



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

NEXT RES. NO.  
R21-11

NEXT ORD. NO.  
O21-01

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

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

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes of March 22, 2022.

**Correspondence**

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

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

6. Public Hearing - Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.
7. Public Hearing - Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitalities, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/ Tap Room And Sale And Consumption Of Alcohol On Premises, Within An Existing Structure Located At Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel.

**Consent Items**

**NOTICE TO THE PUBLIC**

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

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

10. Approval of Payroll Register for PPE 4/8/2022 totaling \$196,747.05.

## **Ceremonial Calendar**

### **Reports of Boards and Commissions**

- [11.](#) Emergency Services Committee Minutes of February 28, 2022.
- [12.](#) Public Works Committee Minutes 3.21.2022
- [13.](#) Tree Board Minutes March 17, 2022.
- [14.](#) Emergency Services Committee Minutes of March 28, 2022.

### **Audience Participation (Three-Minute Limit)**

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

### **Scheduled Matters**

15. Appointment of Benjamin Spencer to the Laurel Police Department.
- [16.](#) Appointment of Lela Schlitz to the Library Board for the remainder of a five-year term ending June 30, 2024.
- [17.](#) Resolution No. R22-11: Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.
- [18.](#) Resolution No. R22-12: Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitalities, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/Tap Room And Sale And Consumption Of Alcohol On Premises, Within An Existing Structure Located At Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel.
- [19.](#) Resolution No. R22-13: A Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Project Known As H2S Rehabilitation Improvements.
- [20.](#) Resolution No. R22-14: A Resolution Authorizing A Lease Agreement Between The City Of Laurel And Laurel American Legion Post #123, For The Construction And Use Of City Owned Property For A Parking Lot Near The City's Cemetery.
- [21.](#) Resolution No. R22-15: A Resolution Of The City Council Authorizing The Mayor To Execute The Independent Contractor Service Contract By And Between The City Of Laurel And Interstate Power Systems
- [22.](#) Resolution No. R22-16: A Resolution Of The City Council Authorizing The Mayor To Execute The Standard Audit Contract Amendment By And Between The City Of Laurel And Olness & Associates, P.C.

### **Items Removed From the Consent Agenda**

#### **Community Announcements (One-Minute Limit)**

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

#### **Council Discussion**

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

#### **Mayor Updates**

#### **Unscheduled Matters**

#### **Adjournment**

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

**DATES TO REMEMBER**

**File Attachments for Item:**

1. Approval of Minutes of March 22, 2022.

DRAFT

# MINUTES OF THE CITY COUNCIL OF LAUREL

MARCH 22, 2022

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on March 22, 2022.

COUNCIL MEMBERS PRESENT:           Emelie Eaton           Heidi Sparks  
  Michelle Mize           Richard Herr  
  Scot Stokes            Irv Wilke  
  Richard Klose

COUNCIL MEMBERS ABSENT:   Bill Mountsier

OTHER STAFF PRESENT:                   Michele Braukmann, Civil City Attorney

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

Mayor Waggoner asked the council to observe a moment of silence.

## MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of March 8, 2022, as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

## CORRESPONDENCE:

- Beartooth RC&D March 2022 Correspondence.

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

**PUBLIC HEARING:** None.

## CONSENT ITEMS:

- **Claims entered through March 18, 2022.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 3/6/2022 totaling \$198,799.95.**

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Stokes. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

**CEREMONIAL CALENDAR:** None.

## REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of March 8, 2022.
- City/County Planning Board Minutes of January 19, 2022.
- Public Works Committee Minutes of February 23, 2022.
- Public Works Committee Minutes of December 20, 2022.
- Library Board Minutes of December 14, 2021.
- Library Board Minutes of January 11, 2022.
- City/County Planning Board Minutes of February 16, 2022.

DRAFT

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

Barb Emineth, 501 Alder Ave, read the attached statement into the record.

The Mayor and Civil City Attorney stated that City Staff has a meeting this week to address issues concerning 506 Birch.

**SCHEDULED MATTERS:**

- **Appointment of Troy Charbonneau and Rebeca Weaver to the Laurel Volunteer Ambulance Service.**

Motion by Council Member Mize to approve the Mayor's appointment of Troy Charbonneau and Rebeca Weaver to the Laurel Volunteer Ambulance Service, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of Jamie Swecker to the Emergency Services Committee.**

Motion by Council Member Sparks to approve the Mayor's appointment of Jamie Swecker to the Emergency Services Committee, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R22-10: A Resolution Of The City Council Adopting The Laurel Transportation System Coordination Plan.**

Motion by Council Member Herr to approve Resolution No. R22-10, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

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

**COUNCIL DISCUSSION:**

Public Works Committee recommends moving forward with a water study to include tiered rates.

Emergency Services Committee's next meeting is Monday, March 28, 2022, at 6:00 p.m. in Council Chambers.

Tomorrow at 2:00 p.m., the Governor will present accommodation to five area vets, including Laurel's David Gauslow.

The public meeting regarding S. 4<sup>th</sup> Street has been postponed indefinitely.

**MAYOR UPDATES:**

Kit Sherman, Uniquities, spoke regarding his concerns about the sweeping of Main Street. He also spoke of his concerns about the lack of parking for downtown businesses.

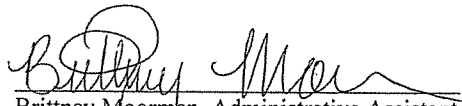
**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

Motion by Council Member Eaton to adjourn the council meeting, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

There being no further business to come before the council at this time, the meeting was adjourned at 6:57 p.m.

DRAFT

  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 12<sup>th</sup> day of April 2022.

\_\_\_\_\_  
Dave Waggoner, Mayor

Attest:

\_\_\_\_\_  
Bethany Keeler, Clerk/Treasurer

3/22/2022

Hello, my name is Barb Emineth. I live at 501 Alder Avenue.

After I appeared in front of council ~~4~~<sup>3</sup> times last year about my neighbors across the alley, finally in October a nuisance code was passed which gave the city of Laurel the power of abatement, which means you can legally clean up a homeowners property who, after being cited, does not do so. I understand this would likely take a court order.

One of the people staying at 506 Birch started a fire in their backyard that damaged Mary Holzingers garage who lives next door a few months back. The crew who put new siding up could hardly stand the stink while working on the back of it to get the job done.

The people living at 506 Birch are now throwing kitchen garbage into the backyard so there's rotting food on top of all the junk! The warmer it gets the worse it's going to smell . *It will also attract varmints.*

When is enough enough?

Our code enforcer Joel Sauders filed his report recommending that Micheale Herren be charged with maintaining a public nuisance. Juliane Lore our city Prosecutor has been waiting for paperwork to come through and now our newly hired city attorney Michele Bauchman has told police chief Langvey that there might be a better way to deal with this situation! With all due respect attorney Bachman I have dealt with this situation for over 20 years. I have lost all patience for the process! It is currently a serious health hazard and the people who live around this property should not have to put up with it any longer!

I am frustrated and I am disappointed. This is a complicated case that needs to be presented to a judge as soon as possible. The property owner is physically and mentally disabled. Nobody knows if she has a



guardian or not but if she was made to appear in court chances are one would be appointed to her. She is a hoarder, who is burying herself alive with garbage because she cannot tell what to keep and what to throw. Hoarding is a mental illness. The people who come and go throw the garbage into the yard to make space to be in the house. There has to be a judge somewhere that will look into this case and realize the scope of it, but she has to be charged first for that to happen. Although none of us knows what a judges decision would be in this case, what I would like to see happen is #1 Micheale be placed in a long term care facility, #2 the city pay to have the 506 Birch property cleared, and #3 the house be inspected and possibly condemned. I think instead of second guessing the legal system we should give it a chance to work, I am however open to any ideas that would get that dump of a yard cleaned up!

There have already been neighbors move out because of the situation. Our property values are being affected. Our physical and mental health has also been affected. So I would really like to hear what the plan is. My number is 598-4629. Thanks for your time.

I would be happy  
to attend any  
meeting that  
happen about  
this issue.

*Barbara G. S. Emmett*  
501 Alder

**File Attachments for Item:**

2. Fire Monthly Report - March 2022.



# Laurel Fire Department

Report for the Month of Mar-22

	Calls	Hours
Structure Fires	2	90
Wildland Fires	4	65
MVA's	10	91
Other Rescues	1	28
Alarms	2	16
Car Fires	1	21
Medical Assist.	2	10
Other calls	4	52
	<b>26</b>	<b>373</b>
	<b>Totals</b>	
Fire Prevention		
Total Training		373
Total Maintenance		55
Community Service		
	<b>Total</b>	<b>801</b>

Announcements:

**Structure Firefighting**  
 Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation.  
 A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

**Wildland Firefighting**  
 Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire.

**Extrications**  
 Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches.

**Other Rescues**  
 Rope Rescue, Water Rescue, Ice Rescue

**Alarms**  
 Any false alarms or malfunctions.

**Other Calls**  
 EMS assist, Industrial or Aircraft firefighting, Hazmat, Spills, Public safety, Investigations, gas leaks, Carbon Monoxide problems, etc.



