on years of service.



Council handout

- 1) 3-year contract to run July 1 2021 to June 30 2024.
- 2) Detectives pay – removed language “for city cases” from contract – any member assigned to the Detective position will now receive the \$1.00 per hour as incentive pay. “b. Detectives – Union members who are assigned to the detective division **for city cases** will receive an additional one dollar (\$1.00) per hour as incentive pay for these additional responsibilities.”
- 3) Sergeants pay - c. **Sergeant – Union members who are assigned to the Sergeant position will receive an additional one dollar and fifty cents (\$1.50) per hour as incentive pay for these additional responsibilities.**
- 4) Canine pay – d. **Canine Officer – Union members who are assigned to the Canine position will receive a three hundred and fifty dollar (\$350) monthly stipend as incentive pay for the additional responsibilities associated with having a dog.**
- 5) TAC/Assistant TAC - e. **Terminal Agency Coordinator (TAC) – Union members who are assigned to the Assistant TAC position will receive an additional one dollar (\$1.00) per hour as incentive pay for these additional responsibilities. The Union member who is assigned to the TAC position will receive an additional one dollar and fifty cents (\$1.50) per hour as incentive pay for these additional responsibilities. (For fiscal year 21/22 Assistant TAC will receive incentive pay of fifty (.50) cents per hour and TAC will receive seventy-five (.75) cents per hour and for Fiscal year 22/23 Assistant TAC will receive an additional fifty (.50) cents per hour and TAC will receive an additional seventy-five (.75) cents per hour, in addition to the overall percentage wage increase.)**
- 6) Bereavement leave – language shored up to reflect - Upon the death of a member of the employee’s immediate family, an employee may be granted up to three (3) working days off with pay **for the employee’s work period, not to exceed 24 hours for each death.**
- 7) Shift Bid language - b. **~~Police officers and Dispatchers~~ shall bid for shifts three times each year and shall begin on the first Monday **of a new pay week** in the months of January, June and September. Police Officers shall bid shifts three times each year and shall begin on the first Monday of a new pay week in the month of January. Shift bids for the months of May/June and August/September shall be on the first Monday of a new pay week to coincide with the beginning and ending of the school year (Shift bids will coincide with the vacation request. Each employee will have five (5) calendar days**

to complete their request at which time it will proceed to the next employee in order of seniority

Language was also added to reflect possibility of part time personnel in the parking/animal control –

g. The work period for part-time personnel shall be assigned as needed by the Employer's Chief of Police or designee.

8) Gym Membership - Section 8. Gym Membership: ~~The City agrees to pay the annual gym membership, up to \$300.00 per year per employee, who elect to participate in the Gym Membership program offered through the City's insurance plan. If the City's insurance plan no longer offers provisions for gym membership, the City agrees to reimburse the employee up to \$300.00 per year for gym membership. Reimbursement will only be made after the employee provides the City a gym membership receipt.~~ **The City agrees to pay the annual gym or fitness center membership for each employee at the Locomotion Fitness Center to encourage employee health and wellness. If an employee elects to utilize a different fitness facility, the City agrees to reimburse the employee up to \$300.00 per year for his/her membership. Reimbursement will only be made after the employee provides the City a gym membership receipt showing he/she has in fact paid for the membership.**

9) WAGES – 3-year contract increases are year 1 and 2 - 2% and year 3 - 3%

2% to base Year 21/22

2% to base Year 22/23

3% to base Year 23/24

**File Attachments for Item:**

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Request A Traffic Study For A Portion Of West Main Street Within The City Of Laurel.

**RESOLUTION NO. R21 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
REQUEST A TRAFFIC STUDY FOR A PORTION OF  
WEST MAIN STREET WITHIN THE CITY OF LAUREL.**

WHEREAS, City Staff has recommended the Mayor and City Council consider requesting a traffic study on West Main Street, from the intersection of 4<sup>th</sup> Avenue to the 900 Block of West Main Street to determine if a lower speed limit is appropriate as well as installing a four way stop at West Main Street and 5<sup>th</sup> Avenue due to high traffic volume at the intersection; and

WHEREAS, the Mayor met with Staff and determined that a traffic study is appropriate and necessary due to the City's growth and increased traffic in the areas identified by Staff; and

WHEREAS, based on the recommendations of the City Staff and Mayor, the City Council has determined requesting a traffic study for the area identified herein is in the City's best interest at this time.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is hereby requested and authorized to submit a written request to the Montana Department of Transportation ("MDOT") on the City's behalf, requesting a traffic study that is consistent with the recommendations from City Staff which are attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2021,  
by Council Member \_\_\_\_\_.

Introduced at a regular meeting of the City Council on April \_\_\_\_, 2021 by Council  
Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this  
\_\_ day of \_\_\_\_\_, 2020.

APPROVED BY THE MAYOR this \_\_\_\_ day of April, 2021.

CITY OF LAUREL

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

ATTEST:

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



APPROVED AS TO FORM:

---

Sam S. 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

January 13, 2021

Regarding the Need for a Traffic/Speed Study at the Intersection of West Main Street and 5<sup>th</sup> Avenue.

Mr. Mayor and City Council,

I would like to have City Council discuss approving the submittal of a letter to MDT to study the intersection of West Main Street and 5<sup>th</sup> Avenue. Chief Langve contacted me in the fall to discuss the need for a traffic and/or speed study at the intersection of West Main Street and 5<sup>th</sup> Avenue. Increased development on the western edge of Laurel and the recent opening of the West Laurel Interchange will bring increased traffic volume into the city. He would like to see some sort of traffic/speed mitigation to handle the steady increase in traffic in that area.

Chief Langve and I would like to see this intersection studied by MDT. MDT can conduct a traffic/speed study of the situation after receiving a letter from the City Council officially stating the request. I would be happy to draft the text of a letter to provide to MDT on behalf of the City Council. I have also provided Chief Langve's letter on the situation. Please let me know if you have any questions about this request. Thank you for your time.

Regards,

Nicholas Altonaga, CFM

A handwritten signature in black ink, appearing to read 'N. Altonaga', written in a cursive style.

Planning Director



# **LAUREL POLICE DEPARTMENT**

215 West 1<sup>st</sup> Street, Laurel, MT 59044 Phone: 406-628-8737 Fax: 406-628-4641

**Chief of Police Stanley J Langve**

September 30, 2020

To whom it may concern,

I am writing regarding traffic concerns on West Main Street in Laurel, MT. Currently the speed limit increases from 25 MPH to 35 MPH as you are west bound on West Main Street near the intersection with 4<sup>th</sup> Avenue. It then increases to 45 MPH around the 900 Block of West Main Street.

I am a lifelong resident of Laurel and this has been the speed limit configuration for as long as I can recall. Both as a resident and a Police Officer, I have noticed many changes in Laurel over the decades. The City of Laurel is growing as is the area surrounding Laurel. This has meant an increase in businesses, population density, and vehicle traffic. I have long believed that the 35 MPH speed limit from 4<sup>th</sup> Avenue to the 900 block of West Main Street was too fast and should be reduced to 25 MPH out to the west of Wood's Powr -Grip. With the recent improvements of the West Laurel interchange there will be significant increases to vehicle traffic and development to the west side of Laurel. In my opinion, this is a change that is decades overdue.

I also support a study to determine the feasibility of making the intersection of West Main Street and 5<sup>th</sup> Avenue a 4-way stop. There is significant traffic that uses the 5<sup>th</sup> Avenue crossing due to refinery traffic and the Laurel South School. With West Main being a through street, it creates a significant hazard with vehicles and school busses attempting to navigate the increased traffic flow aggravated by the 35 MPH speed zone. A 4-way stop would help traffic getting onto and leaving south 5<sup>th</sup> Avenue. It would also greatly increase the safety of bicyclists and pedestrians attempting to cross West Main Street.

These two easily implemented and inexpensive measures could be put into place quickly and greatly increase the safety of our motoring, bicycling, and pedestrian public.

Respectfully,

Chief Stanley J. Langve

**File Attachments for Item:**

6. Resolution - A Resolution Of The City Council Granting A Variance From The City's Zoning Ordinance To Disregard The Bufferyard Requirement, Sight-Obscuring Fence Requirement And Building Design Standards On A Parcel Of Property Located On East Railroad Street.

**RESOLUTION NO. R21-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL GRANTING A VARIANCE FROM THE CITY'S ZONING ORDINANCE TO DISREGARD THE BUFFERYARD REQUIREMENT, SIGHT-OBSCURING FENCE REQUIREMENT AND BUILDING DESIGN STANDARDS ON A PARCEL OF PROPERTY LOCATED ON EAST RAILROAD STREET.**

WHEREAS, the property located on East Railroad Street (as further described herein) is currently zoned Highway Commercial and is within the Community Entryway District and SE 4<sup>th</sup> Street Overlay District pursuant to 17.26 and 17.27 of the Laurel Municipal Code ("LMC"); and

WHEREAS, such zoning provides that all buildings must be completed on all sides, roofs shall be finished with material that is architecturally compatible in color and design with the construction of the building, must conform to specific façade requirements, include sight-obscuring fencing, and bufferyards that meet specific requirements of the City; and

WHEREAS, on January 28, 2021, the property owner, by and through its agent, prepared and filed a Variance Request Application seeking a variance from the zoning requirements for the property at issue as provided in his application which is part of the record in this proceeding; and

WHEREAS, the Laurel City-County Planning Board acting as the City's Zoning Commission held a public hearing on the variance request on March 17, 2021 at 5:35 pm. The Zoning Commission received public comments generally supporting the requested variance and no opposition specific to the requested variances; and

WHEREAS, the Zoning Commission's record and decision is contained in the City-County Planning Board meeting minutes which are incorporated as part of this resolution as well as all documents submitted into the record; and

WHEREAS, the Zoning Commission considered all of the documentary evidence in the record along with the testimony presented at the public hearing, and recommends the approval of the requested variances, subject to the conditions recommended by Staff as follows:

1. The proposed fencing shall be black six (6) foot high chain link fencing, securely affixed and/or anchored.
2. The proposed fencing shall not become an eye sore by way of a lack of regular maintenance and/or repair.
3. Ensure dust and gravel control measures are in place to keep road debris off of public right of way.
4. The lot and landscaping must be kept free of weeds as per the City of Laurel Weed Management Plan.
5. The development shall comply with the requirements of the Laurel Sign Code.

WHEREAS, the City Council held a public hearing concerning this matter on April 13, 2021.

WHEREAS, based on the evidence contained in the record, including the Zoning Commission's File, 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 owner's request for a variance is hereby approved for the property located at East Railroad Street further described as follows:

ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 1B, AMD BLK 1  
LT 1 (17) , Yellowstone County, Montana

BE IT FURTHER RESOLVED, pursuant to the variance, the Property Owner may disregard the bufferyard requirement, sight-obscuring fence requirement, and building design standards for the property described herein; and

BE IT RESOLVED, that the variance is approved subject to the following conditions:

1. The proposed fencing shall be black six (6) foot high chain link fencing, securely affixed and/or anchored.
2. The proposed fencing shall not become an eye sore by way of a lack of regular maintenance and/or repair.
3. Ensure dust and gravel control measures are in place to keep road debris off of public right of way.
4. The lot and landscaping must be kept free of weeds as per the City of Laurel Weed Management Plan.
5. The development shall comply with the requirements of the Laurel Sign Code.

Introduced at a regular meeting of the City Council on April \_\_\_\_, 2021 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED BY THE MAYOR this \_\_\_\_ day of April, 2021.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



**AGENDA  
CITY OF LAUREL  
CITY/COUNTY PLANNING BOARD  
WEDNESDAY, MARCH 17, 2021  
5:35 PM  
CITY COUNCIL CHAMBERS**

**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.*

1. Roll Call

The Chair called the meeting to order at 5:45pm

John Klasna  
Roger  
Evan Bruce  
Dan Koch  
Judy Goldsby  
Nick Altonaga (City of Laurel)  
Gavin Williams (arrived at 5:45pm)

**General Items**

2. Meeting Minutes: February 17, 2021

The Chair presented the minutes from the meeting on February 17, 2021.

Dan Motioned to accept the minutes from February 17, 2021 meeting.  
Jon Seconded.  
Motion Carried.

**New Business**

3. Public Hearing: EBY Trailers Variance (E. Railroad St.)

The Planning Director presented the details of the staff report.

Judy questioned where the exact location of the development was. The Planning Director explained that it was located towards the end of E. Railroad street, adjacent to other recent developments.

The Chair Called for Proponents

Chuck Henricks, EEC Engineering  
720 Well West Lane, Billings, MT

The civil engineer representing the client on this application as well as previous similar applications. These are similar to the previous variances applied for. The only difference is that this project is within the SE 4<sup>th</sup> Street Overlay District and provides alternatives to that strict standard.

Rustic Modern versus traditional log and stone façade.

- The Variance for the fastener panels will only be on the east side of the building.



- Roof is architectural concealed fastener panelling, along with the rear portion.
- Bufferyard variance is self-explanatory – Sewer main line exists within the landscape bufferyard area.
- Landscaping islands – Only looking for this for the 8 employee parking spots.
- Have about 6-7x the required parking spots.

Roger: Roof type?

24 gauge

Standing seam, trapezoidal, 3inch tall.

The Chair Called for Proponents

The Chair Called for Proponents

The Chair Called for Opponents

The Chair Called for Opponents

The Chair Called for Opponents

There being none, the chair moved on to Planning Board discussion.

Jon had questions about the number of bays for trailers.

2 exterior, and additional bays inside.

Dan asked about Fire protection.

We are under the square foot requirements for fire suppression systems.

Dan called the question.

The Chair summarized the situation.

Board members discussed additional possible conditions of approval. The Planning Director will update the staff report to suit the situation.

- All applicable building and other permits shall be applied for
- The development shall comply with the sign code.

Gavin Motioned to approve the Variance for EBY Trailers with the staff conditions of approval presented in the Staff Report.

Evan Seconded.

Motion Carried.

#### 4. Public Hearing: 801 E. Main Street Zone Change

Nick presented the findings of the staff report.

The Chair called for Proponents.

Shannon Otis. 3670 Spaulding Ave, Billings, MT

- Owner of the company that owns 801 E. Main St.
- The current parking requirements limit the amount of development on the lot.

- Plan to fix the laydown on the lot in order to fix the landscaping.
- Proposing new curbing along the property.
- The current zoning limits the development due to parking. This zone change focuses on the current rehabilitation.

Roger- Entrances to the rentals? What side will they be on?

The East. Can enter from Main Street and the rear street. Hope to close up the accesses.

Dan: The property line between the car wash and the current building should be considered. That neighboring Convenience store and Car wash – Is there an agreement for shared access?

The alleyway is on the 801 E Main Property, but the owner and the neighboring owner want to keep shared access.

The Chair Called for Proponents

Dan Foos – Owner of neighboring Car Wash and Gas Station. Questions on lots. Sidewalks

- Sidewalks will be on the western edge of the property.
- Stormwater drainage is a concern.
- Can they build across

Shannon – We don't have the current plans to build on the north side.

Parking situation?

Currently will have them behind the building,

Wil utilize on-street parking on Alder

Dan Foos –

- Concerned about E. 4<sup>th</sup> Street access. No problem with on-street parking on Alder. But want to ensure access to the rear of his properties to the East.
- Pins for the driveway – They are at the centerline of the driveway. Need to be sure to

Dan: What will the parking area be composed of?

Shannon: Right now, we are planning to clean it up and put gravel down. And keep the gravel out of the street through curbing.

Dan: Greenery?

Boulevard areas will have greenery.

There are water pooling issues on-site currently.

Need to decide how the water will be channeled.

Roger: Catch basins on the property? Aren't there two on the corners of the property?

The Chair Called for Opponents

Kurt Bradley, Lives across the street. Not necessarily an opponent but wanted to provide comment.

- Dan Foos and his wife have been very good neighbors with maintenance.
- Currently down-wind from this development. Garbage dumping brings an aroma.
- The City tried to put garbage cans in the street and it did not work well.

- Placed the garbage cans on Alder. This caused stray trash to blow into his yard. We HAVE to deal with garbage pick-ups and routes. Street strength? Garbage corrals/enclosures? Have concerns about the situation due to not wanting to pick up stray trash in the front yard. What might help is to ensure that all garbage is bagged.
- Garbage collection currently – Foos property has one can on the block but many adjacent property owners drop their trash in it. Have moved the can down to Alder Avenue due to the bad road conditions. This works better for the garbage route. The cans can fill up very fast.

The Chair Called for Opponents  
 The Chair Called for Opponents

The board moved on to voting.  
 Dan called for the question.

Jon Motioned to approve the Zone Change for 801 E. Main Street with the conditions presented in the staff report.  
 Roger Seconded.  
 Motion Carried.

5. Sign Review: Jimmy John's, SE 4th Street

Nick presented the Sign permit for Jimmy Johns at the new retail location on SE 4<sup>th</sup> Street.

What side will the Drive-Thru be on?  
 East Side.

Gavin Motioned to approve the sign permit for new Jimmy John's location.  
 Jon Seconded.  
 Motion Carried.

**Old Business**

**Other Items**

6. Ongoing Projects

- Casa Linda Subdivision
- Cherry Hills Subdivision
- Golf Course Annexation and Subdivision
- Goldberg Sporting Estates
- Dyer PUD In-office.
- West Laurel Interchange Planning
- BSTF Planning Grant
- Downtown Parking Study
- Downtown Landscaping and Lighting
- Zoning Code Update

**Announcements**

7. Adjourn

8. Next Meeting: April 21, 2021

Meeting Adjourned at 6:56pm.