**File Attachments for Item:**

3. Ambulance Monthly Report - Feburary 2022.

**Laurel Emergency Services Report created 3/28/22:**

**2020**

1090 requests for service

159 times LEMS was unavailable

72 times AMR was unavailable

288 responses in Ward 5 = 27% of calls outside of the city of Laurel

**2021**

1228 requests for service

135 times LEMS was unavailable

34 times AMR was unavailable

318 responses in Ward 5 = 26% of calls outside of the city of Laurel

Recent Month Summary:

**February 2022:**

Requests	84
Missed Calls	10=12 %
Shortest Delay	9 minutes
Longest Delay	63 minutes
Average Delay	33 minutes
Fire Driver Available	27 times
QRU Response With 1 Provider	5 times **
On A Previous Call	0 times
No Crew / Provider Available	5 times
AMR Transported or Responded	6 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
Columbus Transported	1 times
Joliet Transported	0 time
Park City Transported	1 time
PD Assisted Pt no transport	1 time
POV Transport	0 times
YCSO Transported	0 times
MHP Transported	0 times

\*\*1 times the QRU responded and the patient refused / no transport to hospital or no patient found

\*25 responses in Ward 5 = 30 % of calls outside of the city of Laurel



**2022 Running Totals**

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2021
Requests	100	84											
Missed Calls	11	10											
Shortest Delay (minutes)	12	9											
Longest Delay (minutes)	69	63											
Average Delay (minutes)	31	33											
Fire Driver Available	22	27											
QRU Response w 1 Provider	6	5											
On A Previous Call	3	0											
No Crew / Provider Available	2	5											
AMR Transported or Responded	5	6											
Columbus Transported	1	1											
Joliet Transported	0	0											
Park City Transported	0	1											
Red Lodge Transported	0	0											
HELP Flight Transported	0	0											
POV Transport	5	0											
PD Assisted Pt no transport	0	1											
YCSO Transported	0	0											
MHP Transported	0	0											
QRU/AMR Refusal or No Patient	0	1											
Responses in Ward 5	30	25											

**Other Reporting Information:**

- The paramedic applicant that accepted the position withdrew his acceptance stating that he did not realize he couldn't get out of his current employer contract until August. He may consider reapplying then if we still have openings. I am working with the Mayor, City Clerk and City Attorney to see if we can come up with some creative ideas to help us recruit and retain our staff.
- The 2 volunteer EMT have been officially approved by the City Council and Mayor and both are starting this wee,
- We have conducted the classroom training for the Public Works employees to be drivers for times that we are not able to have a full crew and no fire driver available. 1 of them is ready to go and the other 2 we are working on getting them on a couple of calls before we use them officially.
- We received approval for the crew sleeping quarters and work has started on the project. This is a huge improvement for our crews and we are excited!
- I have been asked to sit on multiple groups from around the state regarding establishing an EMS Advocacy group. I have been appointed as Director at Large for the MEMSA group and will be traveling to Helena for a meeting with the Montana Hospital Association group. I believe that both of these groups will help set the stage for the future of EMS in Montana, particularly establishing us as an essential service and hopefully more funding to ensure that we can continue to grow and care for people in our communities.

**File Attachments for Item:**

4. Police Monthly Report - March 2022.





# Laurel Police Department

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

Total Calls

Printed on April 5, 2022

[CFS Date/Time] is between '2022-03-01 00:00:00' and '2022-03-31 23:59:59' and

[Primary Incident Code->Code : Description] All

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## Code : Description

## Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	20	20
: Agency Assist	70	70
: Alarm - Burglary	26	26
: Alarm - Fire	4	4
AMB : Ambulance	83	83
: Animal Complaint	11	11
: Area Check	7	7
: Assault	6	6
: Bad Checks	0	0
: Barking Dog	6	6
: Bomb Threat	0	0
: Burglary	0	0
: Child Abuse/Neglect	6	6
: Civil Complaint	16	16
: Counterfeiting	0	0
: Criminal Mischief	9	9

<b>Code : Description</b>	<b>Totals</b>	
: Criminal Trespass	8	8
: Cruelty to Animals	5	5
: Curfew Violation	8	8
: Discharge Firearm	1	1
: Disorderly Conduct	5	5
: Dog at Large	19	19
: Dog Bite	2	2
DUI : DUI Driver	14	14
: Duplicate Call	3	3
: Escape	0	0
: Family Disturbance	9	9
: Fight	5	5
FIRE : Fire or Smoke	13	13
: Fireworks	0	0
: Forgery	0	0
: Found Property	7	7
: Fraud	2	2
: Harassment	1	1
: Hit & Run	4	4
: Identity Theft	1	1
: Indecent Exposure	0	0

<b>Code : Description</b>	<b>Totals</b>	
: Insecure Premises	1	1
: Intoxicated Pedestrian	0	0
: Kidnapping	0	0
: Littering	1	1
: Loitering	7	7
: Lost or Stray Animal	16	16
: Lost Property	2	2
: Mental Health	2	2
: Missing Person	2	2
: Noise Complaint	2	2
: Open Container	0	0
: Order of Protection Violation	2	2
: Parking Complaint	13	13
: Possession of Alcohol	1	1
: Possession of Drugs	3	3
: Possession of Tobacco	0	0
: Privacy in Communications	1	1
: Prowler	0	0
: Public Assist	57	57
: Public Safety Complaint	5	5
: Public Works Call	18	18

<b>Code : Description</b>	<b>Totals</b>	
: Report Not Needed	3	3
: Robbery	0	0
: Runaway Juvenile	0	0
: Sexual Assault	3	3
: Suicide	0	0
: Suicide - Attempt	0	0
: Suicide - Threat	2	2
: Suspicious Activity	73	73
: Suspicious Person	9	9
: Theft	27	27
: Threats	5	5
: Tow Call	0	0
: Traffic Accident	20	20
: Traffic Hazard	7	7
: Traffic Incident	11	11
: TRO Violation	0	0
: Truancy	1	1
T/S : Traffic Stop	76	76
: Unattended Death	0	0
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0

<b>Code : Description</b>	<b>Totals</b>	
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	0	0
: Warrant	24	24
: Welfare Check	5	5
<b>Totals</b>	<b>770</b>	<b>770</b>

**File Attachments for Item:**

5. Building Department Monthly Report - March 2022.

## CITY OF LAUREL BUILDING DEPARTMENT MONTHLY REPORT

Mar-22		Year to Date 2022					
		Amnt	Valuation			Amnt	Valuation
<b>New Construction</b>				<b>New Construction</b>			
1 Single family	<u>0</u>	<u>\$0</u>		1 Single family	<u>0</u>	<u>\$0</u>	
2 Duplex	<u>0</u>	<u>\$0</u>		2 Duplex	<u>0</u>	<u>\$0</u>	
3 Multi-Family	<u>0</u>	<u>\$0</u>		3 Multi-Family	<u>0</u>	<u>\$0</u>	
4 Hotel/Motel	<u>0</u>	<u>\$0</u>		4 Hotel/Motel	<u>0</u>	<u>\$0</u>	
5 Commercial	<u>1</u>	<u>\$112,000</u>		5 Commercial	<u>2</u>	<u>\$1,112,000</u>	
6 Garage/Carport	<u>1</u>	<u>\$3,500</u>		6 Garage/Carport	<u>2</u>	<u>\$16,500</u>	
7 Mobile Home	<u>0</u>	<u>\$0</u>		7 Mobile Home	<u>0</u>	<u>\$0</u>	
<b>Total New:</b>	<u>2</u>	<u>\$115,500</u>		<b>Total New:</b>	<u>4</u>	<u>\$1,128,500</u>	
<b>Remodel and Additions</b>				<b>Remodel and Additions</b>			
8 Residential	<u>1</u>	<u>\$50,000</u>		8 Residential	<u>3</u>	<u>\$128,566</u>	
9 Commercial	<u>3</u>	<u>\$441,369</u>		9 Commercial	<u>6</u>	<u>\$502,369</u>	
10 R. Fence/Roof/Siding	<u>10</u>	<u>\$69,185</u>		10 R.Fence/Roof/Siding	<u>14</u>	<u>\$108,885</u>	
11 C.Fence/Roof/Siding	<u>1</u>	<u>\$300</u>		11 C.Fence/Roof/siding	<u>2</u>	<u>\$10,300</u>	
12 Sign/Temp Structure	<u>1</u>	<u>\$1,000</u>		12 Sign/Temp Structure	<u>3</u>	<u>\$16,200</u>	
<b>Total R &amp; A</b>	<u>16</u>	<u>\$561,854</u>		<b>Total R &amp; A</b>	<u>28</u>	<u>\$766,320</u>	
<b>Grand Total:</b>	<u>18</u>	<u>\$677,354</u>		<b>Grand Total:</b>	<u>32</u>	<u>\$1,894,820</u>	

**File Attachments for Item:**

11. Emergency Services Committee Minutes of February 28, 2022.





**MINUTES  
CITY OF LAUREL  
EMERGENCY SERVICES COMMITTEE  
MONDAY, FEBRUARY 28, 2022**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, February 28, 2022 by Chair Heidi Sparks