**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**



## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT

TO: Laurel City-County Planning Board  
FROM: Nicholas Altonaga, Planning Director  
RE: EBY Trailers – East Railroad Street Variance Request  
DATE: March 24, 2021

### DESCRIPTION OF REQUEST

A Variance Request Application was submitted by EEC Engineering for the property owner of ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 1B, AMD BLK 1 LT 1 (17), located on East Railroad Street in Laurel. Five (5) variances are being applied for to LMC Chapter 17.26 – Community Entryway Zoning District and Chapter 17.27 – SE 4<sup>th</sup> Street Overlay District. The affected property is currently not assigned an address. The parcel is zoned Highway Commercial and is within the Community Entryway Zoning District and SE 4<sup>th</sup> Street Overlay District. The applicant is requesting variances to disregard the bufferyard requirement, sight-obscuring fence requirement, and building design standards. The applicant is requesting four variances to LMC 17.26 – Community Entryway Zoning District including:

- a. 17.26.052 Development Standards Part B: Building Design Standards, Part 1,
- b. 17.26.052 Development Standards Part C: Additional Provisions for Commercial Uses,
- c. 17.26.054 Landscaping Standards part B.1: Bufferyard Requirements.
- d. 17.27.060 Building Design Requirements Part A
- e. 17.27.070 Site Design Requirements Part C.

Owner: TNL Big Sky LLC  
Legal Description: ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 1B, AMD BLK 1 LT 1 (17)  
Address: E. Railroad St.  
Parcel Size: 3.2 Acres  
Existing Land Use: Vacant Field  
Proposed Variance: Design standards and landscaping standards within the Community Entryway Zoning District and SE 4<sup>th</sup> Street Overlay District.  
Existing Zoning: Highway Commercial, Community Entryway Zoning District, SE 4<sup>th</sup> Street Overlay District

## BACKGROUND AND PROCEDURAL HISTORY

- A pre-application meeting was held in December 2021 with the Planning Director, Building Official, and Public Works Director with staff from EEC Engineering, the representatives of the owner/developer.
- The Variance Application was submitted on January 29, 2021.
- The Variance Application fee was submitted on January 29, 2021.
- A Public Hearing took place at the Planning Board / Zoning Commission meeting on March 17, 2021 to receive public comment and approve, approve with conditions, or deny the variance requests.
- The Planning Board voted to approve the Variances with the updated Staff Conditions.
- A Public Hearing is scheduled at the City Council meeting on April 13, 2021 to receive public comment and approve, approve with conditions, or deny the variance requests.

## STAFF FINDINGS

1. The variance application packet is attached and contains the application form, application cover sheet, detailed justification letter, fee receipt, a site plan, building design plans, and the public notice.

2. LMC 17.26.052 Part B states:

1. All buildings shall be completed on all sides with one of the following finishing material: brick, fluted block, colored textured block, glass, stucco, architectural concealed fastener metal panels, exterior insulation and finishing systems (i.e., Dryvit, etc.), stone or wood. Exposed seam metal buildings shall be prohibited unless covered with an acceptable finishing material.

3. LMC 17.26.052 Part C. Additional Provisions for Commercial Uses states:

1. Storage of Merchandise. Any permitted storage of merchandise outside an approved building shall be within an area enclosed with a sight obscuring fence at least six feet in height that is architecturally compatible in color and design with the building. However, promotional displays, vehicle sales lots and plant materials may be displayed outside of an approved building or enclosed area so long as they are placed appurtenant to a building wherein the business displays the bulk of its goods for sale. In addition, retail nurseries shall be exempt from the enclosure of plant materials, and displayed merchandise shall not include any used equipment. Bufferyards or required landscaping shall not be used for the displaying of merchandise.

2. LMC 17.26.054 Part B. Landscaping Standards states:

1. Bufferyard Requirements. All commercial/Industrial land uses are required to place a bufferyard (landscaping strip) adjacent to and along the length of I-90, First Avenue North, or First Avenue South on which the use fronts. Such landscaping buffer shall extend from the edge of the public right-of-way. Placement and landscaping design shall be at the discretion of the developer, and the required trees and shrubs may be clustered to enhance the view of the property from the public right-of-way as long as such uses conform with Section 17.26.052(C) of this code. A local design professional or local nursery must be consulted for assistance with the development of the landscape design. The use of native, drought-tolerant plant material is strongly encouraged. Evergreen trees are

encouraged for bufferyards, and canopy trees are encouraged for parking areas. The planting of trees should be done in such a manner as to provide maximum solar efficiency throughout the site.

- a. The developer shall have the option of one of the following three bufferyards. Bufferyard depth is measured from the property line adjacent to the public right-of-way inward. Any buffer area which overlaps another buffer area shall be subtracted from the total to avoid double counting. The number of trees and shrubs required is per one hundred feet of frontage:
    - (1) Twenty-five foot wide bufferyard: five Canopy or evergreen trees, ten Shrubs
    - (2) Twenty foot wide bufferyard: ten Canopy or evergreen trees, fifteen Shrubs
    - (3) Fifteen foot wide bufferyard: fifteen Canopy or evergreen trees, twenty Shrubs
4. LMC 17.27.060 – Building Design Standards, Part A:
    - A. Exterior materials shall be sufficiently durable to ensure stability, maintainability, and long life. The materials to achieve a rustic western appearance are required. Buildings shall be finished with a minimum 40 percent half log and/or rock accents on the front façade.
  5. LMC 17.27.070 – Site Design Requirements, Section C, which states:
    - a. Landscape islands are required at the terminal ends of all parking rows.
  6. The applicant and staff discussed 17.26.052.B.1 and the significant design and building costs and opportunity costs to future business operations if the Community Entryway Zoning District codes are fully enforced as compared to similar businesses that currently exist within the same districts. The proposed design incorporates frontage and façade details and changes in materials and textures to keep with a rustic western aesthetic.
  7. 17.26.052.C.1 requires a sight obscuring fence for businesses storing merchandise outside of an approved building. The applicant states that the facility will utilize a secure black 6' chain link fence in order to secure the site, as well as ensure full visibility of products for the travelling public.
  8. In regard to 17.26.054.B.1, there currently exists a sanitary sewer utility line running along the southern boundary of the property which would present serious future maintenance issues and conflicts with established City of Laurel Public Works standards if a bufferyard was constructed as per code.
  9. The Applicant is proposing architectural wood panels with concealed fasteners and exposed Douglas Fir Heavy Timbers as an alternative to the direct log accent requirement as stated in 17.27.060.A. It is stated that this meets the spirit, intent, and purpose of the code, and it would not affect or injure or result in injustice to others.
  10. The Applicant is seeking a variance to 17.27.070.C. solely for the parking rows designated for employees. This is a targeted variance solely on areas not accessible to the public, and not visible to the general public accessing the site. This variance has been applied to in order to not limit the potential for frequent maintenance issues and allow flexibility on-site for removing and/or relocating display trailers and equipment from the showroom and storage yard.
  11. The Highway Commercial District was established to cater to the tourist, traveler, recreationist, and general traveling public. Requirements to block highway-focused businesses from marketing merchandise goes against the stated goal of the district.

## PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

The Zoning Commission shall review and make determinations on variances through Laurel Municipal Code (LMC) Chapter 17.60.020:

- 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
- A. Ordinarily unless the applicant owned the property prior to the enactment of this title or amendment.

## RECOMMENDATIONS

The Planning Director and Planning Board / Zoning Commission recommend the approval of the variances with the following conditions of approval:

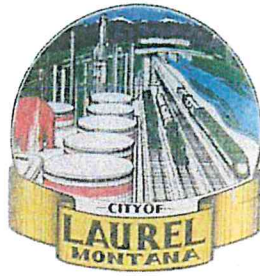
1. The proposed fencing shall be black six (6) foot high chain link fencing shall be securely affixed and/or anchored.
2. The proposed fencing shall not become an eye sore by way of a lack of maintenance and/or repair.
3. Ensure dust and gravel control measures are in place to keep road debris off of Public right of way.
4. Lot and landscaping must be kept free of weeds as per the City of Laurel Weed Management Plan.
5. The development shall comply with the requirements of the Laurel Sign Code.

## ATTACHMENTS

1. Variance Application Form
2. Variance Justification Letter
3. Overhead Map with 300ft buffer
4. Site Elevations, Design, and Concept Images
5. List of Adjacent Property Owners within 300ft.
6. LMC 17.60 – Zoning Commission



7. LMC 17.26 – Community Entryway Zoning District
8. LMC 17.27 – SE 4<sup>th</sup> Street Overlay District



## 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

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: TNL Big Sky, LLC
2. Name of Applicant if different from above: Chuck Henrichs - EEC Inc.
3. Phone number of Applicant: 406.839.9151
4. Street address and general location: Entrainment Park Sub. Block 1, Lot 1B  
E. Railroad St., Laurel, MT 59044
5. Legal description of the property: Entrainment Park Sub., S15, T02 S, R24 E, Block 1, Lot 1B,  
AMD BLK1 LT1 (17)
6. Current Zoning: Highway Commercial (HC), Entryway Zoning Districts (EZD)
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: 01/28/21

01/28/20

Laurel City-County Planning Board  
115 W. First Street  
Laurel, MT 59044

**RE: City-County Planning Variance Request: Items #1-5**

To whom it may concern,

Enclosed you will find completed, all the information required for our submittal to be considered for review and recommendation by the Laurel City-County Planning Board.

1. We met with the City Planner on 12/16/2020, to discuss this project/variance and provided a map of property owners within 300 feet of the property, see attached.
2. See attached 11x17 (Half-Scale) drawings, which includes all existing and proposed structures and proposed variance measurements. 9 sheets: C101, A.1, A.2, A.3, A.4, and four concept renderings (A.5-A.8).
3. See the provided set of three mailing labels for each surrounding property owner within the 300 feet.
4. With the following five proposed variance measures, we provide a detailed justification referring to the Laurel Municipal Code Chapter 17.60.020.
  - A. Reference Section 17.26.052 Development Standards – B. Building Design Standards which states *“All buildings shall be completed on all sides with one of the following finishing materials: ...architectural concealed fastener metal panels.”*

The material under review for this variance request is an exposed fastener vertical metal panel siding, see attached Exterior Elevations and Material Board sheets (A.2-A.4) for full scope. We are proposing the architectural concealed fastener metal panels around the public frontage/entrance section as detailed, which meet the requirements set for under the Building Design Standards. However, at the shop we are proposing an exposed fastener vertical metal panel siding that does not meet the “concealed fastener” standard, a situation very similar to the two neighboring facilities recently completed. The change in materials/texture allows the design to create a sense of hierarchy that helps to define the entrance with more detail and direct visitors. This design approach does in our view meet the spirit or intent of the standard set forth. Based on the Laurel Municipal Code Chapter 17.60.020 #5, we believe the requested variance “would be within the spirit, intent, purpose and general plan of this title” and #6 the requested variance “would not affect adversely or injure or result in injustice to others.”

01/28/20

- B. Reference Section 17.26.054 Landscaping Standards – B. Landscaping Standards which states *“1. Bufferyard Requirements. All commercial/Industrial land uses are required to place a bufferyard (landscaping strip) adjacent to and along the length of I-90...”* Furthermore, it states *“...The number of trees and shrubs required per one hundred feet of frontage: (2) Twenty foot wide bufferyard: ten Canopy or evergreen trees, fifteen Shrubs...”*

The material under review for this variance request item is a proposed 20'-0" Bufferyard that meets the landscaping standard, however, does not provide the required 10 trees or fifteen shrubs per one hundred feet of frontage, see attached Site Plan sheet C101 for full scope. We have taken this direction after meeting with the City on a few recent projects, with the realization that there is an existing Sanitary Sewer line that runs directly under the bufferyard, the full extent of frontage on this property. It was clear that the City was not in favor of putting trees nor shrubs directly above this existing line, under any circumstance. We feel the same, it would be a design flaw and future maintenance issue. Please note, we do not intend to utilize this bufferyard area in any way for our stormwater detention. Based on the Laurel Municipal Code Chapter 17.60.020, we believe the requested variance meets requirement #2 “Unless the grant relates to a condition or situation special and peculiar to the applicant;” the existing location of the Sanitary Sewer line running directly under the bufferyard creates that special situation/condition.

- C. Reference Section 17.26.052 Development Standards – B. Additional Provisions for Commercial Uses, which states *“1. Storage of Merchandise. Any permitted storage of merchandise outside an approved building shall be within an area enclosed with a sight obscuring fence at least six feet in height that is architecturally compatible in color and design with the building. However, promotional displays, vehicle sales lots and plant materials may be displayed outside of an approved building or enclosed area so long as they are placed appurtenant to a building wherein the business displays the bulk of its goods for sale. In addition, retail nurseries shall be exempt from the enclosure of plant materials, and displayed merchandise shall not include any used equipment. Bufferyards or required landscaping shall not be used for the displaying of merchandise.”*

The material under review for this variance request item is leaving in place the existing barbwire fence running along the interstate and providing a new black 6' chain-link fencing, in replace of a site obstruction fence (see attached Site Plan sheet C101 for full scope). M.H. Eby is a leading provider of Trailers, Parts, and Service in Montana and offers a large selection of horse, livestock, flatbed, and bulk commodity trailers, along with truck bodies, associated parts, and more. It is key for the public to have full visibility to M.H. Eby's merchandise available for sale and their service facility. The intent of the proposal is that all sale merchandise for display along interstate I-90 will be outside an approved building and enclosed in the yard area appurtenant to the building. With the proposed existing fencing and new black 6' chain-link fencing, merchandise for sale would be secure and still have the visibility to the public that the sight obscuring fence would not allow. Additionally, the new black 6' chain-link fencing would keep within the aesthetic of the surrounding properties recently completed. Based on the Laurel Municipal Code Chapter 17.60.020, we believe the

01/28/20

requested variance meets requirement #2 “Unless the grant relates to a condition or situation special and peculiar to the applicant;” and requirement #3 “Unless the basis is something more than a mere financial loss to the owner.” The 6’ sight obscuring fence creates the inability to display merchandise for sale which is a special situation/condition to a trailer supply/service company and would easily create a basis for more than a mere financial loss.

- D. Reference Section 17.27.060 - Building Design Requirements, Section A which states *“Exterior materials shall be sufficiently durable to ensure stability, maintainability, and long life. The materials to achieve a rustic western appearance are required. Buildings shall be finished with a minimum 40 percent half log and/or rock accents on the front façade.”*

The material under review for this variance request is the requirement to finish the front façade with a minimum 40 percent half log and/or rock accents, see attached Exterior Elevations and Material Board sheets (A.2-A.4) for full scope. We are proposing a horizontal architectural concealed fastener metal panel around the top of public frontage/entrance section, with a change in color/panel direction at the more pedestrian level as detailed. Specifically, around the main public entrance, great care was taken in further emphasizing the rustic western aesthetic by utilizing architectural wood panels with concealed fasteners and exposed Douglas Fir Heavy Timbers. We believe this approach would meet the requirements set forth under the Building Design Requirements and achieves its intent by providing a rustic western appearance without the need to add rock accents on the front façade. Our design strategy with this facility is to keep with this rustic western aesthetic throughout the facade, while utilizing the change in color/texture to allow the design to create a sense of hierarchy that helps to define the entrance with more detail and direct visitors. This design approach does in our view meet the spirit or intent of the standard set forth. Based on the Laurel Municipal Code Chapter 17.60.020 #5, we believe the requested variance “would be within the spirit, intent, purpose and general plan of this title” and #6 the requested variance “would not affect adversely or injure or result in injustice to others.”

- E. Reference Section 17.27.070 – Site Design Requirements, Section C which states *“Landscape islands are required at the terminal ends of all parking rows.”*

The material under review for this variance request item is the proposed concrete surfaced employee parking stalls on the North and South side of the building and not providing a landscape island at the terminal ends of each parking rows. This Variance is limited only to these 2 employee parking areas, which are on the interior of the proposed new fence line and would not be accessible to the public, see attached Site Plan sheet C101 for full scope. The intent of both parking rows is to be employee only and it should be noted, the terminal ends on the public accessible/facing side (east), we are providing landscape islands as required. At both employee parking sections, each is to be hard surfacing (concrete) and laid out in a similar manner to the recent facilities in the area. The Design Intent with not providing these “interior/employee” landscape islands are to limit the potential for frequent maintenance issues and allows for some flexibility when adding or removing display trailers/equipment from the showroom and yard. The proposed design for the public

01/28/20

facing/public accessible parking stalls and related site landscape islands is above and beyond the required/standards set in the site design requirements. For example, we are providing 2,778 S.F. of parking landscaping, while only 480 S.F. of parking landscaping is required. This overall design approach does in our view meets the spirit or intent of the standard set forth and pursuant with precedent set with similar recently completed projects. Based on the Laurel Municipal Code Chapter 17.60.020 #5, we believe the requested variance "would be within the spirit, intent, purpose and general plan of this title" and #6 the requested variance "would not affect adversely or injure or result in injustice to others."