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Bill Mountsier, Richard Klose, Bruce McGee, Jim Irvin

**Others Present:** Mayor Dave Waggoner, Police Chief Stan Langve, Fire Chief Brent Peters, Ambulance Director Lyndy Gurchiek

**Public Input:** None

**General Items**

1. Approval of Emergency Services Committee minutes of January 24, 2022. Motion by Richard Klose, Seconded by Bill Mountsier, motion carried 6-0

**New Business**

2. Update from Ambulance Director, Fire and Police Chiefs
  - a. Ambulance Director Report attached
    - i. Heidi asked about call trends- Director Gurchiek stated trend on calls in continuing to increase
    - ii. Irv asked about transports with no lights and sirens- Director Gurchiek stated lights and sirens increase patient anxiety and doesn't save much time so most transports are completed without lights and sirens
    - iii. Director Gurchiek stated that background checks for employment going forward will be completed thru Chief Langve and the police department
  - b. Police Chief Report attached
    - i. K9 Colt and Officer Booth- Mayor asked if K9 Colt is utilized in chase situations. Chief Langve stated K9 Colt is a drug and tracking dog, not a bite dog
    - ii. Calls in 2021 increased over 2020 and this trend is expected to continue
    - iii. 15 interviews completed to fill the 2 open positions within the department
  - c. Fire Chief Report attached
    - i. Fire Marshall class in Laurel will be in May
    - ii. Chief Peters is retiring from the refinery June 1<sup>st</sup>
    - iii. Squad 5 is back from repair- Fire Department will be taking an engine truck as a blocker going forward
    - iv. Department completed ice water rescue training in January

**Old Business**

3. Ambulance Volunteer Pay

Director Gurchiek states full-time ambulance employees pay was increased slightly. This increase came from cost saving from vacant positions and was increased to be competitive with market. Volunteer pay has not been increased, but Director Gurchiek would like Ambulance Volunteer pay to be comparable to

the Fire Volunteers. She would also like to see a pay adjusted by paramedic and EMT. Currently pay is \$2.50 an hour for the first six months, then increased to \$3.50 an hour after that.

**Other Items**

**Announcements**

4. Next Meeting will be Monday, March 28, 2022 at 6:00pm in Council Chambers

Meeting adjourned at 6:55pm



# Laurel Fire Department

Report for the Month of Jan. 2022

	Calls		Hours
Structure Fires	1		36
Wildland Fires	2		33
Extrications	12		200
Other Rescues			
Alarms	9		97
Public Assist	1		18
Medical Assist.	7		49
Other calls	5		49
	37	Totals	482
Fire Prevention			
Total Training			155
Total Maintenance			50
Community Service			
<b>Total</b>			<b>687</b>

Announcements:

### Structure Firefighting

Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation.

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

### Wildland Firefighting

Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire.

### Extrications

Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches.

### Other Rescues

Rope Rescue, Water Rescue, Ice Rescue

### Alarms

Any false alarms or malfunctions.

### Other Calls

EMS assist, Industrial or Aircraft firefighting, Vehicle Fire, Hazmat, Spills, Public safety, Investigations, gas leaks, Carbon Monoxide problems, etc.

**Laurel Emergency Services Report created 2/28/22:**

**2020**

1090 requests for service

159 times LEMS was unavailable

72 times AMR was unavailable

288 responses in Ward 5 = 27% of calls outside of the city of Laurel

**2021**

1228 requests for service

135 times LEMS was unavailable

34 times AMR was unavailable

318 responses in Ward 5 = 26% of calls outside of the city of Laurel



**Recent Month Summary:**

**January 2022:**

Requests	100
Missed Calls	11=11 %
Shortest Delay	12 minutes
Longest Delay	69 minutes
Average Delay	31 minutes
Fire Driver Available	22 times
QRU Response With 1 Provider	6 times **
On A Previous Call	3 times
No Crew / Provider Available	2 times
AMR Transported or Responded	5 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
Columbus Transported	1 times
Joliet Transported	0 time
Park City Transported	0 time
PD Assisted Pt no transport	0 times
POV Transport	5 times
YCSO Transported	0 times
MHP Transported	0 times

\*\*0 times the QRU responded and the patient refused / no transport to hospital or no patient found

\*30 responses in Ward 5 = 30 % of calls outside of the city of Laurel

2021 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2021
Requests	92	98	117	96	108	89	127	100	91	110	98	102	1228
Missed Calls	8=9%	2=3%	10=9%	12=12%	8=7%	16=18%	11=9%	12=12%	9=10%	7=6%	19=19%	21=21%	135
Shortest Delay (minutes)	20	43	15	15	36	10	14	7	3	15	12	14	3
Longest Delay (minutes)	45	70	80	87	73	60	75	52	53	44	65	56	87
Average Delay (minutes)	25	47	30	50	61	36	35	23	29	28	40	29	36
Fire Driver Available	11	21	26	9	15	7	16	20	17	37	32	17	228
QRU Response w 1 Provider	6	1	5	7	3	14	9	9	7	4	15	15	91
On A Previous Call	3	1	4	2	1	1	1	1	1	1	3	2	20
No Crew / Provider Available	0	2	1	3	4	2	2	2	1	2	2	5	24
AMR Transported or Responded	4	1	5	7	5	5	4	5	6	2	12	15	69
Columbus Transported	0	0	0	1	1	1	0	0	0	0	1	0	4
Joliet Transported	0	0	0	0	0	0	0	1	0	0	0	0	1
Park City Transported	1	0	1	0	0	0	0	0	0	0	1	1	4
Red Lodge Transported	0	0	0	0	0	1	0	0	0	0	0	0	1
HELP Flight Transported	0	0	0	0	0	1	1	0	0	0	0	0	2
POV Transport	3	1	4	3	2	2	3	3	1	4*	5	4	36
PD Assisted Pt no transport	0	0	0	0	0	1	0	0	0	0	0	0	1
YCSO Transported	0	0	0	0	0	0	1	0	0	0	0	0	0
MHP Transported	0	0	0	0	0	0	1	0	0	0	0	0	0
QRU/AMR Refusal or No Patient	1	0	0	1	0	5	1	4	2	1*	1	2	18
Responses in Ward 5	21=23%	40=41%	30=26%	28=29%	36=33%	27=30%	43=34%	26=26%	20=22%	36=33%	23=23%	27=26%	318=26%

\*correction made from previous report 12-21

**Other Reporting Information:**

- We have had a few applications for the 2 full time paramedic positions and one that followed through and interviewed. He has accepted the position contingent on background check, City Council and Mayor final approval. We also interviewed 2 volunteer EMT applicants who have been offered positions with the same contingencies as the paramedic.
- We have updated our interview process to include a group interview board as well as a practical component. Once determined we want to bring them on board, I have worked with Chief Langve to do a background check and once that is complete we will complete the process with the City Council and Mayor approval.
- We are working with Matt Wheeler and the Mayor has approved us to train some of the Public Works employees to be drivers for times that we are not able to have a full crew and no fire driver available.
- The end of the year brings recertification time for many of our crews, working on ensuring they have the hours required to recertify.
- We are excited to announce that we have received a donation for some proper Stop the Bleed equipment and will work on announcing some class times in the near future.
- We had 2 of our staff attend a week long car seat safety check program. This program certifies them to inspect car seats for infants and children and make sure that they are properly installed. Although it seems like a simple thing to do, many accidents with car seats have proven that installation is a difficult thing to do correctly. The car seat technicians can evaluate and show you how to make sure it is safely installed and will hold properly in an accident. Again in the near future we will have a day where anyone can come and have their seats evaluated. In the mean time if you have anyone needing this service, reach out and we can schedule a time to have one of them get it all checked out.
- We received approval for the crew sleeping quarters and will begin working on getting this built. This is a huge improvement for our crews and we are excited!
- I have been asked to sit on multiple groups from around the state regarding establishing an EMS Advocacy group. I think this is really important for EMS in Montana and hopefully something that can help our service in the future as well.



# Laurel Police Department

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

Chief of Police Stan Langve

To whom it may concern,

Officer Jackson Booth and Narcotics K9 Colt have been working as a team since returning home in April of 2021. Officer Booth and K9 Colt have been a huge asset to the Laurel Police Department, the city of Billings, Yellowstone County, Stillwater County, Sweet Grass County, Carbon County, Montana Highway Patrol, Drug Enforcement Administration (DEA), Division of Criminal Investigations (DCI), and most importantly the community of Laurel.

From April 16<sup>th</sup>, 2021, until December 31<sup>st</sup>, 2021, Officer Booth and K9 Colt have been dispatched to 32 K9 deployments.

The team has 29 narcotic deployments and three tracking deployments. Out of those 29 narcotic deployments K9 Colt has been used 17 times with 15 positive alerts or indications to vehicles, with no false alerts. Out of those 28 narcotic deployments Officer Booth and K9 Colt have removed the following:

- 1,178.6 grams of methamphetamine, just under 3 pounds. With a street value of, \$117,860.
- 2.2 pounds of cocaine. Street value of \$99,790
- 21 grams of heroin. Street value \$2,100
- 2 grams of shrooms. Street value \$200
- 9 fentanyl pills. Street value \$990
- 1 loaded syringe of steroids.
- Thousands of dollars in drug paraphernalia.
- 9 guns.
- Stolen property.
- \$26,976 in illegal money
- 8 thousand dollars in forged checks.