5. See attached completed Laurel Variance Request Application and associated fee of \$1,100 for a commercial property.

Sincerely,



Chuck Henrichs, P.E.  
Vice President of Engineering, EEC, Inc.  
Owners Representative



Navigation Tools



Layers

- Fire locations in the USA
- Floodplain
- Sheriff
- Yellowstone County
- Public Works
- Schools
- Zoning
- Elections
- Levy Districts
- Fire
- Emergency
- Cemetery
- Imagery

Legend

Find

Draw

Measurement

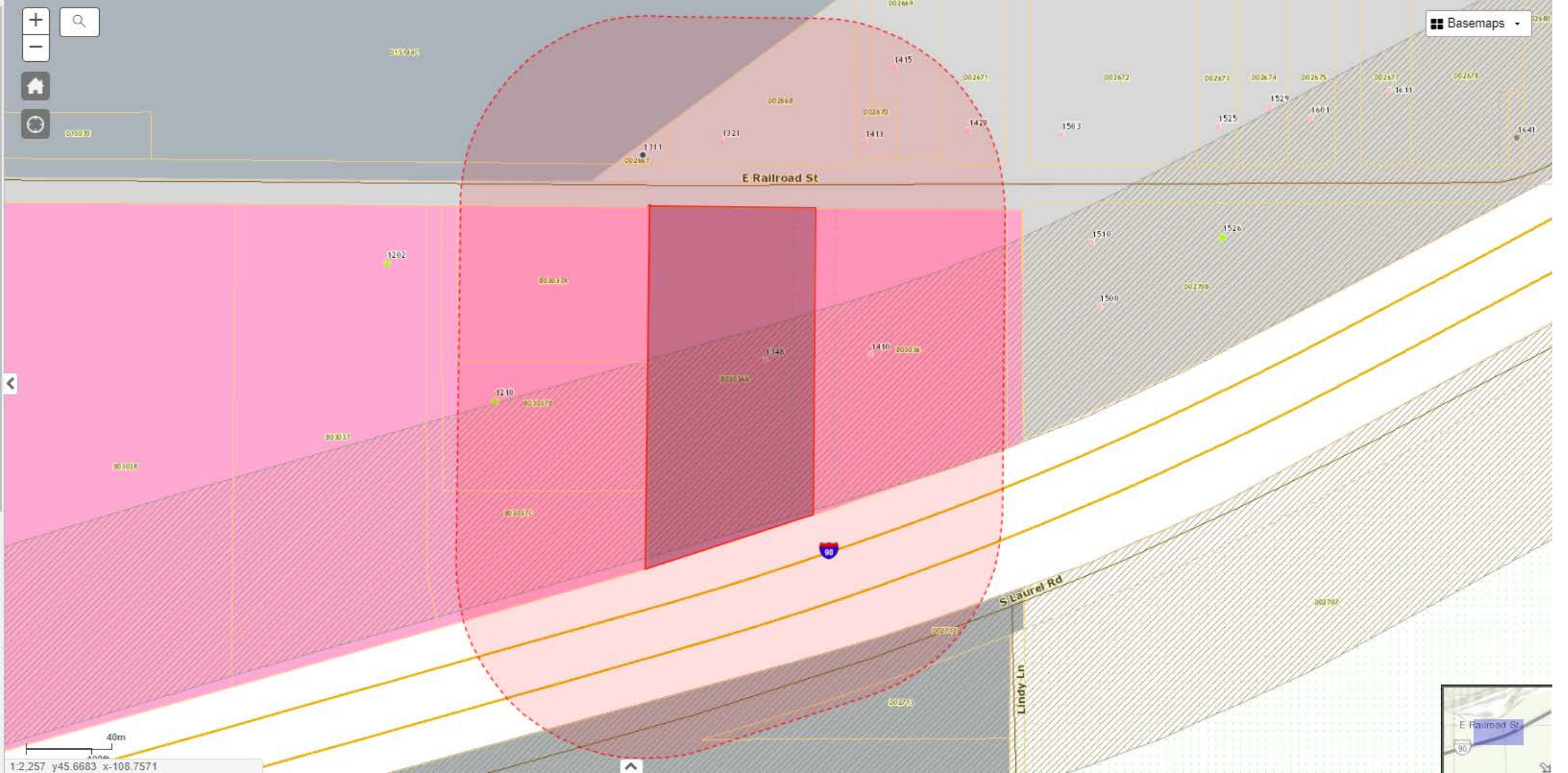
Print

Google Street View

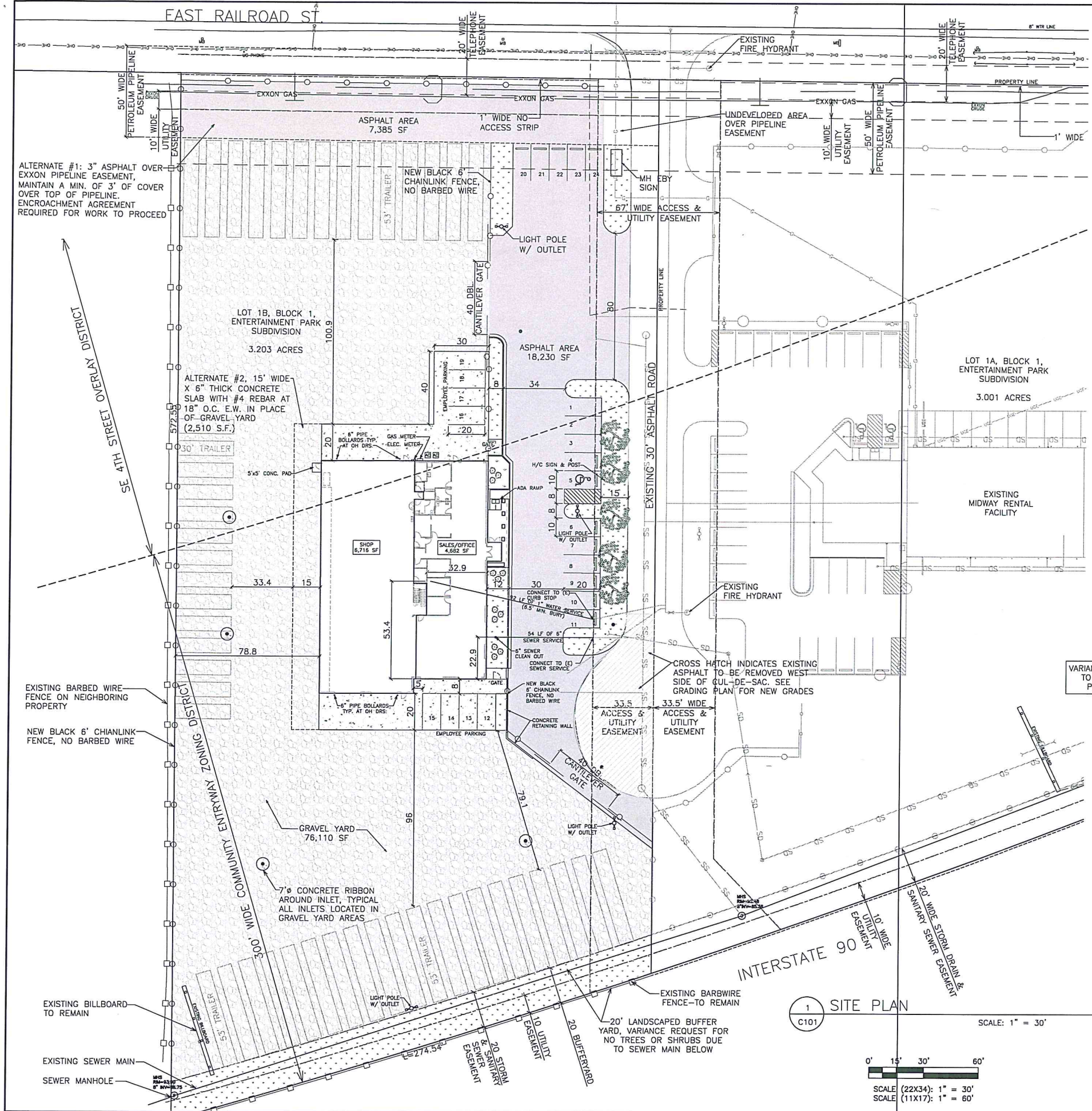
Select and Buffer

By Attribute  By Shape

Select A Layer:







**GENERAL NOTES:**

1. NO SIGNAGE WITH THIS PACKAGE; A SEPARATE SIGN PERMIT WILL BE SUBMITTED FOR REVIEW.

**LEGEND:**

	LANDSCAPED AREA (SEE L101)		TREE (2.5 MIN. CALIPER)
	CONCRETE		SHRUB
	ASPHALT		NEW FENCE
	GRAVEL		

ZONING: HIGHWAY COMMERCIAL (HC), ENTRYWAY ZONING DISTRICTS (EZD)  
 OFFICE / SALES AREA: 4,682  
 WAREHOUSE AREA: 6,716  
 TOTAL BUILDING FOOT PRINT: 11,398 S.F.

LOT AREA: 139,523 S.F. (3.203 ACRES)  
 SETBACKS: FRONT: 20'  
 SIDE: 0'  
 REAR: 0'

MAXIMUM LOT COVERAGE = 75%  
 ACTUAL LOT COVERAGE = 8.2%  
 ALLOWABLE HEIGHT = 45'  
 ACTUAL HEIGHT = 32'  
 LANDSCAPE REQUIRED(8%) 139,523-11,398(08) = 10,250 S.F.  
 LANDSCAPE PROVIDED = 10,926 S.F.

**PARKING:**

HIGHWAY COMMERCIAL:  
 1. 17.40,090 (J) 1 SPACE FOR EA. 200 S.F. OF FLOOR ON GROUND FLOOR PLUS ON SPACE FOR EA. 400 S.F. FO FLOOR AREA IN BASEMENT OR ANY STORY ABOVE THE GROUND FLOOR

OFFICE & SALES AREA 4,682 SF /200 = 24  
 PARKING REQUIRED = 24 SPACES  
 HANDICAP PARKING: 1 PER 1-25 SPACES  
 PARKING PROVIDED = 24 SPACES

**LANDSCAPE:**

ENTRYWAY ZONING DISTRICT-PARKING LOT CONTAINING > 10 SPACES:  
 • 20 S.F. OF LANDSCAPED AREA SHALL BE PROVIDED FOR EACH PARKING SPACE ON PARKING LOTS CONTAINING MORE THAN TEN SPACES.  
 • REQUIRED PARKING LANDSCAPE: 20X24=480 S.F.  
 • PROVIDED PARKING LANDSCAPE: 2,778 S.F.

• 2 TREES AND 5 SHRUBS SHALL BE REQUIRED FOR EVERY TEN PARKING SPACES OR COMPONENT THERE OF OVER TEN PARKING SPACES  
 • REQUIRED TREES = 5  
 • REQUIRED SHRUBS = 12

• NO MORE THAN 25% OF LANDSCAPING AREA SHALL CONTAIN ROCK, BARK CHIPS, STEPPING STONES, OR SIMILAR MATERIALS  
 • MINIMUM WIDTH AND OR LENGTH OF ANY PARKING LOT LANDSCAPE AREA SHALL BE FIVE FEET.

**BUFFERYARD:**

ENTRYWAY ZONING DISTRICT:

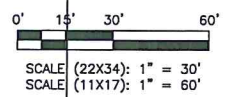
• TWENTY FOOT WIDE BUFFERYARD: TEN CANOPY OR EVERGREEN TREES, FIFTEEN SHRUBS PER 100' OF FRONTAGE  
 • TREES: 2.75 X 10 = 28 TREES  
 • SHRUBS: 2.75 X 15 = 42 SHRUBS

**ZONING VARIANCE REQUEST NOTES:**

- REFERENCE SECTION 17.26.052 DEVELOPMENT STANDARDS - B. BUILDING DESIGN STANDARDS  
 THE MATERIAL UNDER REVIEW FOR THIS VARIANCE REQUEST IS AN EXPOSED FASTENER VERTICAL METAL PANEL SIDING, SEE ATTACHED EXTERIOR ELEVATIONS AND MATERIAL BOARD SHEETS (A.2-A.4) AND DETAIL JUSTIFICATION FOR FULL SCOPE.
- REFERENCE SECTION 17.26.054 LANDSCAPING STANDARDS - B. LANDSCAPING STANDARDS  
 THE MATERIAL UNDER REVIEW FOR THIS VARIANCE REQUEST ITEM IS A PROPOSED 20'-0" BUFFERYARD THAT MEETS THE LANDSCAPING STANDARD, HOWEVER, DOES NOT PROVIDE THE REQUIRED 10 TREES OR FIFTEEN SHRUBS PER ONE HUNDRED FEET OF FRONTAGE, SEE SITE PLAN SHEET C101 AND DETAIL JUSTIFICATION FOR FULL SCOPE. WE HAVE TAKEN THIS DIRECTION AFTER MEETING WITH THE CITY ON A FEW RECENT PROJECTS, WITH THE REALIZATION THAT THERE IS AN EXISTING SANITARY SEWER LINE THAT RUNS DIRECTLY UNDER THE BUFFERYARD, THE FULL EXTENT OF FRONTAGE ON THIS PROPERTY. IT WAS CLEAR THAT THE CITY WAS NOT IN FAVOR OF PUTTING TREES NOR SHRUBS DIRECTLY ABOVE THIS EXISTING LINE, UNDER ANY CIRCUMSTANCE.
- REFERENCE SECTION 17.26.052 DEVELOPMENT STANDARDS, SECTION B  
 THE MATERIAL UNDER REVIEW FOR THIS VARIANCE REQUEST ITEM IS LEAVING IN PLACE THE EXISTING BARB WIRE FENCE RUNNING ALONG THE INTERSTATE AND PROVIDING A NEW BLACK 6' CHAIN-LINK FENCING, IN REPLACEMENT OF A SITE OBSTRUCTION FENCE (SEE SITE PLAN SHEET C101 AND DETAIL JUSTIFICATION FOR FULL SCOPE). IT IS KEY FOR THE PUBLIC TO HAVE FULL VISIBILITY TO M.H. EBY'S MERCHANDISE AVAILABLE FOR SALE AND NEW SERVICE FACILITY. THE INTENT OF THE PROPOSAL IS THAT ALL SALE MERCHANDISE FOR DISPLAY ALONG INTERSTATE I-90 WILL BE OUTSIDE AN APPROVED BUILDING AND ENCLOSED IN THE YARD AREA APPURTENANT TO THE BUILDING. WITH THE PROPOSED EXISTING FENCING AND NEW BLACK 6' CHAIN-LINK FENCING, MERCHANDISE FOR SALE WOULD BE SECURE AND STILL HAVE THE VISIBILITY TO THE PUBLIC THAT THE SIGHT OBSCURING FENCE WOULD NOT ALLOW.
- REFERENCE SECTION 17.27.060 - BUILDING DESIGN REQUIREMENTS, SECTION A  
 THE MATERIAL UNDER REVIEW FOR THIS VARIANCE REQUEST IS THE REQUIREMENT TO FINISH THE FRONT FACADE WITH A MINIMUM 40 PERCENT HALF LOG AND/OR ROCK ACCENTS, SEE ATTACHED EXTERIOR ELEVATIONS AND MATERIAL BOARD SHEETS (A.2-A.4) AND DETAIL JUSTIFICATION FOR FULL SCOPE. WE ARE PROPOSING A HORIZONTAL ARCHITECTURAL CONCEALED FASTENER METAL PANEL AROUND THE TOP OF PUBLIC FRONTAGE/ENTRANCE SECTION, WITH A CHANGE IN COLOR/PANEL DIRECTION AT THE MORE PEDESTRIAN LEVEL AS DETAILED. SPECIFICALLY, AROUND THE MAIN PUBLIC ENTRANCE, GREAT CARE WAS TAKEN IN FURTHER EMPHASIZING THE RUSTIC WESTERN AESTHETIC BY UTILIZING ARCHITECTURAL WOOD PANELS WITH CONCEALED FASTENERS AND EXPOSED DOUGLAS FIR HEAVY TIMBERS.
- REFERENCE SECTION 17.27.070 - SITE DESIGN REQUIREMENTS, SECTION C  
 THE MATERIAL UNDER REVIEW FOR THIS VARIANCE REQUEST ITEM IS THE PROPOSED CONCRETE SURFACED EMPLOYEE PARKING STALLS ON THE NORTH AND SOUTH SIDE OF THE BUILDING AND NOT PROVIDING A LANDSCAPE ISLAND AT THE TERMINAL ENDS OF EACH PARKING ROWS. THIS VARIANCE IS LIMITED ONLY TO THESE 2 EMPLOYEE PARKING AREAS, WHICH ARE ON THE INTERIOR OF THE PROPOSED NEW FENCE LINE AND WOULD NOT BE ACCESSIBLE TO THE PUBLIC, SEE SITE PLAN SHEET C101 AND DETAIL JUSTIFICATION FOR FULL SCOPE. THE INTENT OF BOTH PARKING ROWS IS TO BE EMPLOYEE ONLY AND IT SHOULD BE NOTED, THE TERMINAL ENDS ON THE PUBLIC ACCESSIBLE/FACING SIDE (EAST) WE ARE PROVIDING LANDSCAPE ISLANDS AS REQUIRED. AT BOTH EMPLOYEE PARKING SECTIONS, EACH IS TO BE HARD SURFACING (CONCRETE) AND LAID OUT IN A SIMILAR MANNER TO THE RECENT FACILITIES IN THE AREA.

1 SITE PLAN  
 C101

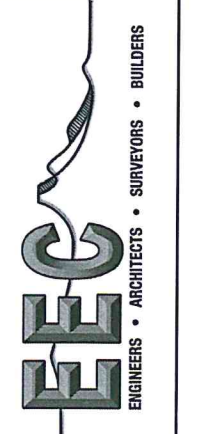
SCALE: 1" = 30'



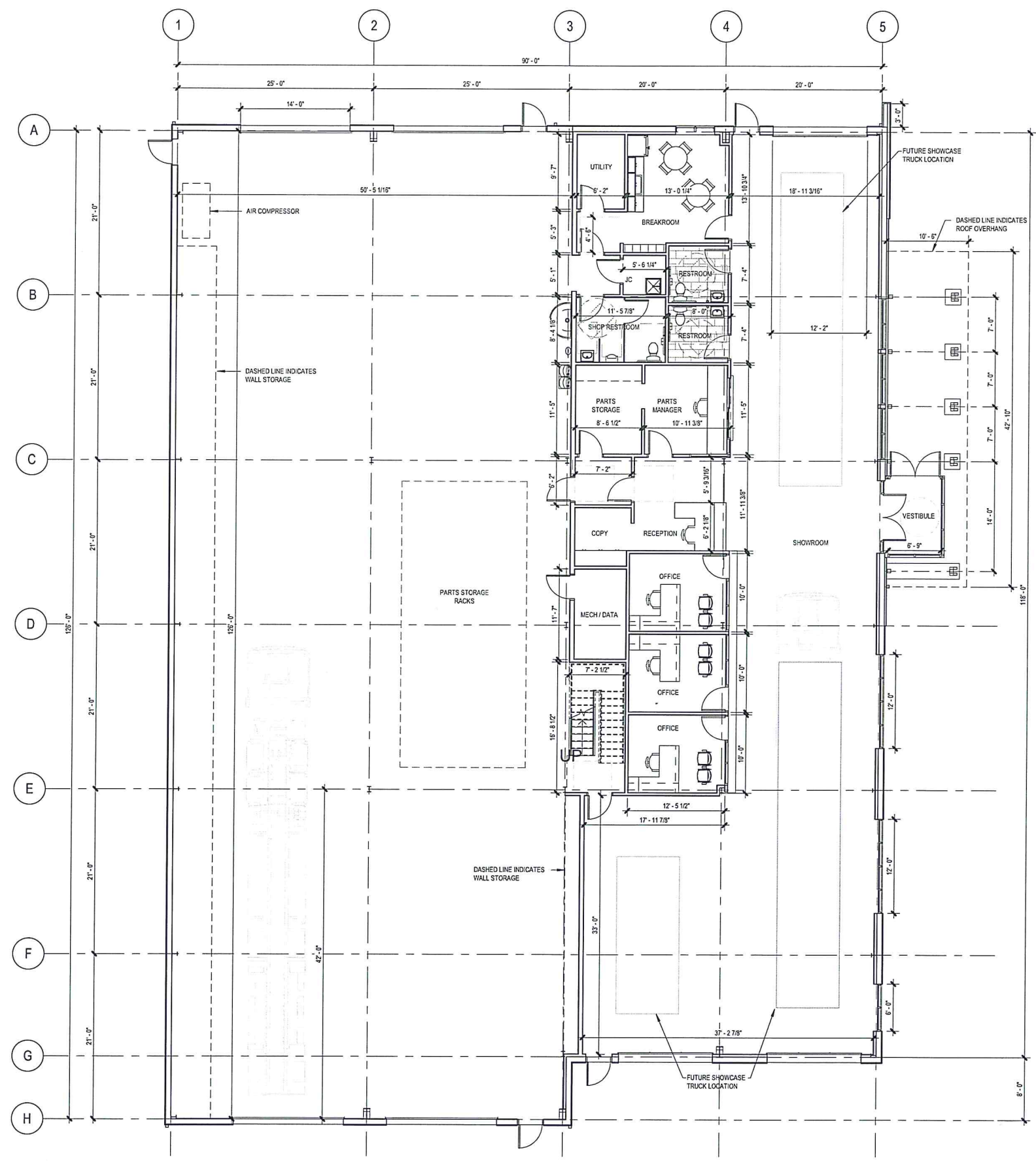
VARIANCE REQUEST  
 01-29-2021  
 SHEET#: C101

MH EBY SHOP/OFFICE  
 ENTERTAINMENT PARK SUB.  
 S15, T02 S, R24 E,  
 BLOCK 1, LOT 1B, AMD BLK 1, LT 1  
 1348 E. RAILROAD ST.  
 LAUREL, MT 59044

EGGART ENGINEERING COMPANY  
 720 LOHWEST LANE  
 BILLINGS, MT 59106  
 OFFICE: 406-839-9151  
 F.A.X: 406-839-9150  
 www.eccmt.com

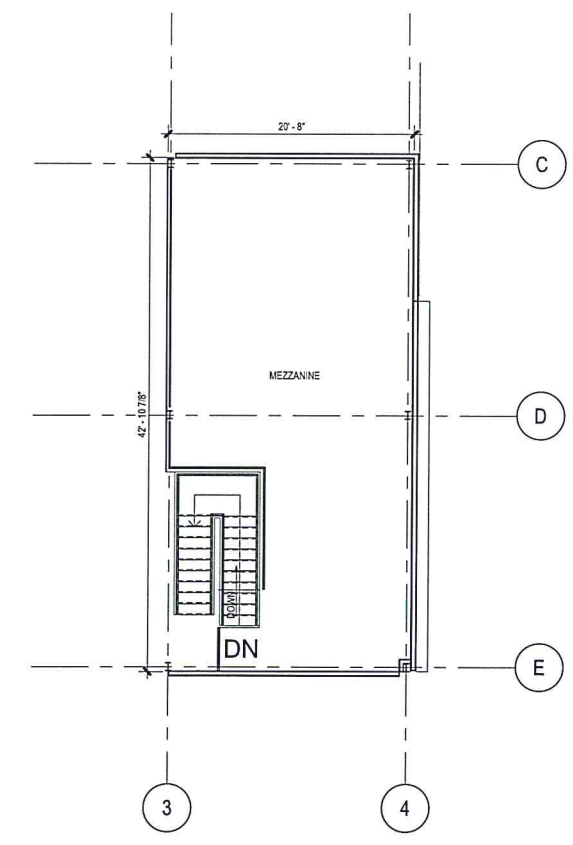


Drawn By: CH/KL  
 Checked By:  
 Date: 01-29-2021  
 Project #: MH EBY  
 Cadd file:

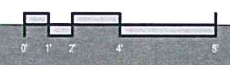


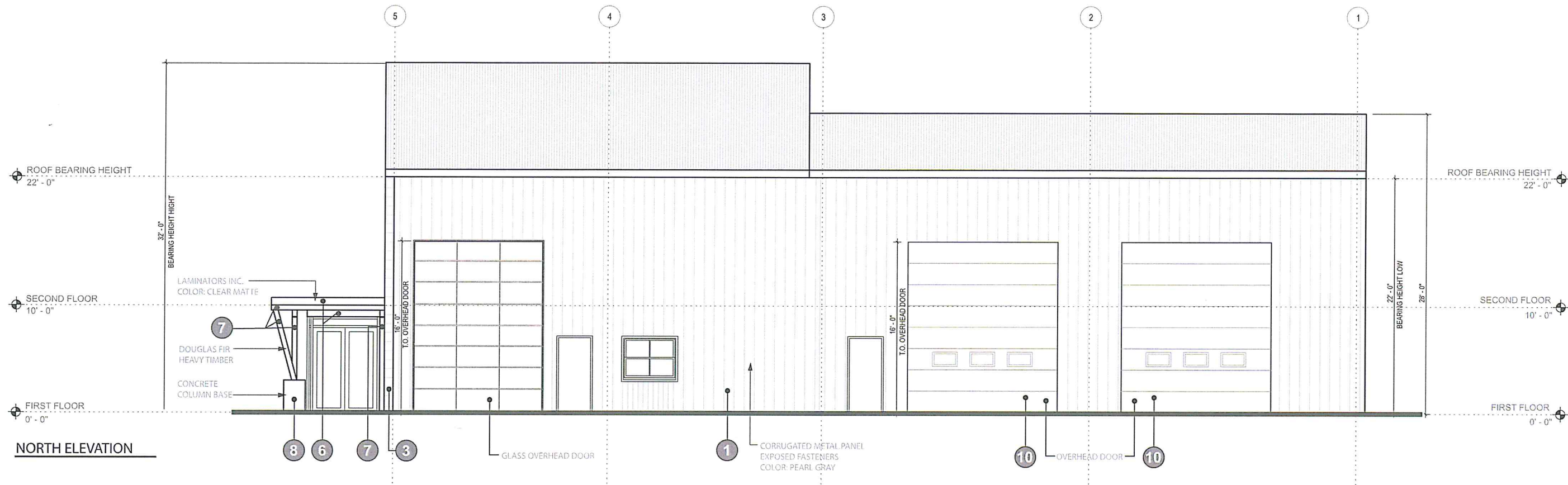
**1** FIRST FLOOR  
1/8" = 1'-0"

FIRE AREA (INSIDE FACE OF EXTERIOR WALL)	
FIRST FLOOR	11,015 SF
MEZZANINE	798 SF
TOTAL	11,813 SF

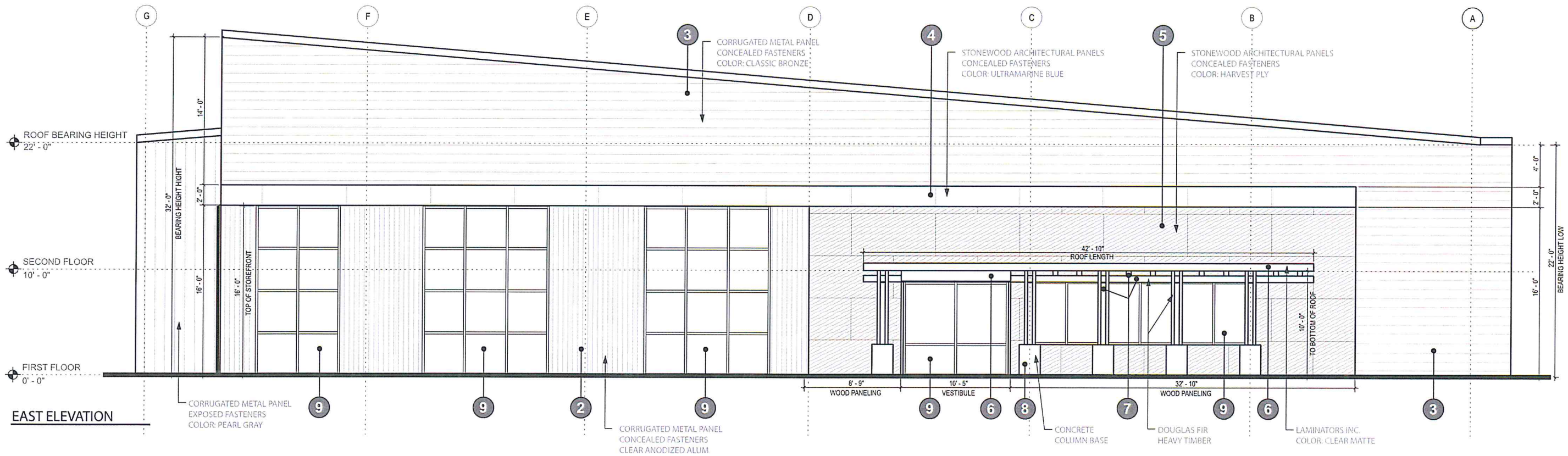


**2** MEZZANINE  
1/8" = 1'-0"



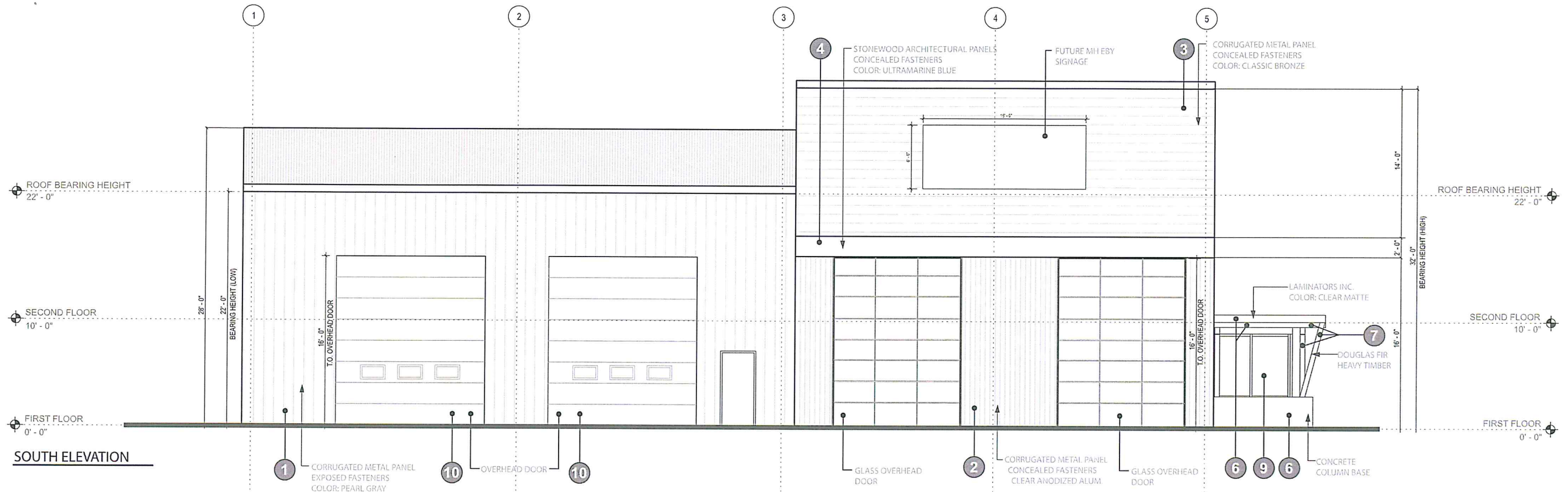


NORTH ELEVATION

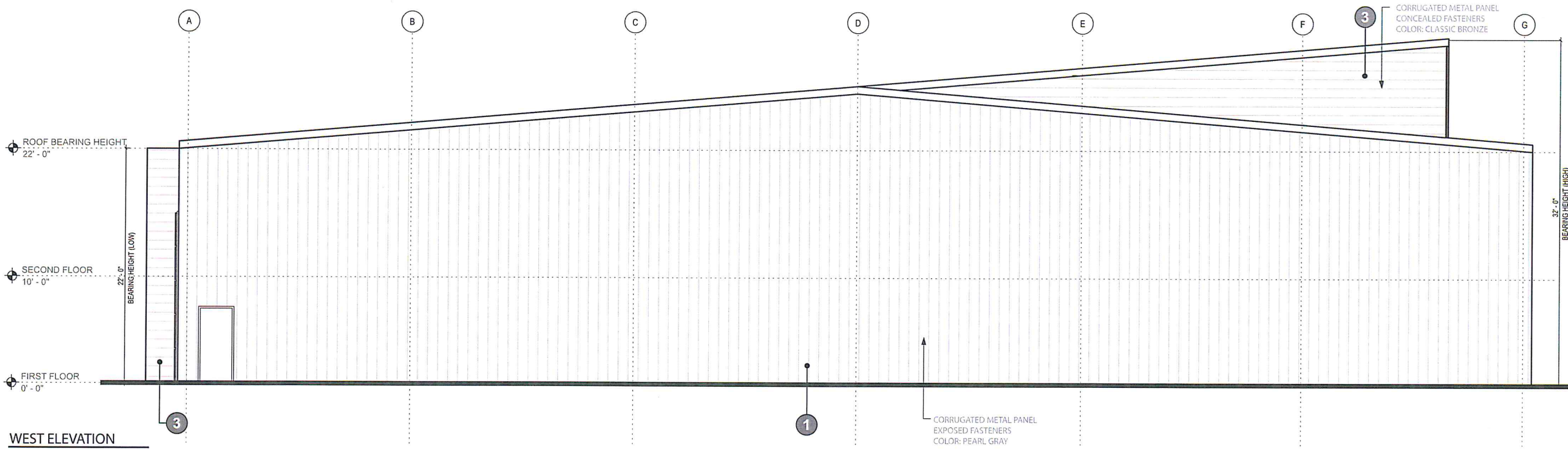


EAST ELEVATION

MH EBY MONTANA



**SOUTH ELEVATION**



**WEST ELEVATION**

1 PRIMARY VERTICAL SIDING  
NUCOR BUILDING SYSTEMS

NUCOR CLASSIC WALL PEARL GRAY

EXPOSED FASTENER METAL PANEL

2 ACCENT VERTICAL SIDING  
ATAS INTERNATIONAL INC.

RIGID WALL - MFR160 CLEAR ANODIZED ALUM.

CONCEALED FASTENER METAL PANELS

3 ACCENT HORIZONTAL SIDING  
ATAS INTERNATIONAL INC.

RIGID WALL II - MFN162 CLASSIC BRONZE

CONCEALED FASTENER METAL PANELS

4 ARCHITECTURAL PANELS  
STONEWOOD ARCH PANELS

ULTRAMARINE BLUE 5002-CD

CONCEALED FASTENER COMPOSITE PANELS

5 ARCHITECTURAL PANELS  
STONEWOOD ARCH PANELS

HARVEST PLY

CONCEALED FASTENER COMPOSITE PANELS

6 MOLDING SYSTEM  
LAMINATORS INC.

CLEAR MATTE

7 DOUGLAS FIR HEAVY TIMBER  
MINWAX STAIN

SMOKEWOOD

8 CONCRETE COLUMN BASE

9 GLASS STOREFRONT SYSTEM  
YKK

FRAME COLOR - BLACK

10 OVERHEAD DOORS  
THERMACORE 521 SERIES

SW CYBERSPACE 7076



MH EBY MONTANA









Owner name	Tax Code	Legal Description	Mailing Address
KRUM, TERRY R & JUDITH L	D02667	NUTTING 2ND FILING, S10, T02 S, R24 E, Lot 1, FRAC LOT 1	1311 E RAILROAD ST LAUREL MT 59044
FORSTNER, GEORGE T & IRENE	D02668	NUTTING 2ND FILING, S10, T02 S, R24 E, Lot 1, LESS E65 FT & W 82.40 10 2S 24	1321 E RAILROAD ST LAUREL MT 59044
STRECKER, JOHN JR	D02670	NUTTING 2ND FILING, S10, T02 S, R24 E, Lot 1B, LTS 1 & 2 AMD 1978 GALLATIN TI*	1411 E RAILROAD ST Laurel MT 59044
BOESHANS, NATHAN P & COLLEEN M	D02669	NUTTING 2ND FILING, S10, T02 S, R24 E, Lot 1A, AMEND LTS 1,2	2553 ALPINE VIEW DR LAUREL, MT 59044-9355
FARNES, LEILA A	D02671	NUTTING 2ND FILING, S10, T02 S, R24 E, Lot 2, E 1 A OF LOT 2	1423 E RAILROAD ST LAUREL, MT 59044-3339
MONTANA RAIL LINK	D13144C	S10, T02 S, R24 E, INFORMATIONAL ONLY - CENTRALLY ASSESSED PARCEL IN SEC 10-2S-*	PO Box 16624 Missoula MT 59808-6624
CHS INC	D02712	S15, T02 S, R24 E, FRAC N2NW S OF HWY (LESS C/S 1142 & 1291)	PO Box 909 Laurel MT59044-0909
CHS INC	D02713	S15, T02 S, R24 E, C.O.S. 1142, PARCEL 1, AMND	PO Box 909 Laurel MT59044-0909
K LAZY H LLC	B03037A	ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 2B	10087 HIGHWAY 12 JOLIET, MT 59041
K LAZY H LLC	B03037B	ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 2C	10087 HIGHWAY 12 JOLIET, MT 59041
K LAZY H LLC	B03037C	ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 2D	10087 HIGHWAY 12 JOLIET, MT 59041
DIEFENDERFER FAMILY TRUST	B03036	ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 1A, AMD BLK 1 LT*	3619 FLAGSTONE DR BILLINGS, MT 59102-0301
DIEFENDERFER FAMILY TRUST	B03036A	ENTERTAINMENT PARK SUBD, S15, T02 S, R24 E, BLOCK 1, Lot 1B, AMD BLK 1 LT 1 (17)	3619 FLAGSTONE DR BILLINGS, MT 59102-0301

## Chapter 17.60 - ZONING COMMISSION

### Sections:

#### 17.60.010 - Powers and duties.

The city-county planning board shall act as a zoning commission whose duty it shall be to recommend the boundaries of the various original districts and appropriate regulations to be enforced therein.