The department is still waiting to hear back on amounts for two cases.

With this high volume of activity out of Officer Booth and K9 Colt agencies have been able to make 24 felony arrests. Some of these cases are still pending but some have already led to convictions.

Officer Booth and K9 Colt are also certified in tracking for lost or missing people. They were dispatched to three lost or missing person's calls.

Officer Booth and K9 Colt helped locate a suicidal male, near the Yellowstone River with the help of the Yellowstone County Sherriff's Office and the Billings Police Department K9 Unit.

The male was later located by the Yellowstone County Sherriff's helicopter as K9 Teams were on his track. Officer Booth and K9 Colt also assisted in locating a missing resident form Laurel Health and Rehab with the assistance of the Billings Police Department K9 Unit as cover.

Officer Booth and K9 Colt have also helped conduct school sniffs at the request of school officials and the Billings Police Department K9 Unit. K9 Colt helped sniff lockers and cars at the Laurel High School and Middle School. Billings Senior High School, Ben Steele Middle School, and Broadview High School.

Officer Booth and K9 Colt have also been a part of doing narcotic sniffs for the inpatient treatment facilities in Billings such as Passages and Alternatives in Billings.

Officer Booth takes great pride in helping his community at all levels. He has taken K9 Colt to do demonstrations at schools to provide awareness to kids and young adults about drug use. They have done presentations at West Elementary, Columbus Middle School, and Broadwater High School. The team has also done demonstrations at the Yellowstone Valley Animal Shelter, Laurel Public Library, and the Sunshine Academy.

With 2022 just starting Officer Booth and K9 Colt already have had seven deployments and have seized meth, heroin, illegal marijuana, 3 guns, and 2,250 dollars in illegal money. With these deployments officers have been able to make five arrests. K9 Colt has also been apart of School sniffs at Laurel Public Schools and Billings Skyview High School.

The Laurel Police Department takes great pride in its organization and especially in this new program for the department. With Officer Booth and K9 Colt's great success they have been noticed for their hard work by departments and agencies around the country. It also should be recognized other small departments around the state have reached out to Officer Booth for tips and assistance with starting their own K9 programs within their departments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Booth', written in a cursive style.

	Meth	Cocain	Heroin	Other	Guns	Money	Arrests	Case Numbers	Tracking
21-Apr-21	875 grams			paraphernalia		\$26,976	Felony Arrest	P202100387	K9 Colt CFS202105219 Suicidal Person
4/25/2021	10 grams			paraphernalia			Felony Arrest	P202100398	Jax CFS202107622 Missing Person
5/5/2021			3 grams	paraphernalia			Felony Arrest	P202100431	K9 Colt
5/10/2021	28 grams		4 grams	paraphernalia			Felony Arrest	P202100448	K9 Colt
5/16/2021	1 gram		2 grams	paraphernalia			Felony Arrest	P202100468	Jax
5/31/2021			unknown				Felony Arrest	P202100517	K9 Colt
6/29/2021	3.4 grams			paraphernalia	1 Colt 45		Felony Arrest	P202100604	K9 Colt
7/3/2021	5.2 grams			paraphernalia			Felony Arrest	P202100624	Jax
7/4/2021	15 grams			paraphernalia			No Arrest	CFS202104997	Jax
7/8/2021	4 grams		8 grams	paraphernalia	1 stolen		Felony Arrest	CFS202105240	Jax
7/13/2021	6 grams		1 gram	paraphernalia		\$8,000 (stolen checks)	Felony Arrest	P202100659	Jax
7/14/2021	unknown			paraphernalia	2 guns		Felony Arrest	P202100662	K9 Colt
7/16/2021	3 grams			paraphernalia	5 guns		Felony Arrest	P202100670	K9 Colt
7/30/2021	2 grams		2 grams	paraphernalia			Felony Arrest	P202100716	Jax
8/19/2021	1 gram			paraphernalia			Felony Arrest	P202100776	K9 Colt
8/19/2021		2.2lbs		paraphernalia			No Arrest	CFS202106508	Jax
8/24/2021	5 grams			2g's shrooms/ pills			Felony Arrest	P202100794	K9 Colt
9/15/2021	203 gram			paraphernalia			Felony Arrest	P202100892	K9 Colt
10/13/2021	3 grams			paraphernalia			Felony Arrest	P202100986	K9 Colt
10/24/2021				paraphernalia			Felony Arrest	P202101022	K9 Colt
10/28/2021	8 grams			9 Fentanyl pills			Felony Arrest	P202101036	K9 Colt
11/4/2021	1 gram			paraphernalia/stolen property			Felony Arrest	P202101065	K9 Colt
11/6/2021				1 loaded syring of steroids			Felony Arrest	P202101077	Jax
11/17/2021	2 grams		1 gram	paraphernalia			Felony Arrest	CFS202109156	Jax
12/5/2021	1 gram			paraphernalia			Felony Arrest	P202101172	Jax
12/13/2021	1 gram		1 gram	paraphernalia			Felony Arrest	P202101207	Jax
12/17/2021	1 gram			paraphernalia			Felony Arrest	P202101218	K9 Colt



	A	B	C	D	E	F	G
1	[CFS Date/Time] is between '2021-01-01 00:00' and '2021-12-31 23:59' and [Primary Incident Code->Code : De						
2							
3	<b><u>Code : Description</u></b>						
4			<b>Totals</b>				
5	10-15 : With Prisoner	0	0				
6	: Abandoned Vehicle	230	230				
7	: Agency Assist	732	732				
8	: Alarm - Burglary	210	210				
9	: Alarm - Fire	52	52				
10	AMB : Ambulance	1,043	1,043				
11	: Animal Complaint	107	107				
12	: Area Check	69	69				
13	: Assault	51	51				
14	: Bad Checks	0	0				
15	: Barking Dog	42	42				
16	: Bomb Threat	0	0				
17	: Burglary	25	25				
18	: Child Abuse/Neglect	40	40				
19	: Civil Complaint	174	174				
20	: Counterfeiting	9	9				
21	: Criminal Mischief	76	76				
22	: Criminal Trespass	109	109				
23	: Cruelty to Animals	54	54				
24	: Curfew Violation	137	137				
25	: Discharge Firearm	9	9				
26	: Disorderly Conduct	79	79				
27	: Dog at Large	184	184				
28	: Dog Bite	17	17				
29	DUI : DUI Driver	157	157				
30	: Duplicate Call	15	15				
31	: Escape	0	0				
32	: Family Disturbance	172	172				
33	: Fight	33	33				
34	FIRE : Fire or Smoke	212	212				
35	: Fireworks	51	51				
36	: Forgery	1	1				
37	: Found Property	97	97				
38	: Fraud	39	39				

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39	: Harassment	49	49				
40	: Hit & Run	47	47				
41	: Identity Theft	9	9				
42	: Indecent Exposure	1	1				
43	: Insecure Premises	17	17				
44	: Intoxicated Pedestrian	17	17				
45	: Kidnapping	1	1				
46	: Littering	7	7				
47	: Loitering	17	17				
48	: Lost or Stray Animal	223	223				
49	: Lost Property	53	53				
50	: Mental Health	106	106				
51	: Missing Person	30	30				
52	: Noise Complaint	34	34				
53	: Open Container	0	0				
54	: Order of Protection Violation	23	23				
55	: Parking Complaint	234	234				
56	: Possession of Alcohol	5	5				
57	: Possession of Drugs	17	17				
58	: Possession of Tobacco	7	7				
59	: Privacy in Communications	22	22				
60	: Prowler	1	1				
61	: Public Assist	698	698				
62	: Public Safety Complaint	91	91				
63	: Public Works Call	240	240				
64	: Report Not Needed	66	66				
65	: Robbery	0	0				
66	: Runaway Juvenile	17	17				
67	: Sexual Assault	15	15				
68	: Suicide	4	4				
69	: Suicide - Attempt	12	12				
70	: Suicide - Threat	47	47				
71	: Suspicious Activity	1,099	1,099				
72	: Suspicious Person	147	147				
73	: Theft	301	301				
74	: Threats	68	68				
75	: Tow Call	0	0				
76	: Traffic Accident	191	191				

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77	: Traffic Hazard	85	85				
78	: Traffic Incident	186	186				
79	: TRO Violation	7	7				
80	: Truancy	5	5				
81	T/S : Traffic Stop	1,584	1,584				
82	: Unattended Death	11	11				
83	: Unknown - Converted	0	0				
84	: Unlawful Transactions w/Minors	0	0				
85	: Unlawful Use of Motor Vehicle	5	5				
86	: Vicious Dog	24	24				
87	: Warrant	176	176				
88	: Welfare Check	158	158				
89	<b>Totals</b>	10,383	10,383	2020 total	8,938	16.16% increase	
90	Crimes Reported	2,021	1,263	2020	1,063	18.84% increase	