(Prior code § 17.08.010)

#### 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.

## Chapter 17.26 - COMMUNITY ENTRYWAY ZONING DISTRICT

### Sections:

#### 17.26.010 - Intent.

The purpose of the Laurel Entryway Zoning District is to regulate outdoor advertising, outdoor advertising signs, and outdoor signs of all types, to provide fair and comprehensive regulations that will foster a good visual environment for Laurel, enhancing the area in which we live, and creating an aesthetic and enjoyable appearance for our visitors and our residents.

The natural landscape in the Yellowstone Valley is a major influence on the form and character of Laurel. Residents appreciate being able to see the Beartooth Range, the river's corridor of trees, and the large expanse of sky. The intent of the Community Entryway Zoning District (EZD) is to promote attractive, high quality development and to provide an appealing image of the city of Laurel to the traveling public and the people of the community and region. Further, it is the intent of this district to maintain a sensitivity toward existing development while preserving scenic vistas and the pastoral ambience and protecting environmentally sensitive areas. Creativity in meeting these requirements is encouraged with the overall intent of all development representing the image and economy of the Laurel area—and not just a reflection of the same commercial buildings, signage, and parking lots that are seen alongside the interstate across the nation.

Projects in the vicinity of large natural areas/corridors shall be designed to compliment the visual context of the natural area. Techniques include architectural design, site design, use of native landscaping, and choices of colors and building materials shall be utilized in such manner that scenic views across or through the site are protected and man-made facilities are screened from off-site observers and blend with the natural visual character of the area.

This overlay district provides requirements that are in addition to the existing, underlying zoning districts in the jurisdictional area of the city of Laurel and are in addition to the signage standards of the city of Laurel Municipal Sign Code. Except for signage applications, residential uses in the Entryway Zoning District are exempt from the provisions herein.

The intent of this section is to:

- A. Promote a physical landscape that will assist in making Laurel an attractive place to live and work and be inviting to new industries;
- B. Encourage creativity in design and quality in site planning and development;
- C. Reduce the level of adverse impacts from the transportation system on adjoining lands;
- D. Promote development patterns in harmony with the goals and objectives of Laurel's Growth Management Plan;
- H. Promote compatible land use transitions with a sensitivity toward existing residential uses.

Non-commercial/industrial uses falling within the EZD are exempt from the requirements of the EZD except as such requirements pertain to signage.

(Ord. 02-31, 2002)

#### 17.26.030 - Location of district.

The Community Entryway Zoning District (EZD) shall extend three hundred feet on either side of Interstate 90 right-of way as it extends through the Laurel Zoning Jurisdiction Area, an area that extends outside the city municipal limits one mile. Specifically, along the interstate the EZD shall extend as described from the east limit of the extra-territorial zoning boundary west to the limit of the west extra-territorial boundary. The district shall also include that area three hundred feet on either side of the north extra-territorial boundary on Buffalo Trail Road south through Laurel on First Avenue to where First Avenue turns into US Highway 212-310

(Ord. 02-31, 2002)

(Ord. No. O15-03, 5-5-2015)

17.26.040 - Application and approval process.

- A. All plans and applications for development shall be submitted to the city-county planning board. All applications involving signs shall be submitted to the public works department which shall provide a copy thereof to the planning board. All applications must be submitted and signed by the property owner, lessee, the contract purchaser, or the authorized agent of the property owner. Approval is required prior to any construction activity.
- B. Each application shall include, but not be limited to, the following information:
  - 1. The name and address of the property owner;
  - 2. The name and address of the applicant;
  - 3. The legal description of the parcel;
  - 4. A map drawn to scale showing the dimensions, acreage, location of the parcel, north arrow, streets and adjacent land uses;
  - 5. A complete site plan drawn to a scale of no less than 1" = 40' showing the dimensions and locations of all structures, streets, paving, parking, landscaping, signage, waterways or other significant features of the development;
  - 6. Complete elevation drawings drawn to scale including the dimensions and height of the structure;
  - 7. Signage Plan specifications, location, and ground lighting pattern (applications for signs only—see Section 17.26.050); and
  - 8. Application review fee.
- C. Within fifteen working days following the submittal of a complete application, the planning director, other city designee, or the public works department (in the case of signs) shall issue approval for development or sign or a denial of the application, unless the applicant consents in writing to an extension of the review period. Should the application be denied, the applicant shall be notified in writing specifying the reasons for the denial.

(Ord. 02-31, 2002)

17.26.050 - Definitions.

All terms shall have the same meanings as defined elsewhere in the city zoning ordinance or city signage regulations. The standard dictionary meaning shall be applied to terms not otherwise defined.

(Ord. 02-31, 2002)

17.26.052 - Development standards.

A. Signage.

1. Review Consideration. Signage in the EZD needs to recognize the relationship between adjacent land uses and the natural features of the location such as existing views and proximity to residences. Although signs perform a function in providing information concerning services, products, and business, a profusion of signs produces a cumulative effect that cancels out individual effectiveness and detracts from the appearance of the community as a whole. All signage shall be reviewed with the following considerations and criteria:
  - a. Use of subdued, low-key colors;
  - b. Location, size, and height that do not obstruct views of the community, the river corridor, traditional open spaces, or the mountains;
  - c. Sign is built of permanent, durable materials;
  - d. Size and location avoids or minimizes the sense of clutter with nearby signs;
  - e. The sign is professionally prepared and finished on both sides;
  - f. The location and placement of the sign will not endanger motorists or pedestrians and does not interfere with the clear vision triangle at street, railroad, or street driveway intersections;
  - g. The sign will not cover or blanket any prominent view of a structure or façade of historical or architectural significance;
  - h. The sign will not obstruct views of users of adjacent buildings to side yards, yards or to nearby open space;
  - i. The sign will not negatively impact the visual quality of a public open space such as a recreation facilities, square, plaza, court yard and the like;
  - j. The sign cannot be seen from the Yellowstone River or any city, county or state park or—if it can be seen—it must be located one thousand feet from the boundaries of such spaces.
2. Only one sign is allowed per parcel of record and there shall be at least one thousand feet between signs.
3. A construction permit is required whenever the sign copy is changed and any alterations to the sign are made.
4. Signs shall be limited to one hundred sixty square feet in copy area.
5. Non-conforming signs are required to be brought into compliance with this section within six years from the date of adoption of this ordinance or upon the earliest occurrence of the following events.
  - a. The sign is relocated or replaced;

- b. The structure or size of the sign is altered in any way;
  - c. The sign suffers more than fifty percent appraised damage or deterioration or the sign is taken out of service for any reason, such as being knocked down by weather or other means;
  - d. If any non-conforming sign is abandoned or voluntarily discontinued for a period of one hundred eighty days, any subsequent use must be in conformity with this ordinance. An abandoned sign is a sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found. An abandoned sign is to be removed by the owner within fifteen days of notice from the public works department.
6. No portable signs as described in the city signage ordinance are allowed in the EZD.
7. Transit Bus Benches. Transit bus benches, with or without advertising, may be placed within the city right-of-way upon application and approval of the ADA coordinator, the transit administrator and in consultation with the public work director. All benches must comply with any applicable city, state, and or/federal standards or regulations. The city may approve a bench provider, with or without advertising, pursuant to its procurement policy, as amended.
8. Lighting. All sign lighting must incorporate cut-off shields to direct light downward. Luminaries shall not be visible from adjacent streets or properties. A sign's lighting will not cause hazardous or unsafe driving conditions for motorists and will not glare, reflect, or spill onto adjacent business or residential areas.
- B. Building Design Standards.
- 1. All buildings shall be completed on all sides with one of the following finishing material: brick, fluted block, colored textured block, glass, stucco, architectural concealed fastener metal panels, exterior insulation and finishing systems (i.e., Dryvit, etc.), stone or wood. Exposed seam metal buildings shall be prohibited unless covered with an acceptable finishing material.
  - 2. Roofs shall be finished with a material that is architecturally compatible in color and design with the construction of the building. Metal roofs, fascia, and mansards shall be limited to the following: standing seam, metal shakes or shingles and architectural metal treatments. All mechanical equipment placed on top of any roof shall be screened by a parapet or other similar architectural apparatus being at least the height of the mechanical equipment. Pitched roofs are encouraged whenever possible.
  - 3. Long, flat facades that front on the interstate highway, First Avenue North or First Avenue South having more than one hundred lineal feet are prohibited. Buildings over one hundred feet in length shall incorporate one of the following: recesses, off-sets, angular forms, landscaping features or other architectural features such as bell towers, clock towers, to provide a visually interesting shape. The break in the facade shall be minimum of eight feet in length. A single uninterrupted length of a facade shall not exceed one hundred lineal feet. It is encouraged that each offset area contains landscaping or other similar amenities which will complement the offset area.
- C. Additional Provisions for Commercial Uses.
- 1. Storage of Merchandise. Any permitted storage of merchandise outside an approved building shall be within an area enclosed with a sight obscuring fence at least six feet in height that is architecturally compatible in color and design with the building. However, promotional

displays, vehicle sales lots and plant materials may be displayed outside of an approved building or enclosed area so long as they are placed appurtenant to a building wherein the business displays the bulk of its goods for sale. In addition, retail nurseries shall be exempt from the enclosure of plant materials, and displayed merchandise shall not include any used equipment. Bufferyards or required landscaping shall not be used for the displaying of merchandise.

2. Site Lighting. All outdoor lighting shall be designed, located and mounted at heights no greater than eighteen feet above grade for non-cutoff lights and thirty-five feet above grade for cutoff lights. All outdoor lighting shall be designed and located such that the maximum illumination measured in foot-candles at the property line shall not exceed three-tenths foot-candle for non-cutoff lights and three foot-candles for cutoff lights.
3. Storage of Junk. No person shall store junk, partially or completely dismantled vehicles, or salvaged materials in any commercial zone outside a building. In the case of automobile repair shops, such materials must be enclosed within a building or an area having a sight-obscuring fence at least six feet in height.
4. Solid Waste Area. All solid waste storage facilities shall be located within an area enclosed with a sight-obscuring fence or wall that is architecturally compatible in color and design with the building.

D. Cell Towers.

No wireless communication facilities are allowed in the entryway zone.

(Ord. 02-31, 2002)

(Ord. No. O11-07, 6-7-2011; Ord. No. O16-02, 2-2-2016)

17.26.054 - Landscaping standards.

Landscaping in the form of trees, shrubs, and groundcover serve several purposes: The softening of harsh building forms and paved areas, the absorption of ground water, the reflection of seasonal color change, the provision of sound barriers (such as around utility substations or industrial yards), and urban wildlife habitat.

A. Landscaping Definitions.

Canopy Tree. A species of tree which normally bears crown foliage no lower than six feet above ground level upon maturity. Minimum size of canopy trees shall be two and one half inches in caliper.

Evergreen Tree or Shrub. A tree or shrub of a species which normally retains leaves / needles throughout the year. Minimum size of evergreen trees shall be five feet in height.

B. Landscaping.

1. Bufferyard Requirements. All commercial/Industrial land uses are required to place a bufferyard (landscaping strip) adjacent to and along the length of I-90, First Avenue North, or First Avenue South on which the use fronts. Such landscaping buffer shall extend from the edge of the public right-of-way. Placement and landscaping design shall be at the discretion of the developer, and the required trees and shrubs may be clustered to enhance the view of the



property from the public right-of-way as long as such uses conform with Section 17.26.052(C) of this code. A local design professional or local nursery must be consulted for assistance with the development of the landscape design. The use of native, drought-tolerant plant material is strongly encouraged. Evergreen trees are encouraged for bufferyards, and canopy trees are encouraged for parking areas. The planting of trees should be done in such a manner as to provide maximum solar efficiency throughout the site.

a. The developer shall have the option of one of the following three bufferyards. Bufferyard depth is measured from the property line adjacent to the public right-of-way inward. Any buffer area which overlaps another buffer area shall be subtracted from the total to avoid double counting. The number of trees and shrubs required is per one hundred feet of frontage:

- (1) Twenty-five foot wide bufferyard: five Canopy or evergreen trees, ten Shrubs
- (2) Twenty foot wide bufferyard: ten Canopy or evergreen trees, fifteen Shrubs
- (3) Fifteen foot wide bufferyard: fifteen Canopy or evergreen trees, twenty Shrubs

b. The following criteria shall also apply to the bufferyards.

- i. The landscape strip may be contoured. Berming shall be one foot of rise to four feet of run with a minimum of three feet in height. Depressions shall be no lower than the existing grade of the site.
- ii. All landscaped areas shall contain ground cover such as sod, shrubs, flowerbeds, or organic materials. No more than ten percent of the landscaped area shall contain rock, bark chips, stepping stones, or similar material.
- iii. All landscaped areas shall be sub-irrigated, maintained, and kept free of weeds, debris, and litter. Failure to do so constitutes a zoning violation. Existing mature trees and shrubs should be preserved and will be credited toward landscaping requirements.
- iv. Depth of bufferyard shall depend on density of vegetation.
- v. All new utility lines shall be placed underground.
- vi. New tree plantings shall not be constructed so as to grow into existing overhead utility lines.

C. Off-Street Parking Lot Landscaping.

Landscaping shall be provided within all parking areas as follows:

Parking lots containing more than ten spaces shall contain internal areas of landscaping totaling at least ten percent of the parking area. Each planting area shall contain at least three hundred square feet and at least one major tree and groundcover with irrigation. There must be a clearly designated pedestrian route from the parking lot to the street or main entrance.

1. A minimum of twenty square feet of landscaped area shall be provided for each parking space on parking lots containing more than ten spaces.
2. Two canopy and/or evergreen trees and five shrubs shall be required for every ten parking spaces or component thereof over ten parking spaces.

3. All landscaped areas shall contain ground cover such as sod, shrubs, flowerbeds or organic materials. No more than twenty-five percent of the landscaped area shall contain rock, bark chips, stepping stones or similar material.
4. The minimum width and/or length of any parking lot landscaped area shall be five feet.
5. Internal parking lot landscaping provided shall be proportionately dispersed, at the developer's discretion, in order to define aisles and limit unbroken rows of parking. The maximum horizontal or vertical unbroken length shall be limited to one hundred feet. Landscaped areas provided shall be in a scale proportionate to parking lot.
6. Any development that has parking abutting a required bufferyard, may extend the width of parking landscaping plant material. The minimum bufferyard width and that bufferyard a minimum of five feet and include the additional required landscaping material is required in addition to the parking landscaping.
7. Protection of Landscaped Areas. Landscaped areas within parking lots or the along perimeter of the property must be protected from vehicular traffic through the use of continuous concrete curbs, extruded asphalt or other approved permanent barriers.
8. All new utility lines shall be placed underground.

D. Commercial Uses Abutting Residential Uses.

All commercial uses abutting residential uses shall install a bufferyard. The bufferyard shall be ten feet wide and shall contain ten evergreen and/or canopy trees and ten shrubs per one hundred lineal feet. A solid fence or wall that is architecturally compatible in color and design with the building shall be required on the property line. The fence height shall be a minimum of six feet. Chain link or other wire fencing material is prohibited.

E. Fractions in the Calculation of Number of Trees and Shrubs.

In the calculation of trees and shrubs for bufferyards or parking landscaping, all fractions shall be rounded to the nearest, highest whole number.

(Ord. 02-31, 2002)

## Chapter 17.27 - SE 4TH STREET OVERLAY DISTRICT

### Sections:

#### 17.27.010 - Intent.

The city of Laurel hereinafter ("city"), in collaboration with the Laurel Urban Renewal Agency, prepared the following set of regulations to preserve and protect the unique nature of the SE 4th Street corridor of the city of Laurel. These regulations are intended to promote, preserve, and enhance the character of the built environment while encouraging a cohesive identity.

In addition to building construction, further elements include, but are not limited to parking and pedestrian connectivity requirements, landscaping, and signage.

This district's requirements are in addition to the existing zoning ordinances found in Title 17 of the Laurel Municipal Code (LMC). Single-family and two-family residential uses in the district are exempt from the provisions herein.

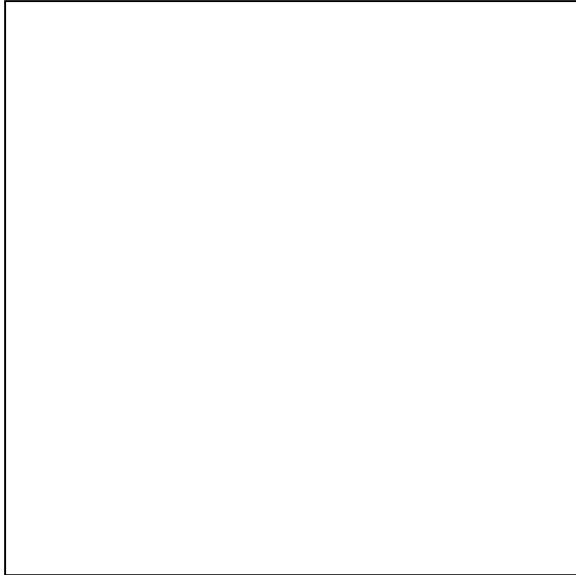
The intent of this section is to:

- A. Promote a physical landscape to make the district an attractive place to live and work;
- B. Encourage creativity in design and quality site planning;
- C. Promote development patterns in coordination with the goals and objectives of the city's growth management plan;
- D. Provide consistency to land uses and design that will protect the investment of property owners in the district.

(Ord. No. O15-04, 5-5-2015)

#### 17.27.020 - District boundaries.

The boundaries of the District are identified in Figure 1.



(Ord. No. O15-04, 5-5-2015)

17.27.030 - Application and approval process.

- A. All building permit applications shall be submitted to the city's building official. All permit applications must be submitted and signed by the property owner or the authorized agent of the property owner. An approved building permit is required prior to any construction activity.
- B. Each building permit application must include, but not be limited to, the following information:
  - 1. The name and address of the property owner;
  - 2. The name and address of the applicant;
  - 3. The legal description of the parcel;
  - 4. A map drawn to scale showing the dimensions, acreage, location of the parcel, north arrow, streets and adjacent land uses;
  - 5. A complete site plan drawn to a scale of no less than 1"=40' showing the dimensions and height of the structure;

6. A Complete elevation drawing drawn to the scale 1"=40' including the dimensions and height of the structure;
  7. If applicable, signage plan specifications, location and ground lighting pattern; and
  8. Payment of application review fee.
- C. Within fifteen working days following the submittal of a complete application, the planning director, designee, or the public works department (in the case of signs) shall issue approval for development or a denial of the application, unless the applicant consents in writing to an extension of the review period. Should the application be denied, the applicant shall be notified in writing specifying the reasons for the denial. (Ord. No. 002-31,2002)

(Ord. No. O15-04, 5-5-2015)

17.27.040 - Nonconformance.

- A. Any lawful characteristic of the properties existing prior to the effective date of the ordinance that would not be a permitted characteristic under these regulations is declared to constitute a nonconforming characteristic.
- B. Nonconforming structures shall not be enlarged, extended, reconstructed, or structurally altered in an amount greater than fifty percent of its assessed valuation, unless the characteristics of the building are changed to comply with the appropriate regulations.
- C. If any nonconforming structure is damaged by an event including, but not limited to, fire, flood, explosion, wind, or war, in an amount equal to or greater than fifty percent of its assessed valuation, reconstruction must comply with the appropriate regulations. In addition, repair and maintenance may be carried out each year in an amount not to exceed twenty-five percent of the assessed valuation of the structure for that year.
- D. A nonconforming structure may continue pursuant to these regulations, but it shall not be changed in any way except to conform to the regulations herein.

(Ord. No. O15-04, 5-5-2015)

17.27.050 - Definitions.

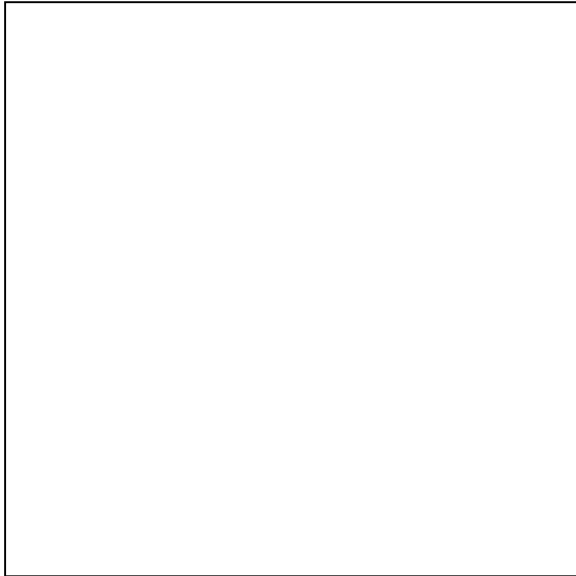
All terms shall have the same meanings as defined elsewhere in the city zoning ordinance or city signage regulations. For purposes of this title, certain words and terms used herein are defined in this chapter.

- A. "Architectural design elements" means an architectural feature consisting of a decorative, three dimensional element, horizontal or vertical, protruding or indented at least two inches from the exterior façade of a building typically utilized to provide additional aesthetic relief to a façade.
- B. "Façade" means the exterior face of a building, including but not limited to the wall, windows, windowsills, doorways, and design elements such as expression lines.
- C. "Front façade" means any building face adjacent to the street. In the case of a corner lot, the front façade is the face that the building is addressed.
- D. "Lot line, front" means the boundary abutting a right-of-way, other than an alley, from which the required setback or build-to zone is measured. The front lot line shall be to the street to which the building is addressed.
- E. "Lot line, side" means the boundary line adjacent to the front lot line and may or may not abut a right-of-way depending on lot location from which the required setback or build-to zone is measured.

(Ord. No. O15-04, 5-5-2015)

17.27.060 - Building design requirements.

- A. Exterior materials shall be sufficiently durable to ensure stability, maintainability, and long life. The materials to achieve a rustic western appearance are required. Buildings shall be finished with a minimum 40 percent half log and/or rock accents on the front façade.
- B. Structures not located along SE 4th street are excluded from the forty percent threshold.
- C. Architectural design elements are required on the front façade. Permitted design element materials include any finish of wood, wood timbers or wooden logs.

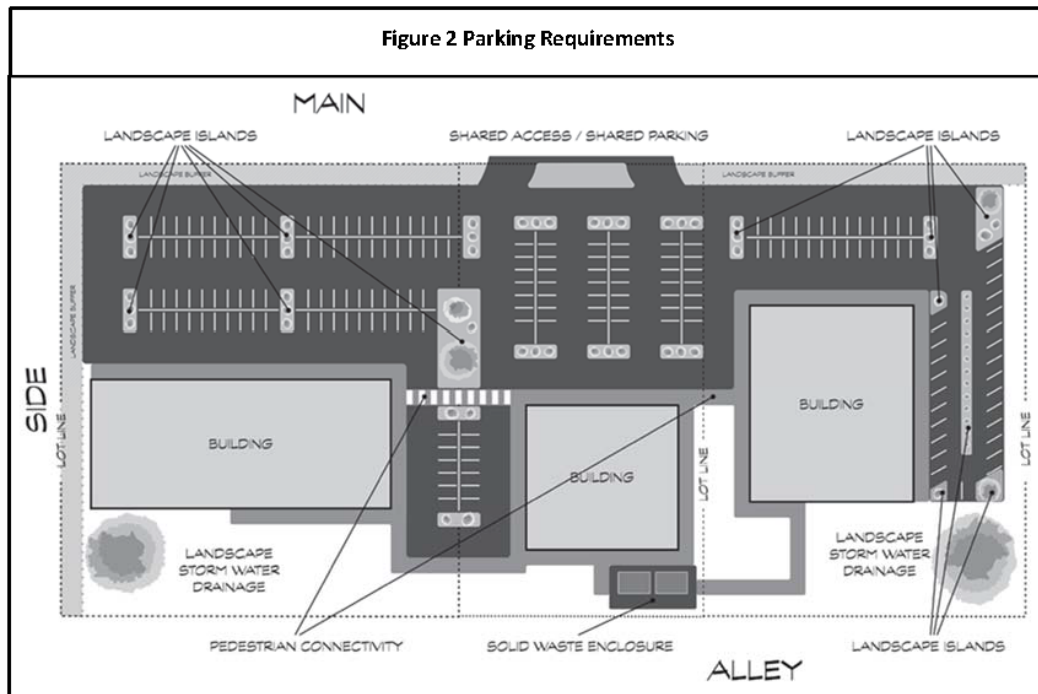
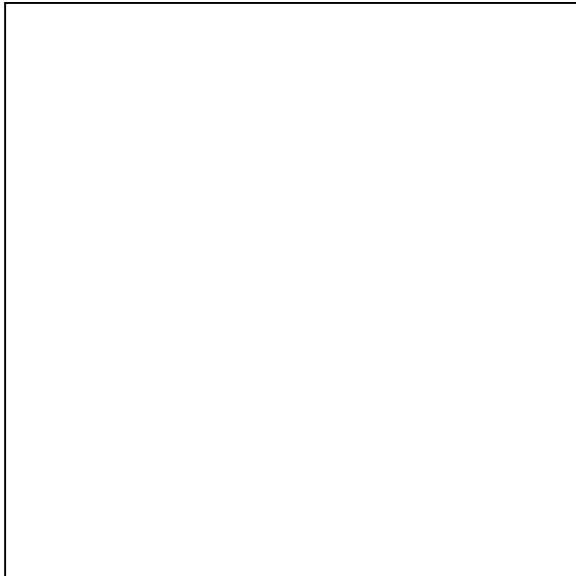


**Architectural Design Element:** The wooden timbers in front of the buildings are a prime *example of the required design element.*

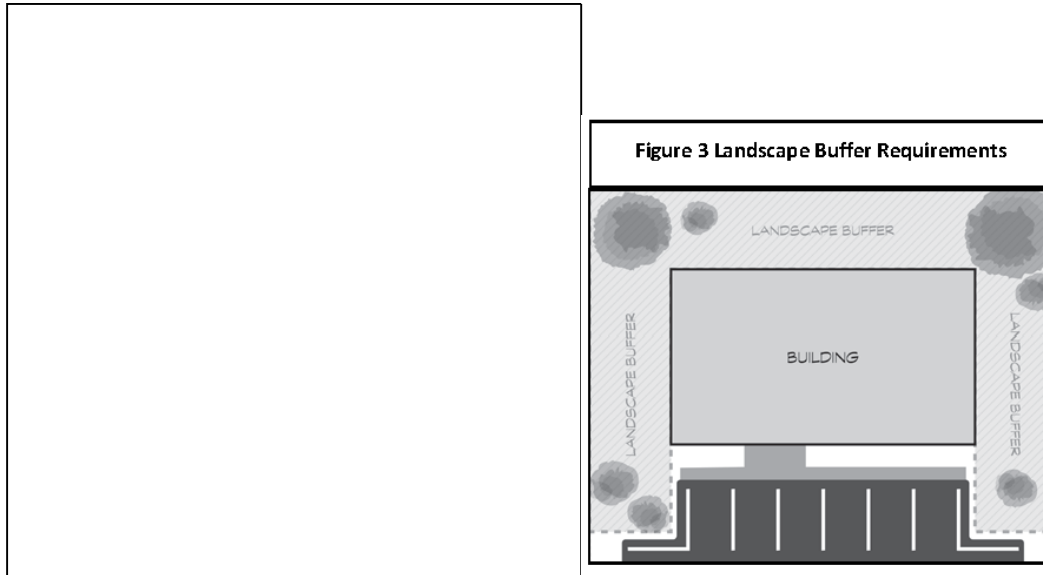
(Ord. No. O15-04, 5-5-2015)

17.27.070 - Site design requirements.

- A. Inter-site circulation is required to provide for orderly and appropriate vehicular traffic between adjacent properties. This will also limit the number of necessary approaches on busy roadways.
- B. Parking exceeding the minimum requirement is discouraged.
- C. Landscape islands are required at the terminal ends of all parking rows.
- D. Pedestrian connectivity from parking areas to buildings shall be provided by interior sidewalks or designated, striped pedestrian crossings.
- E. Shared parking is encouraged when property owners have a written agreement as to the terms of the shared parking. The written agreement is not subject to approval by the city but should be presented if it is applicable to meeting off-street parking requirements. See Figure 2.



- F. Landscaping must be an integral part of the site design. A landscape buffer is required as part of any site development. The buffer shall be designed to provide both screening and aesthetic effect. See Figure 3.



- G. Landscaping should be of an indigenous species or one that is acclimated to the city's climate.
- H. Landscaping shall include a mix of plants, shrubs, sod and trees. A minimum of fifty percent of the trees shall be at least 2.5 inch in caliper size.
- I. Landscaping shall not interfere with clear vision requirements.
- J. If a property is located in this district and the entryway zoning district, parking and landscape requirements of the entryway zoning district shall apply.

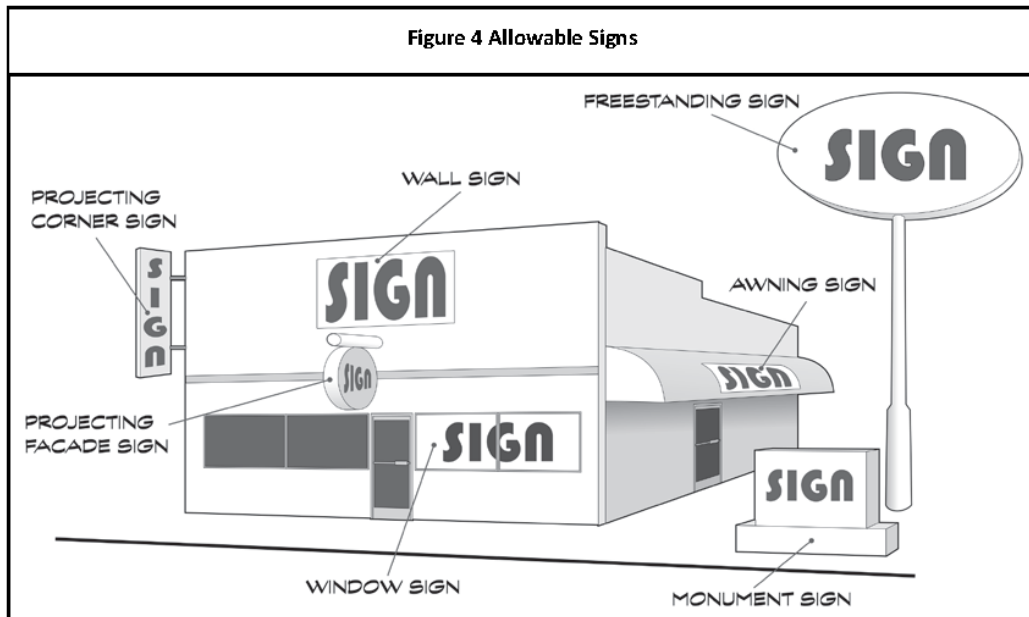
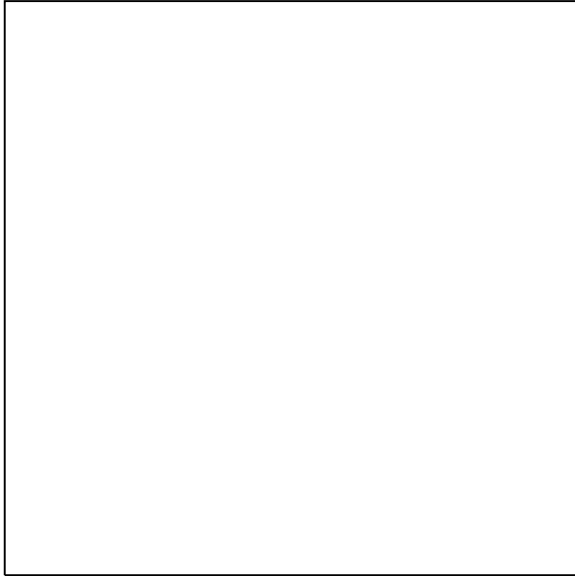
(Ord. No. O15-04, 5-5-2015)

17.27.080 - Signage requirements.

Laurel Municipal Code Chapter 17.42 governs signage within the city of Laurel. Exceptions to LMC 17.42 occur only when a property is located in a special zoning district. If a property is located in this District and the Entryway Zoning District, signage requirements of the Entryway Zoning District shall apply.

- A. Allowable sign types include wall signs, window signs, awning signs, corner projecting signs, and projecting signs. See Figure 7.





- B. Illumination is encouraged to be internal. When external illumination is used, it must be focused only upon the sign face and must have cut off shields to prevent light spillage.
- C. Any projecting or corner projecting sign shall not extend above the roofline of the attached building.
- D. Any wall sign shall not exceed 30 percent of the area of any building façade.
- E. Electronic message boards are not permitted in this district.

(Ord. No. O15-04, 5-5-2015)

**File Attachments for Item:**

7. Resolution - A Resolution Approving A Zone Change For Property Located At 801 East Main Street Within The City Of Laurel.

**RESOLUTION NO. R21-\_\_**

**A RESOLUTION APPROVING A ZONE CHANGE FOR PROPERTY  
LOCATED AT 801 EAST MAIN STREET WITHIN THE CITY OF LAUREL.**

WHEREAS, a zone change has been requested in the current zoning designation by the owner of the herein described property that is located within the City of Laurel and is located at 801 E. Main Street as further described herein (“Property”); and

WHEREAS, the existing zoning for the Property is Community Commercial which the owner seeks to have changed to Central Business District; and

WHEREAS, it is in the best interests of the residents of the City of Laurel to adopt this resolution thereby approving the proposed zoning changes to provide for an expanded, uniform, and orderly growth for the City; and

WHEREAS, a public hearing was held by the City’s Zoning Commission on March 17, 2021 and the City Council on April 13, 2021 and based on the evidence presented at the Public Hearings and documents submitted by Staff, the City Council has determined the requested zone change is in the City’s best interest as detailed in the Zoning Commission and City Council Records which are incorporated herein as part of this resolution; and

WHEREAS, the City Council hereby adopts the findings contained in the Zoning Commission Record as well as all items in the Council Record.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the zone change requested by the Property owner is hereby approved for the Property located at 801 East Main Street which is further described as follows:

NUTTING SUBD, S10, T02 S, R24 E, BLOCK 20, Lot 12A, AMND LESS 2731' FOR MAIN ST (08)

BE IT FURTHER RESOLVED, the Property’s zoning designation is hereby changed from Community Commercial to Central Business District subject to the following conditions:

1. The Owner/Developer shall comply with all the requirements of LMC Chapter 17.72
2. The Owner/Developer shall submit any and all applicable and necessary permits and fees for development of the parcels subject to this zone change approval.
3. The Owner/Developer shall not install and/or operate any uses on parcels subject to this zone change which are not allowable under LMC Chapter 17.16.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2021, by  
Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_th  
day of \_\_\_\_\_, 2021.

APPROVED by the Mayor this \_\_\_th day of \_\_\_\_\_, 2021.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



**AGENDA  
CITY OF LAUREL  
CITY/COUNTY PLANNING BOARD  
WEDNESDAY, MARCH 17, 2021  
5:35 PM  
CITY COUNCIL CHAMBERS**

**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.*

1. Roll Call

The Chair called the meeting to order at 5:45pm

John Klasna  
Roger  
Evan Bruce  
Dan Koch  
Judy Goldsby  
Nick Altonaga (City of Laurel)  
Gavin Williams (arrived at 5:45pm)

**General Items**

2. Meeting Minutes: February 17, 2021

The Chair presented the minutes from the meeting on February 17, 2021.

Dan Motioned to accept the minutes from February 17, 2021 meeting.  
Jon Seconded.  
Motion Carried.