	A	B	C	D	E	F	G	H
1	[CFS Date/Time] is between '2022-01-01 00:00' and '2022-01-31 23:59' and [Primary Incident Code->Code : Description]							
2	Jan-22							
3	<b>Code : Description</b>							
4			<b>Totals</b>					
5	10-15 : With Prisoner	0	0					
6	: Abandoned Vehicle	34	34					
7	: Agency Assist	44	44					
8	: Alarm - Burglary	24	24					
9	: Alarm - Fire	5	5					
10	AMB : Ambulance	83	83					
11	: Animal Complaint	14	14					
12	: Area Check	4	4					
13	: Assault	1	1					
14	: Bad Checks	0	0					
15	: Barking Dog	4	4					
16	: Bomb Threat	0	0					
17	: Burglary	3	3					
18	: Child Abuse/Neglect	0	0					
19	: Civil Complaint	14	14					
20	: Counterfeiting	2	2					
21	: Criminal Mischief	6	6					
22	: Criminal Trespass	4	4					
23	: Cruelty to Animals	3	3					
24	: Curfew Violation	2	2					
25	: Discharge Firearm	0	0					
26	: Disorderly Conduct	6	6					
27	: Dog at Large	11	11					
28	: Dog Bite	0	0					
29	DUI : DUI Driver	10	10					
30	: Duplicate Call	0	0					
31	: Escape	0	0					
32	: Family Disturbance	13	13					
33	: Fight	0	0					
34	FIRE : Fire or Smoke	14	14					
35	: Fireworks	4	4					
36	: Forgery	0	0					
37	: Found Property	3	3					
38	: Fraud	2	2					

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39	: Harassment	3	3					
40	: Hit & Run	6	6					
41	: Identity Theft	0	0					
42	: Indecent Exposure	0	0					
43	: Insecure Premises	3	3					
44	: Intoxicated Pedestrian	1	1					
45	: Kidnapping	0	0					
46	: Littering	0	0					
47	: Loitering	0	0					
48	: Lost or Stray Animal	19	19					
49	: Lost Property	3	3					
50	: Mental Health	3	3					
51	: Missing Person	7	7					
52	: Noise Complaint	5	5					
53	: Open Container	0	0					
54	: Order of Protection Violation	5	5					
55	: Parking Complaint	30	30					
56	: Possession of Alcohol	0	0					
57	: Possession of Drugs	4	4					
58	: Possession of Tobacco	2	2					
59	: Privacy in Communications	5	5					
60	: Prowler	1	1					
61	: Public Assist	69	69					
62	: Public Safety Complaint	4	4					
63	: Public Works Call	12	12					
64	: Report Not Needed	4	4					
65	: Robbery	0	0					
66	: Runaway Juvenile	2	2					
67	: Sexual Assault	3	3					
68	: Suicide	0	0					
69	: Suicide - Attempt	1	1					
70	: Suicide - Threat	4	4					
71	: Suspicious Activity	69	69					
72	: Suspicious Person	7	7					
73	: Theft	28	28					
74	: Threats	3	3					
75	: Tow Call	0	0					
76	: Traffic Accident	19	19					



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	A	B	C	D	E	F	G	H
77	: Traffic Hazard	4	4					
78	: Traffic Incident	11	11					
79	: TRO Violation	0	0					
80	: Truancy	0	0					
81	T/S : Traffic Stop	102	102					
82	: Unattended Death	0	0					
83	: Unknown - Converted	0	0					
84	: Unlawful Transactions w/Minors	0	0					
85	: Unlawful Use of Motor Vehicle	0	0					
86	: Vicious Dog	0	0					
87	: Warrant	17	17					
88	: Welfare Check	15	15					
89	<b>Totals</b>	781	781					

	A	B	C	D	E	F	G	H
1	[CFS Date/Time] is between '2022-02-01 00:00' and '2022-02-28 23:59' and [Primary Incident Code->Code : Description]							
2	Feb-22							
3	<b>Code : Description</b>							
4	<b>Totals</b>							
5	10-15 : With Prisoner	0	0					
6	: Abandoned Vehicle	32	32					
7	: Agency Assist	41	41					
8	: Alarm - Burglary	13	13					
9	: Alarm - Fire	5	5					
10	AMB : Ambulance	79	79					
11	: Animal Complaint	12	12					
12	: Area Check	5	5					
13	: Assault	1	1					
14	: Bad Checks	0	0					
15	: Barking Dog	3	3					
16	: Bomb Threat	0	0					
17	: Burglary	0	0					
18	: Child Abuse/Neglect	5	5					
19	: Civil Complaint	3	3					
20	: Counterfeiting	0	0					
21	: Criminal Mischief	8	8					
22	: Criminal Trespass	3	3					
23	: Cruelty to Animals	2	2					
24	: Curfew Violation	2	2					
25	: Discharge Firearm	2	2					
26	: Disorderly Conduct	6	6					
27	: Dog at Large	10	10					
28	: Dog Bite	0	0					
29	DUI : DUI Driver	12	12					
30	: Duplicate Call	1	1					
31	: Escape	0	0					
32	: Family Disturbance	12	12					
33	: Fight	1	1					
34	FIRE : Fire or Smoke	10	10					
35	: Fireworks	0	0					
36	: Forgery	1	1					
37	: Found Property	1	1					
38	: Fraud	3	3					

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39	: Harassment	0	0					
40	: Hit & Run	5	5					
41	: Identity Theft	0	0					
42	: Indecent Exposure	1	1					
43	: Insecure Premises	2	2					
44	: Intoxicated Pedestrian	1	1					
45	: Kidnapping	0	0					
46	: Littering	0	0					
47	: Loitering	0	0					
48	: Lost or Stray Animal	14	14					
49	: Lost Property	5	5					
50	: Mental Health	5	5					
51	: Missing Person	1	1					
52	: Noise Complaint	7	7					
53	: Open Container	1	1					
54	: Order of Protection Violation	1	1					
55	: Parking Complaint	17	17					
56	: Possession of Alcohol	1	1					
57	: Possession of Drugs	1	1					
58	: Possession of Tobacco	4	4					
59	: Privacy in Communications	2	2					
60	: Prowler	0	0					
61	: Public Assist	51	51					
62	: Public Safety Complaint	3	3					
63	: Public Works Call	10	10					
64	: Report Not Needed	9	9					
65	: Robbery	0	0					
66	: Runaway Juvenile	3	3					
67	: Sexual Assault	1	1					
68	: Suicide	0	0					
69	: Suicide - Attempt	0	0					
70	: Suicide - Threat	5	5					
71	: Suspicious Activity	58	58					
72	: Suspicious Person	12	12					
73	: Theft	17	17					
74	: Threats	3	3					
75	: Tow Call	0	0					
76	: Traffic Accident	10	10					

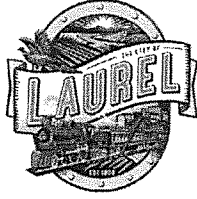
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	A	B	C	D	E	F	G	H
77	: Traffic Hazard	3	3					
78	: Traffic Incident	20	20					
79	: TRO Violation	0	0					
80	: Truancy	2	2					
81	T/S : Traffic Stop	97	97					
82	: Unattended Death	3	3					
83	: Unknown - Converted	0	0					
84	: Unlawful Transactions w/Minors	0	0					
85	: Unlawful Use of Motor Vehicle	2	2					
86	: Vicious Dog	0	0					
87	: Warrant	19	19					
88	: Welfare Check	18	18					
89	<b>Totals</b>	<b>687</b>	<b>687</b>					

**File Attachments for Item:**

12. Public Works Committee Minutes 3.21.2022





**AGENDA  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, MARCH 21, 2022**

The Public Works Committee meeting was called to order at 6:00pm on Monday, March 21, 2022 by Committee Chair, Heidi Sparks.

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice Chair, Emelie Eaton, Marv Carter, Dan Koch

**Others Present:** Kurt Markegard- Public Works Director, Dave Waggoner- Mayor

**Public Input:** None

**General Items**

1. Approval of Minutes from February 23, 2022- Irv Wilke made a motion to approve the minutes of February 23, 2022. Motion was seconded by Dan Koch. Motion carried 5-0 to approve the minutes.

**New Business**

2. Emergency Call Out Report- Report attached
3. KLJ Report- Report attached
  - S 4<sup>th</sup> Reconstruction- Scope listed in the report is incorrect. Will be corrected for the April meeting
  - Sanitary Sewer H<sub>2</sub>S Remediation- Only 1 bid received which came in significantly above engineering estimate and was not itemized. Will come before Council in April

**Old Business**

4. Discussion on Community Meeting follow up for S 4<sup>th</sup>
  - This has been postponed. KLJ needs to have the design completed for this meeting, will be scheduled once that has been completed

**Other Items**

Emelie asked about city property annexation and new businesses in Laurel

- Kurt stated the Resolution for annexation given to the planner to file prior to his departure, but was not filed and has not been located. The resolution was not filed. Was missing adjacent right of way as part of the resolution, so will either need to amend the original or redo resolution.
- Chen's Express and City Brew will be going in where the former Burger King was located, Your Pie will be going into the former Taco Johns

Marv Carter asked about the aeration pump at South Pond and asked about the cost of septic dump service compared to Billings rate

- Kurt stated Biologist in Billings looking into having pump replaced and will go out to bid

- Kurt stated septic dump rates are lower than Billings and will bring revenue report to April meeting

**Announcements**

Next Meeting will be Monday, April 18, 2022 at 6:00pm

Meeting adjourned at 6:50pm.