**New Business**

3. Public Hearing: EBY Trailers Variance (E. Railroad St.)

The Planning Director presented the details of the staff report.

Judy questioned where the exact location of the development was. The Planning Director explained that it was located towards the end of E. Railroad street, adjacent to other recent developments.

The Chair Called for Proponents

Chuck Henricks, EEC Engineering  
720 Well West Lane, Billings, MT

The civil engineer representing the client on this application as well as previous similar applications. These are similar to the previous variances applied for. The only difference is that this project is within the SE 4<sup>th</sup> Street Overlay District and provides alternatives to that strict standard.

Rustic Modern versus traditional log and stone façade.

- The Variance for the fastener panels will only be on the east side of the building.

- Roof is architectural concealed fastener panelling, along with the rear portion.
- Bufferyard variance is self-explanatory – Sewer main line exists within the landscape bufferyard area.
- Landscaping islands – Only looking for this for the 8 employee parking spots.
- Have about 6-7x the required parking spots.

Roger: Roof type?  
 24 gauge  
 Standing seam, trapezoidal, 3inch tall.

The Chair Called for Proponents  
 The Chair Called for Proponents

The Chair Called for Opponents  
 The Chair Called for Opponents  
 The Chair Called for Opponents

There being none, the chair moved on to Planning Board discussion.

Jon had questions about the number of bays for trailers.  
 2 exterior, and additional bays inside.

Dan asked about Fire protection.  
 We are under the square foot requirements for fire suppression systems.

Dan called the question.

The Chair summarized the situation.

Board members discussed additional possible conditions of approval. The Planning Director will update the staff report to suit the situation.

- All applicable building and other permits shall be applied for
- The development shall comply with the sign code.

Gavin Motioned to approve the Variance for EBY Trailers with the staff conditions of approval presented in the Staff Report.

Evan Seconded.

Motion Carried.

#### 4. Public Hearing: 801 E. Main Street Zone Change

Nick presented the findings of the staff report.

The Chair called for Proponents.

Shannon Otis. 3670 Spaulding Ave, Billings, MT

- Owner of the company that owns 801 E. Main St.
- The current parking requirements limit the amount of development on the lot.

- Plan to fix the laydown on the lot in order to fix the landscaping.
- Proposing new curbing along the property.
- The current zoning limits the development due to parking. This zone change focuses on the current rehabilitation.

Roger- Entrances to the rentals? What side will they be on?

The East. Can enter from Main Street and the rear street. Hope to close up the accesses.

Dan: The property line between the car wash and the current building should be considered. That neighboring Convenience store and Car wash – Is there an agreement for shared access?

The alleyway is on the 801 E Main Property, but the owner and the neighboring owner want to keep shared access.

The Chair Called for Proponents

Dan Foos – Owner of neighboring Car Wash and Gas Station. Questions on lots. Sidewalks

- Sidewalks will be on the western edge of the property.
- Stormwater drainage is a concern.
- Can they build across

Shannon – We don't have the current plans to build on the north side.

Parking situation?

Currently will have them behind the building,

Wil utilize on-street parking on Alder

Dan Foos –

- Concerned about E. 4<sup>th</sup> Street access. No problem with on-street parking on Alder. But want to ensure access to the rear of his properties to the East.
- Pins for the driveway – They are at the centerline of the driveway. Need to be sure to

Dan: What will the parking area be composed of?

Shannon: Right now, we are planning to clean it up and put gravel down. And keep the gravel out of the street through curbing.

Dan: Greenery?

Boulevard areas will have greenery.

There are water pooling issues on-site currently.

Need to decide how the water will be channeled.

Roger: Catch basins on the property? Aren't there two on the corners of the property?

The Chair Called for Opponents

Kurt Bradley, Lives across the street. Not necessarily an opponent but wanted to provide comment.

- Dan Foos and his wife have been very good neighbors with maintenance.
- Currently down-wind from this development. Garbage dumping brings an aroma.
- The City tried to put garbage cans in the street and it did not work well.

- Placed the garbage cans on Alder. This caused stray trash to blow into his yard. We HAVE to deal with garbage pick-ups and routes. Street strength? Garbage corrals/enclosures? Have concerns about the situation due to not wanting to pick up stray trash in the front yard. What might help is to ensure that all garbage is bagged.
- Garbage collection currently – Foos property has one can on the block but many adjacent property owners drop their trash in it. Have moved the can down to Alder Avenue due to the bad road conditions. This works better for the garbage route. The cans can fill up very fast.

The Chair Called for Opponents  
 The Chair Called for Opponents

The board moved on to voting.  
 Dan called for the question.

Jon Motioned to approve the Zone Change for 801 E. Main Street with the conditions presented in the staff report.  
 Roger Seconded.  
 Motion Carried.

5. Sign Review: Jimmy John's, SE 4th Street

Nick presented the Sign permit for Jimmy Johns at the new retail location on SE 4<sup>th</sup> Street.

What side will the Drive-Thru be on?  
 East Side.

Gavin Motioned to approve the sign permit for new Jimmy John's location.  
 Jon Seconded.  
 Motion Carried.

**Old Business**

**Other Items**

6. Ongoing Projects

- Casa Linda Subdivision
- Cherry Hills Subdivision
- Golf Course Annexation and Subdivision
- Goldberg Sporting Estates
- Dyer PUD In-office.
- West Laurel Interchange Planning
- BSTF Planning Grant
- Downtown Parking Study
- Downtown Landscaping and Lighting
- Zoning Code Update

**Announcements**

7. Adjourn



8. Next Meeting: April 21, 2021

Meeting Adjourned at 6:56pm.

**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**



## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT

TO: Laurel City-County Planning Board / Zoning Commission  
FROM: Nicholas Altonaga, Planning Director  
RE: 801 E. Main Street Zone Change  
DATE: March 24, 2021

### DESCRIPTION OF REQUEST

The Owner of 801 E. Main Street has requested a zone change from Community Commercial (CC) to Central Business District (CBD). Shannon Otis, the representative of the property owner, submitted the application packet to the Planning Department on February 17, 2021. The Applicant previously met with the Planning Director on site to discuss the zone change process and what a change of zoning designation would mean.

Owner: Investment Properties Finance Group LLC  
Legal Description: NUTTING SUBD, S10, T02 S, R24 E, BLOCK 20, Lot 12A, AMND LESS 2731' FOR MAIN ST (08)  
Address: 801 E. Main Street  
Parcel Size: 10,939sqft  
Existing Land Use: Commercial, vacant (under construction)  
Existing Zoning: Community Commercial  
Proposed Land Use: Central Business District

### BACKGROUND AND PROCEDURAL HISTORY

- Applicant met with Planning Director in January of 2021 to discuss the current project on the property and the zone change process.
- Applicant submitted the zone change application on February 17, 2021.
- A Public Hearing was held at the Laurel City-County Planning Board meeting on March 17, 2021 to receive public comment and approve, approve with conditions, or deny the zone change.
- The Planning Board voted to approve the Zone Change Request with the stated staff conditions.

- A Public Hearing is scheduled at the Laurel City Council meeting on April 13, 2021 to receive public comment and approve, approve with conditions, or deny the zone change.

**STAFF FINDINGS**

The Applicant is requesting a zone change for the property at 801 E. Main Street. They request a zone change from the existing Community Commercial (CC) designation to the Central Business District (CBD) designation.

- The Applicant has met with the Planning Director regarding the zone change application.
- The Applicant has submitted the application and applicable fees.
- The Applicant has a goal of redeveloping and rehabilitating the parcel in order to build more residential units within the East downtown area.
- The Applicant has stated that the CBD designation provides greater opportunities for future lot development.
- The property is directly adjacent to the current delineated Central Business District.
- The property is one of two commercial properties directly East of the Central Business District zoning district that were not included in that zoning at the time of its establishment.
- The public noticing requirements have been met.

**PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA**

- 17.72.060 - Zoning commission action.
- A. The zoning commission shall review and take action upon each application in accordance with the provisions of this chapter, and after a public hearing at which the application shall be presented to the zoning commission by the planning director together with his findings and conclusions on the matter. A report of the commission's recommendation and the planning director's findings and conclusions shall be submitted to the city council.
  - B. The zoning commission shall make a recommendation to the city council to:
    1. Deny the application for amendment to the official map;
    2. Grant action on the application for a period not to exceed thirty days;
    3. Delay action on the application for a period not to exceed thirty days;
    4. Give reasons for the recommendation.
  - C. The zoning commission shall adopt such rules and regulations for the conduct of public hearings and meetings, which shall be published and available to the public, as well as conflict of interest rules, to ensure that no member is entitled to vote on a matter in which he has an interest directly or indirectly.

## RECOMMENDATIONS

The Planning Director recommends that the Zoning Commission approve the zone change request. The Planning Director has drafted conditions of approval which are presented below.

1. The Owner/Developer shall comply with all the requirements of LMC Chapter 17.72
2. The Owner/Developer shall submit any and all applicable and necessary permits and fees for development of the parcels subject to this zone change approval.
3. The Owner/Developer shall not install and/or operate any uses on parcels subject to this zone change which are not allowable under LMC Chapter 17.16.

## ATTACHMENTS

1. 801 E. Main Street Zone Change Application
2. Overhead Map with 300ft buffer
3. Nutting Subdivision Plat (1909)
4. List of Adjacent Property Owners
5. Public Hearing Notice
6. LMC 17.72 – Amendments
7. LMC 17.20 – Commercial-Industrial Use Regulations





2419 11TH LLC  
B00501  
PO BOX 7128  
SHERIDAN, WY 82801-7003

ARROYO SECO GROUP INC  
B00489  
7308 EL NIDO  
LA VERNE, CA 91750-1127

BRADLEY, CURTIS J & BONNIE  
J  
B00904  
813 E 4TH ST  
LAUREL, MT 59044-2801

CITY OF LAUREL  
B00500  
115 W 1ST ST.  
LAUREL, MT 59044

DEMARAY, ROGER D &  
KRISTINA R  
B00497  
4207 RIMROCK RD  
BILLINGS, MT 59106-1420

EAST MAIN DEVELOPMENT  
LLC  
B00911  
1415 RIDGE DR.  
LAUREL, MT 59044-1817

HOLYCROSS, DAVID A  
B00907  
801 E 4TH ST  
LAUREL, MT 59044

INVESTMENT PROPERTIES  
FINANCE GROUP LLC  
B00912  
801 MAIN ST  
LAUREL, MT 59044

LAUREL CHURCH OF CHRIST  
B00499  
PO BOX 95  
LAUREL, MT 59044-0095

MONSON, CHRIS  
B00903  
817 E 4TH ST  
LAUREL, MT 59044

MONTANA RAIL LINK  
D13144C  
PO BOX 16624  
MISSOULA, MT 59808-6624

MORAN, MICHAEL G  
B00908  
PO BOX 461  
LAUREL, MT 59044-0461

PORCH LIGHT LLC  
B00906  
805 E 4TH ST  
LAUREL, MT 59044

RICHARDS, STEVEN W &  
JENNY L  
B00902  
819 E 4TH ST  
LAUREL, MT 59044

SMITH, LANCE E & AMBER  
B00496  
20 OHIO AVE  
LAUREL, MT 59044

TOWN & COUNTRY SUPPLY  
ASSOCIATION  
B00498  
PO BOX 367  
LAUREL, MT 59044-0367

VANDYKE, BECKY L  
B00909  
417 ALDER AVE  
LAUREL, MT 59044

WEATHERFORD, KEENAN  
B00901  
412 BIRCH AVE  
LAUREL, MT 59044

## PUBLIC HEARING NOTICE

The Laurel City-County Planning Board and Zoning Commission will conduct a public hearing on a zone change requested for 801 East Main Street. The Zoning Commission hearing is scheduled for **5:35 P.M., in the City Council Chambers at City Hall, 115 West 1st Street, Laurel, Montana, on Wednesday, March 17<sup>th</sup>, 2021.**

Additionally, the City Council has scheduled a public hearing for the consideration of the zone change request. The City Council hearing is scheduled for **6:30 P.M., in the City Council Chambers at City Hall, 115 West 1st Street, Laurel, Montana, on Tuesday, April 13<sup>th</sup>, 2021.**

The applicant is requesting a zone change from the Community Commercial zoning District to the Central Business District zoning district. The Community Commercial district is intended to accommodate community retail, service and office facilities offering a greater variety than would normally be found in a neighborhood or convenience retail development. The requested Central Business District zoning district is intended to primarily accommodate stores, hotels, governmental and cultural centers and service establishments at the central focal point of the city's transportation system.

**Public comment is encouraged and can be provided in person at the public hearings on March 17<sup>th</sup> and April 13<sup>th</sup>.** Public comment can also be made via email to the Planning Director, or via letter to the Planning Department office at 115 West 1<sup>st</sup> Street Laurel, MT 59044. A copy of the zone change documentation is available for review upon request at the Planning Department office. Questions regarding this public hearing may be directed to the Planning Director at 628-4796 ext. 5302, or via email at [cityplanner@laurel.mt.gov](mailto:cityplanner@laurel.mt.gov).



## Chapter 17.72 - AMENDMENTS

### Sections:

#### 17.72.010 - Purpose of provisions.

Whenever the public necessity, convenience, general welfare, or good zoning practice requires, the city council may amend, supplement, or change the regulations in this title, or the zoning boundaries or classification of property on the zoning map, as set forth in this chapter.

(Prior code § 17.84.010)

#### 17.72.020 - Amendment procedure.

Amendments to the text of the title and/or changes in the zoning boundaries or classification of properties shown on the zoning map may be initiated by the city council on their own motion, or upon recommendation of the planning board but no amendment shall become effective unless it shall have been submitted to the zoning commission for review and recommendation. Before enacting an amendment to this title, the city council shall give public notice and hold a public hearing thereon.

(Ord. 96-5 (part), 1996; prior code § 17.84.020 (part))

#### 17.72.025 - Amendment by private property owner.

Amendments to the zoning boundaries or classification of property shown on the zoning map may be initiated by property owners of the land proposed to be rezoned, by the filing with the zoning commission secretary of a zoning change application, which application shall be provided by the zoning commission secretary, and accompanied by all other materials and data required in the application.

(Ord. 01-4 (part), 2001; Ord 96-5 (part), 1996; prior code § 17.84.020 (part))

#### 17.72.030 - Preapplication conference required.

Persons or parties interested in submitting an application for a zoning change shall consult with the planning director and the building inspector, at a joint meeting, if possible, concerning a proposed zoning change, its relation to and effect upon the comprehensive plan, any applicable specific plans or any plans being prepared by the planning department, and whether the proposed change is in conformance with public necessity, convenience, general welfare and good zoning practice.

(Prior code § 17.84.030)

#### 17.72.040 - Application requirements.

- A. Unless initiated by the city council or planning board, all applications for official map amendments must be submitted by the owner of such property, the contract purchaser, or the authorized agent of the owner. An application for an amendment affecting the same property shall not be submitted more often than once every twelve months. The zoning change application shall contain the following information:
1. Name of applicant;
  2. Mailing address;
  3. Telephone number;

4. Accurate legal description of location;
  5. Nature of zoning change requested;
  6. Description of present land uses;
  7. Description of adjacent land uses;
  8. Statement of intended land use;
  9. Statement concerning any expected effect upon the adjacent neighborhood;
  10. Date of preapplication conference;
  11. Names and addresses of adjacent property owners, within three hundred feet;
  12. Signature of applicant;
  13. Payment of all applicable fees.
- B. An application for amendment to the official map 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.
- C. An application for a zone change may not be withdrawn or amended after the legal advertising, as required by this section, has appeared for final public hearing before the city council. An applicant may be allowed to withdraw at the time of the zoning commission hearing by a majority vote of the members present without requiring council approval of the withdrawal and without prejudice with respect to the twelve month waiting period providing, however, that no application be allowed to be withdrawn more than once within the twelve month period after application shall have first been submitted.

(Prior code § 17.84.040)

17.72.050 - Planning department evaluation responsibility.

The planning director, upon receiving an application for rezoning 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 zoning change 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. In the case of a protest petition filed in the matter of any application for rezoning determine the validity of such petition;
- D. Advertise twice in a newspaper of general circulation in the jurisdictional area of the Laurel-Yellowstone city-county planning board at least fifteen days in advance of the time and place of the public hearing;
- E. Notify, by mail, the applicant or his authorized agent five days prior to the date of the public hearing of the time and place of such hearing;
- F. Notify, by mail, all property owners within three hundred feet of the exterior boundaries of the property subject to the rezoning; 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 substantial environmental impact on surrounding land uses;
- G. The planning director shall report his findings and conclusions in writing to the zoning commission, which report shall be a matter of public record.

(Ord. 01-4 (part), 2001; prior code § 17.84.050)

17.72.060 - Zoning commission action.

- A. The zoning commission shall review and take action upon each application in accordance with the provisions of this chapter, and after a public hearing at which the application shall be presented to the zoning commission by the planning director together with his findings and conclusions on the matter. A report of the commission's recommendation and the planning director's findings and conclusions shall be submitted to the city council.
- B. The zoning commission shall make a recommendation to the city council to:
  - 1. Deny the application for amendment to the official map;
  - 2. Grant action on the application for a period not to exceed thirty days;
  - 3. Delay action on the application for a period not to exceed thirty days;
  - 4. Give reasons for the recommendation.
- C. The zoning commission shall adopt such rules and regulations for the conduct of public hearings and meetings, which shall be published and available to the public, as well as conflict of interest rules, to ensure that no member is entitled to vote on a matter in which he has an interest directly or indirectly.

(Prior code § 17.84.060)

17.72.070 - Public hearing—Notice required.

- A. Before taking action on an application for an amendment to the official map, and after presentation of the zoning commission's recommendation, the city council shall hold a public hearing on the application.
- B. The recommendations of the zoning commission shall be published twice in a newspaper of general circulation in the jurisdictional area of the Laurel-Yellowstone city-county planning board, and not less than fifteen days after the first publication of such notice, a final hearing shall be held at the next regular meeting of the city council.
- C. When such proposed amendment has been denied by the city council neither it nor one involving the same tract(s) shall be offered for adoption within one year after such denial.
- D. In case, however, of a valid protest petition against such change signed by the owners of twenty per centum or more either of the lot included in such proposed change, or of those immediately adjacent in the rear of extending one hundred fifty feet therefrom or of those adjacent on either side thereof within the same block, or of those directly opposite thereof extending one hundred fifty feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fourths of all the members of the city council.

(Ord. 01-4 (part), 2001; prior code § 17.84.070)

17.20.010 - List of uses.



Table 17.20.010 designates the special review (SR) and allowed (A) uses as governed by commercial — industrial use regulations.

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Accessory buildings or uses incidental and customary to a permitted residential use and located on the same parcel as the permitted residential use	A	A	A	A	A	A	A	A	A
Airports	A								A
Alcoholic beverages manufacturing and bottling (except below):							A	A	
1,500 to 5,000 31-gallon barrels per year				SR	SR	SR	A	A	
Less than 1,500 gallon barrels per year				A	A	A	A	A	
Ambulance service			A	A	A	A	A	A	
Antique store				A	A	A	A		
Appliance - (household) sales and service			A	A	A	A	A		
Assembly halls and stadium					SR	SR	SR		SR
Assembly of machines and appliances from previously prepared parts					SR	SR	SR		SR
Auction house, excluding livestock				SR	SR	A	A	A	
Auction, livestock	SR								
Automobile sales (new and used)				A	A	A	A		
Automobile - commercial parking enterprise				A	A	A	A	A	
Automobile and truck repair garage				A	A	A	A	A	
Automobile service station			A	A	A	A	A	A	
Automobile wrecking yard								SR	
Bakery products manufacturing					SR	A	A	A	
Bakery shops and confectioneries			A	A	A	A	A		
Banks, savings and loan, commercial credit unions			A	A	A	A	A		
Barber and beauty shops			A	A	A	A	A		
Bed and breakfast inns	A		A		A	A			
Bicycle sales and repair			A	A	A	A	A		
Blueprinting and photostating			A	A	A	A	A		
Boarding and lodging houses	A		A		A	A			
Boat building and repair						A	A	A	
Boat sales new and used					A	A	A	A	
Boiler works (manufacturing servicing)								A	
Boiler works (repair and servicing)							A	A	
Book and stationery store			A	A	A	A	A		
Bottling works							A	A	
Bowling alleys				A	A	A	A		
Brick, tile or terra cotta manufacture								A	
Bus passenger terminal buildings local and cross country				A	A	A	A		
Bus repair and storage terminals						A	A	A	
Camera supply stores			A	A	A	A	A		
Camps, public					SR	A			A
Car washing and waxing					A	A	A		
Car wash - coin operated			A	A	A	A	A		
Cement, lime and plastic manufacture								A	
Ceramics shop		SR	A	A	A	A	A		
Chemical and allied products manufacture								A	
Child care facilities	A		A		A	A			
Churches and other places of worship including parish houses and Sunday school building	A	SR	A	A	A	A	A	A	
Clinic, animal	A		A	A	A	A	A		
Clinics, medical and dental		SR	A	A	A	A	A		
Clothing and apparel stores			A	A	A	A	A		
Coal or coke yard								A	
Cold storage					A	A	A		
Colleges or universities			A	A	A	A			A
Commercial recreation areas			SR	A	A				A

17.20.010 - List of uses.



Table 17.20.010 designates the special review (SR) and allowed (A) uses as governed by commercial — industrial use regulations.

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Commercial food products, storage and packaging						SR	A	A	
Communication towers (commercial)	A	A	A	A	A	A	A	A	SR
Concrete mixing plants and manufacturing of concrete products							A	A	
Construction contractors:									
Office			A	A	A	A	A	A	
Open storage of construction materials or equipment						SR	A	A	
Community residential facilities:									
Adult foster family care home	A		A		A	A			
Community group home	A		A		A	A			
Halfway house	A		A		A	A			
Youth foster home	A		A		A	A			
Youth group home	A		A		A	A			
Nursing, homes, convalescent homes, orphanages, and charitable institutions	A		A		A	A			
Crematorium						SR	A	A	SR
Creameries, dairy products manufacturing							A	A	
Creosote manufacturing or treatment plants								A	
Department stores				A	A	A	A		
Drug stores			A	A	A	A	A		
Dry kiln								A	
Dwellings: single-family Manufactured home	A	A	A	A	A				
Class A, Class B, Class C									
two family			A	A	A				
multiple family			A	A	A				
row housing			SR	SR	SR				
Eating and drinking establishments:									
Cocktail lounge, restaurants, bars and taverns				SR	SR	SR	SR		
Restaurants (without the sale of alcoholic beverages)				A	A	A	A		
Drive-in restaurants					SR	SR	SR		
Extractive industries - excavations of sand and gravel		SR					SR		
Farm implements, sales and service						A	A	A	
Fat rendering or production of fats and oils								SR	
Feedlots – livestock	A							SR	
Feed and seed processing and cleaning for retail purposes									
Feed and seed - farm and garden retail sales					A	A	A		
Fertilizer manufacturing								SR	
Fertilizer wholesale sales						SR	SR	A	
Fertilizer - retail sales					A	A	A		
Florist, wholesale sales	SR				A	A	A		
Florist, retail sales			A	A	A	A	A		
Flour mills							SR	SR	
Food products manufacturing, storage and processing						SR	SR	A	
Food stores (retail only)				A	A	A	A		
Food stores (retail only) - 3000 sq. ft.			A	A	A	A	A		
Foundry								A	
Frozen food lockers					A	A	A		
Fuel oil, gasoline and petroleum products bulk storage or sale						A	A	A	
Furnace repair and cleaning					A	A	A	A	
Furniture and home furnishings, retail sales			A	A	A	A	A		
Furriers, retail sales and storage			A	A	A	A	A		
Gambling establishments				A	A	A	A		
Garbage, offal and animal reduction or processing							SR		
Garbage and waste incineration								SR	
Gas storage								SR	

17.20.010 - List of uses.



Table 17.20.010 designates the special review (SR) and allowed (A) uses as governed by commercial — industrial use regulations.

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Gases or liquified petroleum gases in approved portable metal containers for storage or sale						A	A	A	
Grain elevators	A					SR	SR	A	
Greenhouses	A				A	A	A	A	
Hardware, appliance and electrical supplies, retail sales				A	A	A	A		
Hatcheries	A						SR	SR	
Heliports				SR		SR	SR	SR	SR
Hobby and toy stores			A	A	A	A	A		
Hospitals (for the care of human patients)			A	A	A	A		A	
Hospital, animal		A		SR	SR	A	A	A	
Hotels				A	A	A			
Industrial chemical manufacture except highly corrosive, flammable or toxic materials								SR	
Irrigation equipment sales and service					A	A	A	A	
Jails and penal institutes									A
Janitor service				A	A	A	A		
Jewelry and watch sales			A	A	A	A	A		
Kennels – commercial	A				SR	A	A		
Laboratories for research and testing						SR	A	A	
Landfills - reclamation or sanitary									A
Laundries, steam and dry-cleaning plants							A	A	
Laundries, steam pressing, dry-cleaning and dyeing establishments in conjunction with a retail service counter under 2500 sq. ft. in size			A	A	A	A	A		
Laundries, pick up stations			A	A	A	A	A		
Laundries, self-service coin operated			A	A	A	A	A		
Libraries, museums, and art galleries			A	A	A	A	A		A
Lock and gunsmiths			A	A	A	A	A		
Lodges, clubs, fraternal and social organizations provided that any such club establishment shall not be conducted primarily for gain				A	A	A			
Lumber yards, building materials, storage and sales						A	A	A	
Machine shops						SR	A	A	
Manufacturing - light manufacturing not otherwise mentioned in which no excessive fumes, odors, smoke, noise or dust is created						SR	A	A	
Heavy manufacturing not otherwise mentioned or blending or mixing plants						SR	SR		
Meat processing - excluding slaughter plants						SR	A		
Meat processing, packing and slaughter								SR	
Medical marijuana cultivation facility or cultivation facility							A	A	
Medical marijuana dispensary or dispensary							A		
Metal fabrication						SR	SR	A	
Motorcycle sales and repair				A	A	A	A		
Mortuary			A	A	A	A	A		
Motels and motor courts				A	A	A			
Music stores			A	A	A	A	A		
Office building, professional government and private office buildings in which no activity is carried on catering to retail trade and no stock of goods is maintained for sale	SR	SR	A	A	A	A	A	A	SR
Office equipment, supplies and service			A	A	A	A	A		
Optician and optical supplies and sales			A	A	A	A	A		
Oxygen manufacturing and/or storage								A	
Paint and body shops				A	A	A	A	A	
Paint and retail sales			A	A	A	A	A		
Parking, public		SR	A	A	A	A	A	A	A

17.20.010 - List of uses.



Table 17.20.010 designates the special review (SR) and allowed (A) uses as governed by commercial — industrial use regulations.

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Parks, playgrounds, playfields and golf courses, community center buildings - operated by public agency, neighborhood or homeowner's association	A	SR							A
Pawn shops				A	A	A	A		
Pet shops			A	A	A	A	A		
Photographic studios		SR	A	A	A	A	A		
Planing or saw mills								A	
Post-secondary school	A	A	A	A	A	A			A
Prefabricated building materials assembly and manufactures						SR	A	A	
Preschool	A	SR	SR	SR					
Printing, publishing, reproduction and lithography				A	A	A	A	A	
Processing of previously slaughtered meats, including cutting, wrapping, and freezing by freezer and locker provisioners					A	A	A	A	
Public utilities service installations	SR	SR	SR	A	A	A	A	A	SR
Public utilities storage yard						A	A	A	SR
Radio and TV broadcasting stations				A	A	A	A	A	
Radio and TV tower						A	A	A	SR
Railroad yard							A	A	
Real estate office			A	A	A	A	A		
Rental service store and yard					A	A	A		
Repair and servicing of industrial equipment and machinery						A	A	A	
School, commercial			A	A	A	A			A
Scrap yards - storage and processing								A	
Secondhand stores and/or antique store				A	A	A	A		
Sheet metal shops and processing							A	A	
Shoe repair				A	A	A	A	A	
Sign manufacturing, painting and maintenance						A	A	A	
Sign									
Billboards	SR					SR	SR	SR	
On premises	A	SR	A	A	A	A	A	A	
Off premises	SR			SR	SR	SR	SR	SR	
Slaughterhouse	SR							SR	
Sporting goods sales				A	A	A	A		
Storage, compartmentalized storage for commercial rent							SR	SR	
Storage and warehouse and yards							SR	A	
Stone cutting, monuments manufacturing and sales							SR	A	
Sugar and sugar beet refining								SR	
Swimming pools or beaches, public									A
Taxi stands				A	A	A	A		
Theaters, cinema, opera houses				A	A	A			
Drive-in theaters						SR			
Tire recapping and retreading						A	A	A	
Trailer and recreational vehicle sales area					A	A	A		
Travel trailer park (transient)						SR			
Truck terminals, repair shops, hauling and storage yards						A	A	A	
Water and sewage treatment plant	A								A
Wholesale and jobbing establishments						SR	A	A	
Woodworking shops, millwork						SR	A	A	
Zoo, arboretum	SR								A

(Ord. No. O09-01, 3-17-09; Ord. No. O09-07, 7-7-09; Ord. No. O11-01, 2-15-2011; Ord. No. O-14-03, 8-5-2014)



**17.20.020 - Zoning classified in districts.**

Zoning for commercial — industrial use is classified in and subject to the requirements of Table 17.20.020.  
(Prior code § 17.32.020)

Zoning Requirements	A	RP*	NC*	CBD*	CC*	HC	LI	HI	P
Lot area requirements in square feet, except as noted, 20 acres	20 acres	NA	NA	NA	NA	NA	NA	NA	NA
Minimum yard requirements:									
Front <sup>(a)</sup>	NA	20	20	NA	20	20	20	20	20
Side <sup>(b)</sup>		0	0		0	0	0	0	0
Side adjacent to street		10	10		10	10	10	10	10
Rear <sup>(b)</sup>		0	0		0	0	0	0	0
Maximum height for all buildings <sup>(c)</sup>	NA	25	25	NA	25	45	70	NA	NA
Maximum lot coverage in percent	NA	50	50	NA	50	75	75	75	50
Minimum district size (expressed in acres)	20 acres	2.07	2.07	2.07	2.07	2.07	2.07	2.07	NA
(NA means not applicable)									
*The lot area, yard and lot coverage requirements for 1 and 2 single family dwellings in commercial zoning districts shall be the same as those in the RLMF residential zoning district.									
(a) Arterial setbacks									
(b) Side and rear yards									
(c) Except as provided in the airport zone									

(Ord. No. O-14-03,8-5-2014)



**File Attachments for Item:**

8. Ordinance No. O21-02: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana.

## ORDNANCE NO O21-02

### AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 14 OF THE LAUREL MUNICIPAL CODE RELATING TO THE ADOPTION AND ENFORCEMENT OF BUILDING CODES FOR THE CITY OF LAUREL AS REQUIRED BY THE STATE OF MONTANA.

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

WHEREAS, the City's Public Works Department Staff worked with Building Officials from the State of Montana to prepare the amendments to the Laurel Municipal Code to remain consistent and in accordance with the rules adopted by the State of Montana, Building Codes Bureau.

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing Title 14 as noted herein and hereby recommends the same to the City Council for their full approval.

#### **Title 14 BUILDINGS AND CONSTRUCTION**

##### **Chapter 14.12 - INTERNATIONAL BUILDING CODE, 2018 EDITION**

##### **NEW SECTIONS:**

##### 14.12.030 – Modifications to the International Building Code

- A. Section 101.1 – Insert: City of Laurel – So that it reads: These regulations shall be known as the Building Code of City of Laurel, hereinafter referred to as “this code.”
- B. Section 1612.3 – Insert: Yellowstone County, Montana and Incorporated Area and November 6, 2013 – So that it reads: “The Flood Insurance Study for Yellowstone County, Montana and Incorporated Area dated November 6, 2013, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto.

##### 14.12.040 – Violation – Penalty

Any person violating a provision of this chapter may, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

## **Chapter 14.16 - INTERNATIONAL RESIDENTIAL BUILDING CODE, 2018 EDITION**

### **NEW SECTIONS:**

#### 14.16.030 – Modifications to the International Residential Building Code

- A. Section R101.1 – Insert: City of Laurel – So that it reads: These provisions shall be known as the Residential Code for One- and Two-family Dwellings of City of Laurel and shall be cited as such and will be referred to herein as “this code”.

#### 14.16.040 – Violation – Penalty

Any person violating a provision of this chapter may, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

## **Chapter 14.18 - INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION**

### **NEW SECTIONS:**

#### 14.18.030 – Modifications to the International Existing Building Code.

- A. Section 101.1 – Insert: the City of Laurel – So that it reads: These regulations shall be known as the Existing Building Code of the City of Laurel, herein referred to as “this code”.

#### 14.18.040 – Violation – Penalty

Any person violating a provision of this chapter may, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

## **Chapter 14.22 - INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION**

### **NEW SECTIONS:**

#### 14.22.030 – Modifications to the International Energy Conservation Code.

- A. Section C101.1 – Insert: the City of Laurel – so that the section reads; This code shall be known as the Energy Conservation Code of the City of Laurel, and shall be cited as such. It is referred to herein as “this code”.
- B. Section R101.1 – Insert: the City of Laurel – so that the section reads: This code shall be known as the Energy Conservation Code of the City of Laurel, and shall be cited as such. It is referred to herein as “this code”.

#### 14.22.040 – Violation – Penalty

Any person violating a provision of this chapter may, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

**Chapter 14.23 - INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION**

**NEW SECTIONS:**

14.16.030 – Modifications to the International Swimming Pool and Spa Code

A. Section 101.1 – Insert: The City of Laurel – So that it reads: These regulations shall be known as the Swimming Pool and Spa Code of the City of Laurel, hereinafter referred to as “this code”.

B. Section 105.6.2 shall be amended to read – The fees for work shall be as established in the fee schedule adopted by resolution of the City Council.

14.16.040 – Violation – Penalty

Any person violating a provision of this chapter may, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

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

Introduced and passed on first reading at a regular meeting of the City Council on March 23, 2021, by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the Laurel City Council on second reading this \_\_\_\_ day of \_\_\_\_\_, 2021, upon motion of Council Member \_\_\_\_\_.

APPROVED BY THE MAYOR this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

**File Attachments for Item:**

10. Draft Council Agenda for April 13, 2021.



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, APRIL 13, 2021  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R18-XX

NEXT ORD. NO.  
O18-XX

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

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

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of City Council Minutes of March 23, 2021.

**Correspondence**

2. Laurel Airport Authority Minutes of February 23, 2021.

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

3. Title 14
4. Variance
5. Zone Change

**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.*

6. Claims entered through April 9, 2021.
7. Approval of Payroll for PPE 3/21/2021 totaling \$188,095.20.
8. Council Workshop Minutes of August 4, 2021.
9. Council Workshop Minutes of August 25, 2020.
10. Council Workshop Minutes of March 2, 2021.
11. Council Workshop Minutes of March 16, 2021.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

12. City/County Planning Board Minutes of March 17, 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**

13. Appointment of Jake Worden to the Laurel Volunteer Fire Department.
14. Appointment of Russ Bunn, Andrew Zimermann, Mariel Riley, and Amanda Hemmen to the Laurel Volunteer Ambulance Service.
15. Appointment of Katie Fjelstad to the Library Board for the remainder of a five-year term ending 6/30/2023.
16. Resolution - A Resolution Of The City Council Approving A Three-Year Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.
17. Resolution - A Resolution Of The City Council Authorizing The Mayor To Request A Traffic Study For A Portion Of West Main Street Within The City Of Laurel.
18. Resolution - A Resolution Of The City Council Granting A Variance From The City's Zoning Ordinance To Disregard The Bufferyard Requirement, Sight-Obscuring Fence Requirement And Building Design Standards On A Parcel Of Property Located On East Railroad Street.
19. Resolution - A Resolution Approving A Zone Change For Property Located At 801 East Main Street Within The City Of Laurel.
  
20. Ordinance No. O21-02: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana.

**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](#)**