Emergency Call Out for March 21, 2022, Public Works Committee Meeting

2-24-2022 Turn Off water 220 6<sup>th</sup> Ave

2-26-2022 Turn off water 2622 Topeka Dr

2-27-2022 Turn off water 2414 Lackawanna Ln

3-18-2022 Turn off water 311 Yellowstone for service line leak



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### **2022 Pavement Maintenance Project (4<sup>th</sup> Street Reconstruction)**

**(KLJ #2104-00862)**

Reason for Project: To provide yearly maintenance and improvements to the City of Laurel Roads Network.

Project Scope: Miscellaneous annual pavement maintenance design, bidding and construction in locations throughout the City of laurel

*Current Status:*

- Project is in Design

### **Lindy Lane Sewer Replacement (KLJ #2014-00018)**

Reason for Project: To replace a large capacity sewer main that is cracked and has a high potential for failure.

Project Scope: To remove and replace a 115 lineal foot section of 30" sanitary sewer pipe that is just south of Interstate 90 to a manhole within Lindy Lane.

*Current Status:*

- Final pay application paid.

### **Water System PER (KLJ #2104-00147)**

Reason for Project: To update the Preliminary Engineering Report that was completed in April 2014 with the most current information.

Project Scope: To Update the existing computer model for the water distribution system; Review pressure zone, tank and booster station alternatives; Analyze up to 3 different sites for a new water tank and explore funding alternative for all potential projects.

*Current Status:*

- Waiting on information from City

### **5<sup>th</sup> Ave. Water Re-Route (KLJ #2104-00118)**

Reason for Project: To abandon the existing waterline between W. 11<sup>th</sup> and W. 12<sup>th</sup> Streets that crosses existing properties without an easement.

Project Scope: Abandonment of a 12" waterline that connects 11<sup>th</sup> St. to 12<sup>th</sup> St north of 5<sup>th</sup> Ave. in Laurel. A new 12" waterline will connect at the intersection of 5<sup>th</sup> Ave. and 11<sup>th</sup> St, route east to 4<sup>th</sup> Ave.



### ***Sanitary Sewer H<sub>2</sub>S Remediation (KLJ #1804-00122)***

Reason for Project: Buildup of H<sub>2</sub>S within the WW collection system has led to deterioration of manholes and other system components.

Project Scope: Complete design and construction administration to address H<sub>2</sub>S build-up in the system.

*Current Status:*

- Survey completed
- Design underway
- DEQ Submittal Approved
- MDT Submittal Approved
- Bid Opening February 24<sup>th</sup>
- Recommendation of Award February 28<sup>th</sup>.
- Waiting on City's decision to award.

### ***Laurel Planning Services (KLJ #1804-00554)***

Reason for Project: KLJ has been retained to provide City of Laurel planning services as needed.

Project Scope: Planning services may include; subdivision, zoning, development, floodplain hazard management, miscellaneous reviews and other related work. KLJ will prepare staff reports, recommendations, and attend meetings upon request.

*Current Status:*

- Zoning Regulations Update. To be scheduled
- Subdivision Regulations Update. In house project
- Annexation of Golf Course. At Planning Board 3/16/2022 (Original Request Withdrawn)
- West Interchange Plan. Local match not budgeted
- Planner/Project Transition. Written interview questions sent to Mr. Coppock
- Lazy KU Subdivision 2<sup>nd</sup> Filing. Element and Sufficiency Reviews due 2/18 and 3/14

### ***Laurel Capital Improvement Plan (KLJ # 2104-00649)***

Reason for Project: KLJ has been retained by the City of Laurel to develop a 5-year Capital Improvement Plan (CIP).

Project Scope: The CIP is primarily a planning tool for annual budgeting to assist Departments and the Governing Body establish project priorities and funding.

*Current Status:*

**RESOLUTION 21-10953**

**A RESOLUTION SPECIFYING WATER AND WASTEWATER RATE  
AND FEE SCHEDULE ADJUSTMENTS ENACTED PURSUANT  
TO TITLE 69, CHAPTER 7, MONTANA CODE ANNOTATED.**

WHEREAS, water and wastewater cost of service studies have been completed and water and wastewater rate and fee schedules have been prepared for the municipal water and wastewater utility that would generate adequate funds to operate the utilities, as well as require each customer class of the utilities to pay its fair share of the cost of operating the water and wastewater systems; and

WHEREAS, the cost of service studies anticipate a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to inhabitants of the City of Billings, Montana; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, and under the terms of City Resolution Number 13585, the City of Billings is authorized to regulate the City's municipal water and wastewater utility and to change water and wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just, and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. That the following schedule of rates, fees, and charges are found to be just, reasonable, and necessary for the continued sound operation of the water and wastewater utilities and that the proposed rates, fees, and charges are approved, adopted, and published as the rates, fees, and charges of the City of Billings, Montana water and wastewater utilities, effective July 1, 2021 and July 1, 2022.

## WATER RATE AND FEE SCHEDULES

### Schedule I      METERED WATER MONTHLY VOLUME CHARGES

Customers within the City

<u>Customer Class</u>	<u>Effective 7/1/21</u> \$ per kGal	<u>Effective 7/1/22</u> \$ per kGal
Residential		
Tier 1 (0-10,000 Gallons)	\$ 3.72	\$ 3.88
Tier 2 (11,000-32,000 Gallons)	\$ 4.45	\$ 4.64
Tier 3 (33,000-75,000 Gallons)	\$ 5.79	\$ 6.04
Tier 4 (> 75,000 Gallons)	\$ 8.69	\$ 9.06
Non-Residential	\$ 3.20	\$ 3.29
Bulk Water Resellers	\$ 3.86	\$ 4.06
Seasonal	\$ 5.37	\$ 5.48
Multi-Family	\$ 3.70	\$ 3.81

Customers outside the City

<u>Customer Class</u>	<u>Effective 7/1/21</u> \$ per kGal	<u>Effective 7/1/22</u> \$ per kGal
Residential		
Tier 1 (0-10,000 Gallons)	\$ 3.85	\$ 4.01
Tier 2 (11,000-32,000 Gallons)	\$ 4.61	\$ 4.81
Tier 3 (33,000-75,000 Gallons)	\$ 6.02	\$ 6.28
Tier 4 (> 75,000 Gallons)	\$ 9.01	\$ 9.40
Non-Residential	\$ 3.38	\$ 3.49
Resale	\$ 2.81	\$ 3.68

### Schedule II      MINIMUM MONTHLY WATER CHARGES

Customers within the City

<u>Meter Size</u>	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
3/4"	\$ 8.30	\$ 8.45
1"	\$ 9.35	\$ 9.55
1-1/2"	\$ 11.30	\$ 11.55
2"	\$ 16.20	\$ 16.50
3"	\$ 50.50	\$ 51.50
4"	\$ 65.80	\$ 67.10
6"	\$ 98.70	\$ 100.65
8"	\$ 134.85	\$ 137.55
10"	\$ 200.41	\$ 200.41

Customers outside the City

<u>Meter Size</u>	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
3/4"	\$ 8.95	\$ 9.15
1"	\$ 10.20	\$ 10.40
1-1/2"	\$ 12.30	\$ 12.55
2"	\$ 17.70	\$ 18.05
3"	\$ 54.90	\$ 56.00
4"	\$ 71.50	\$ 72.95
6"	\$ 107.25	\$ 109.40
8"	\$ 146.55	\$ 149.50
10"	\$ 222.20	\$ 222.20

Schedule III PRIVATE FIRE PROTECTION CHARGES

<u>Connection Size</u>	<u>Inside City</u>	
	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
1-1/4"	\$ 29.30	\$ 30.75
1-1/2"	\$ 39.10	\$ 41.05
2"	\$ 62.60	\$ 65.75
3"	\$ 156.35	\$ 164.15
4"	\$ 273.60	\$ 287.30
6"	\$ 625.25	\$ 656.50
8"	\$ 1,094.20	\$ 1,148.90
10"	\$ 1,719.35	\$ 1,805.30
12"	\$ 2,475.95	\$ 2,599.75
14"	\$ 3,370.00	\$ 3,538.50

	<u>Outside City</u>	
	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
1-1/4"	\$ 29.75	\$ 31.25
1-1/2"	\$ 39.60	\$ 41.60
2"	\$ 63.40	\$ 66.55
3"	\$ 158.50	\$ 166.45
4"	\$ 277.35	\$ 291.20
6"	\$ 633.95	\$ 665.65
8"	\$ 1,109.40	\$ 1,164.85
10"	\$ 1,743.35	\$ 1,830.50
12"	\$ 2,510.35	\$ 2,635.85
14"	\$ 3,416.90	\$ 3,587.75



**Schedule IV**                      **WATER SPECIAL FEES AND CHARGES**

	<u>Effective</u> <u>7/1/21</u>	<u>Effective</u> <u>7/1/22</u>
1.) Application for extension of the water distribution system of the City	\$ 190.00	\$ 190.00
2.) Application for water service line installation permits	\$ 125.00	\$ 125.00
3.) Special agreements	\$ 130.00	\$ 130.00
4.) Water meter accuracy test fee		
(a) Small meter (in shop)	\$ 65.00	\$ 65.00
(b) Large meter (in field)	\$ 200.00	\$ 200.00
(c) Hydrant meter rental (\$/day)	\$ 5.50	\$ 5.50
5.) Construction meter setting and removal fee (\$/meter)	\$ 65.00	\$ 65.00
6.) Fireflow fee (\$/hydrant)	\$ 112.00	\$ 112.00
7.) Turn-on/Turn-off charge		
(a) Normal working hours	\$ 36.00	\$ 36.00
(b) Outside normal working hours	\$ 100.00	\$ 100.00
8.) Water main tapping fee		
(a) Two-inch diameter tap or smaller (\$/tap each visit)	\$ 155.00	\$ 155.00
(b) Over two-inch diameter tap (\$/tap each visit)	\$ 355.00	\$ 355.00
9.) Flushing, testing, and chlorinating fee (\$ each visit)	\$ 155.00	\$ 155.00
<i>--Water for flushing, testing, and chlorinating charged at current seasonal rate per kGal</i>		
10.) Delinquent service charge		
(a) Normal working hours	\$ 80.00	\$ 80.00
(b) After 5:00 p.m. weekdays	\$ 120.00	\$ 120.00
(c) Weekends/Holidays	\$ 260.00	\$ 260.00
11.) NSF fee	\$ 25.00	\$ 25.00
12.) Late payment interest charge (%/month)	1.5%	1.5%
13.) Water service line/fireline repair program fee (\$/month)	\$ 1.30	\$ 1.30

**Schedule V**    **WATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service</u> <u>Line Size</u>	<u>Effective 7/1/21</u>		
	<u>Residential</u>	<u>Non-Residential</u>	<u>Irrigation</u>
3/4" or less (1 EDU)	\$ 2,950	\$ 8,925	\$ 11,030
1"	\$ 2,950	\$ 15,140	\$ 18,705
1-1/2"	\$ 2,950	\$ 30,270	\$ 37,415
2"	\$ 2,950	\$ 48,435	\$ 59,875

3"	\$ 2,950	\$ 96,875	\$ 119,720
4"	\$ 2,950	\$ 151,370	\$ 187,075

For connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will forecast the demands on an average day basis. The System Development Fee (SDF) will be calculated as follows:  $SDF = (ADD * 8.49) * 1.04$

Where:

ADD is the projected average day demand of the new user in gallons per day,

8.49 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component and .04 equals the administrative fee.

## WASTEWATER RATE AND FEE SCHEDULES

### Schedule I

### **WASTEWATER MONTHLY VOLUME CHARGES**

Customer Class	Effective 7/1/21	Effective 7/1/22
	\$ per kGal	\$ per kGal
<u>Customers within the City</u>		
Residential	\$ 4.95	\$ 5.08
Large Residential	\$ 4.95	\$ 5.08
Commercial-Domestic Strength	\$ 4.95	\$ 5.08
<u>Customers outside the City</u>	\$ 4.95	\$ 5.08

### Schedule IA

### **MINIMUM MONTHLY WASTEWATER CHARGES**

#### Customers within the City

<u>Meter Size</u>	Effective 7/1/21	Effective 7/1/22
3/4"	\$ 6.95	\$ 7.05
1"	\$ 8.80	\$ 9.00
1-1/2"	\$ 10.80	\$ 11.05
2"	\$ 11.35	\$ 11.55
3"	\$ 18.25	\$ 18.65
4"	\$ 69.25	\$ 70.65
6"	\$ 88.15	\$ 89.95
8"	\$ 132.20	\$ 134.90
10"	\$ 182.60	\$ 186.30

#### Customers outside the City

<u>Meter Size</u>	Effective 7/1/21	Effective 7/1/22
3/4"	\$ 7.65	\$ 7.75
1"	\$ 9.65	\$ 9.90
1-1/2"	\$ 11.85	\$ 12.15
2"	\$ 12.45	\$ 12.70
3"	\$ 20.00	\$ 20.50

4"	\$ 76.20	\$ 77.70
6"	\$ 96.95	\$ 98.95
8"	\$ 145.40	\$ 148.40
10"	\$ 200.85	\$ 204.95

**Schedule IB**

**LOCKWOOD WASTEWATER MONTHLY CHARGES**

<u>Lockwood Sewer District</u>	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
Volume Charge	\$1.466/kGal	\$1.513/kGal
Fixed Monthly Fee	\$ 23,582	\$ 25,239
Surcharge Fee	6%	6%

**Schedule IC**

**PHILLIPS 66 WASTEWATER MONTHLY CHARGES**

<u>Phillips 66 Billings Refinery</u>	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
Volume Charge	\$0.604/kGal	\$0.625/kGal
Fixed Monthly Fee	\$ 13,106	\$ 14,032
Surcharge Fee	6%	6%

**Schedule ID**

**EXXONMOBIL WASTEWATER MONTHLY CHARGES**

<u>ExxonMobil Refinery</u>	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
Volume Charge	\$0.578/kGal	\$0.597/kGal
Fixed Monthly Fee	\$ 27,775	\$ 29,741
Surcharge Fee	6%	6%

**Schedule II**

**WASTEWATER EXTRA STRENGTH SURCHARGE**

<u>Unit Charges</u>	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
X = BOD (\$/lb)	\$ 0.9019	\$ 0.9019
Y = TSS (\$/lb)	\$ 0.5811	\$ 0.5811
Z = TKN (\$/lb)	\$ 1.7217	\$ 1.7217

**WASTEWATER SPECIAL FEES AND CHARGES**

<b>Schedule III</b>	<u>Effective 7/1/21</u>	<u>Effective 7/1/22</u>
1.) Application for extension of the wastewater collection system of the City	\$ 190.00	\$ 190.00
2.) Application for sanitary sewer service permits:		
(a) Domestic users service line installation permit	\$ 125.00	\$ 125.00

(b) Industrial users permit	\$ 2,250.00	\$ 2,250.00
3.) Special agreements	\$ 130.00	\$ 130.00
4.) Septage disposal permit fee (\$/1,000 gallons)	\$ 61.12	\$ 61.12
5.) Delinquent service charge		
(a) Normal working hours	\$ 80.00	\$ 80.00
(b) After 5:00 p.m. weekdays	\$ 120.00	\$ 120.00
(c) Weekends/Holidays	\$ 260.00	\$ 260.00
6.) NSF fee	\$ 25.00	\$ 25.00
7.) Late payment interest charge (%/month)	1.5%	1.5%

**Schedule IV**

**WASTEWATER SYSTEM DEVELOPMENT FEES**

<u>Meter or Service Line Size</u>	<u>Effective 7/1/21</u>	
	<u>City Service Area</u>	<u>Lockwood Service Area</u>
3/4" or less (*1EDU)	\$ 3,120	\$ 1,430
1"	\$ 9,575	\$ 4,385
1-1/2"	\$ 27,795	\$ 12,740
2"	\$ 47,985	\$ 21,990
3"	\$ 124,485	\$ 57,050
4"	\$ 291,435	\$ 133,570

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

$$(\$7.40 * \text{Flow} * (0.5234 + (\text{BOD} * 0.1782/200) + (\text{TSS} * 0.1847/200) + (\text{TKN} * 0.1136/55))) * 1.04$$

Where:

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and  
TSS is the projected TSS loading of the new user's effluent in milligrams per liter, and  
TKN is the projected TKN loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

\$ 7.40 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

0.5234 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

0.1782 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

0.1847 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

0.1136 equals the proportion of the City's wastewater facilities allocated to the TKN parameter in its cost-of service analysis.

1.04 represents the administrative charge.

2. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

**PASSED AND ADOPTED** by the City Council of the City of Billings, Montana, on the 24<sup>th</sup> day of May 2021.



CITY OF BILLINGS

By: William A. Cole  
William A. Cole, Mayor

ATTEST:

By: Denise R. Bohlman  
Denise R. Bohlman, City Clerk

**File Attachments for Item:**

13. Tree Board Minutes March 17, 2022.

Minutes  
City of Laurel  
Tree Board  
3/17/22 9:30 AM

Council Conference Room

Attending: LuAnne Engh (phone), Paul Kober, Michelle Hammer Mize (newly elected committee member – Ward 2A), Aaron Christensen, Matt Wheeler, Lynne Peterson

1. Public Input
  - a. None
  
2. General Items
  - a. Feb minutes approved –
  - b. City balance \$528 + \$300 from DNRC grant School Balance \$483
  - c. Arbor Day – Grow with the Flow – Tuesday, May 3 – 145 – 6 classes + 30 (Baptist, School of Light, Homeschool) - 9 sections.
  - d. Grants – Dale wasn't available to update on the Walmart grant
  - e. Donations:

Paul has received a check for \$1,000 from the Lions and \$250 from Rotary. He has also submitted a request from CHS

LuAnne – contacted Western Security and Yellowstone

Walt – Is checking with Meadowgold about a donation of ice cream

Aaron – Has a letter to go to donors. He will contact Skip at Ace Hardware for mulch. Getting tree donations will be hard since the supply is so low. River Ridge has 15 gal Sienna Maples for \$200 and BnB Hackberry for \$450.

Other ideas are Woods Power Grip, City Employee Union (Matt will contact Justin Baker)
  - f. Trees – As of yet no trees have been purchased.
  - g. Presenters: LuAnne has contacted the following:

Yellowstone County - Megan Hoyer

FWP – Shannon Blackburn

Bright n Beautiful – Joanie Tooley

Audubon – Anthony Samaratano

DNRC – Jeff Hermans (contactors, not Jeff)

Yellowstone River – Bob Makin (searching for a presenter)

USDA- Gary Adams (Hannah Lewis)

Bees –Sheri Kisch

MNLA – Gena is looking for a sub for James Prchal

- h. Schedule/[program – Lynne will be our speaker. We'll ask the Mayor to join us. The Lions would like a ribbon cutting so they can share that with Lions International. We may possibly be able to use the dock as our stage.
- i. Busses: drop off at 12:00 return at 2:45
- j. LuAnne will contact Dynamic Design to go ahead with the art work and let them know our total of shirts. Hopefully they will still donate a banner for us.
- k. Walt will handle the publicity with the Laurel Outlook next week.
- l. Matt will take care of bathrooms, garbage, planting, stage and any safety precautions.
- m. Lunch: Dale hasn't been at the last few meetings so we are unsure of the lunch and SOW trailer. Hopefully he will update us soon.
- n. Water: Lynne will ask the PTA for a donation.
- o. LuAnne Contacted the Veterans and Fire department.

#### Old Business

- a. Downtown trees – We have 13 locations that should be replaced.
- b. Walt sent an email to the Mayor to ask his position on the downtown trees. No response yet.

#### 3. Other Items

- a. Volunteer hours - Everyone turned in their volunteer hours last month. Thank you. This is used for the grants like the DNRC
- b. Next meeting – We'll meet early in the month to make sure we are organized before Arbor Day.

Next meeting Thursday, April 14th – 9:30

LuAnne Engh, Chairman



**File Attachments for Item:**

14. Emergency Services Committee Minutes of March 28, 2022.



**MINUTES  
CITY OF LAUREL  
EMERGENCY SERVICES COMMITTEE  
MONDAY, MARCH 28, 2022**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, March 28, 2022 by Chair Heidi Sparks

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Richard Klose, Bruce McGee, Jim Irwin, Jamie Swecker

**Others Present:** Police Chief Stan Langve, Fire Captain Sean McCleary, Ambulance Director Lyndy Gurchiek

**Public Input:**

Harry Schlitz with HOPE Animal Assistance Crisis Response gave a short presentation on the program and the services they offer. Stated would like to partner with Laurel since he is local. Presentation is attached.

**General Items**

1. Approval of Emergency Services Committee minutes of February 28, 2022. Motion by Irv Wilke, Seconded by Richard Klose, motion carried 6-0

**New Business**

2. Update from Ambulance Director, Fire and Police Chiefs
  - a. Police Chief Report attached
    - i. No major take away or highlights outside of documents presented and attached
  - b. Fire Captain Report attached
    - i. Fire season outlook is no great, this is the 3<sup>rd</sup> season of drought
    - ii. Yellowstone County has already started having grass fire callouts
    - iii. Looks like fire season will start early this year and be long
  - c. Ambulance Director Report attached
    - i. Ambulance Department continues to face staffing challenges
    - ii. One volunteer is injured and out on light duty
    - iii. Looking for outside the box solutions including:
      1. Splitting a full-time position into 2 part-time positions to draw EMTs, Paramedics currently working full-time elsewhere
      2. Looking into a possible student program partnership with SD2 in Billings since an EMT course is offered at Career Center

**Old Business-** None

**Other Items**

**Announcements**

4. Next Meeting will be Monday, April 25, 2022 at 6:00pm in Council Chambers

Meeting adjourned at 6:41pm



## HOPE ANIMAL-ASSISTED CRISIS RESPONSE

1292 High Street, #182 • Eugene • OR • 97401

Email: [info@hopeaacr.org](mailto:info@hopeaacr.org) • [www.hopeaacr.org](http://www.hopeaacr.org)

877-HOPE-K9S (877-467-3597)

The purpose of this letter is to introduce you to HOPE Animal-Assisted Crisis Response (HOPE AACR), and hopefully, to develop a working relationship with your agency. HOPE AACR's mission is to provide comfort and encouragement to individuals affected by crises or disasters, by means of human/canine-assisted support. We are prepared to work independently or alongside mental health professionals and emergency response agencies.

Our all-volunteer organization was developed following a shooting that occurred at an Oregon High School in 1998. Our workshops and continuing education training were developed to better prepare teams to assist emergency personnel. Following 9-11, the American Red Cross invited crisis response teams to Ground Zero. HOPE AACR teams responded and provided comfort services to the first responders, relief workers, and friends and families of those lost. HOPE AACR was then incorporated and became a registered 501(c)(3) nonprofit organization.

Since our inception, we have responded to vehicular accidents, mud slides, school shootings, train and plane crashes, wild fire base camps and shelters, hurricane support centers, wounded soldier encampments and memorial services following the loss of emergency responders. In Colorado, we have assisted with the Planned Parenthood Shooting in Colorado Springs, the national EMS Memorial, school student and teacher deaths, the Boulder King Soopers shooting, and the recent disastrous Marshall Fire in Louisville, CO. We also have very busy teams doing the same great work in Montana.

HOPE AACR is a national organization, with 300 Crisis Response Teams ready to take action following a request from agencies such as Red Cross, FEMA, NOVA, schools, Fire and Police departments or clergy. Our services are free of charge and our teams are covered by \$1 million in liability insurance. HOPE AACR Teams also meet the AACR National Standards.

We strongly believe in the scientifically proven healing benefits of the human-animal bond and the special emotional comfort and support that our dogs bring to individuals affected by crisis, disaster response personnel and other affected members of our community. Our dogs have been described as having "Seeing Hearts". HOPE AACR's paramount concern is how those in need can best be served.

I look forward to discussing with you how HOPE AACR working with your agency, can benefit our community.

Harry Schlitz  
Billings Area Coordinator  
HOPE Animal Assisted Crisis Response  
(406) ~~694-5727~~ 633-3336-C  
[mtmushers@aol.com](mailto:mtmushers@aol.com)

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### Board of Directors

*Keena Jones, Constance Howell, Shay Jacobsen, Pam Madden Jeanne Hooke,  
Glenn Schafer, Ngaire Abernethy, Heather Jenkins-Brazell, Connie Clark Redmond, Kathy Olin  
Rocky Mountain Regional Manager, Sandy Miller*

*HOPE Animal-Assisted Crisis Response is a 501(c)(3) tax exempt organization • Tax ID #93-1330180*

Subject: **HOPE AACR Certification Letter**  
Date: 3/6/2022 12:31:30 PM Mountain Standard Time  
From: hopeaacr@mg2.lglcrm.net  
To: mtmushers@aol.com

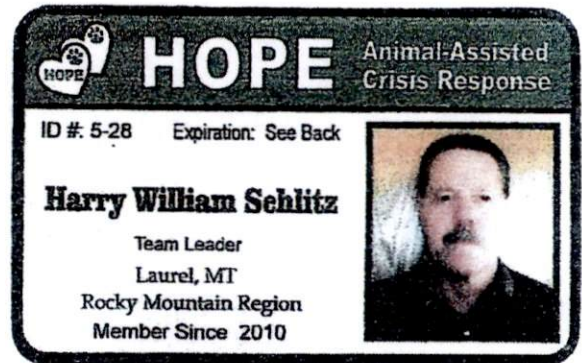
# HOPE Animal-Assisted Crisis Response

1292 High Street, #182 • Eugene • OR • 97401  
Email: info@hopeaacr.org • www.hopeaacr.org  
877-HOPE-K9S (877-467-3597)

February 1, 2022

Re: Letter of Certification  
Harry Schlitz  
HOPE AACR ID: #5028  
Member Since: 2010  
Expiration Date: January 31, 2023

To Whom It May Concern:



Harry Schlitz is a Certified Crisis Response Team Leader for HOPE Animal-Assisted Crisis Response (HOPE AACR), having completed specialized training for providing comfort and encouragement to people affected by crises and disasters. In addition, Team Leaders have been trained to assist HOPE AACR certified canine crisis response teams.

The nature of animal-assisted crisis response work requires this individual be on-call at all times. While on official business, this member will display HOPE AACR identification. Our members are insured by a one million dollar general liability insurance policy while on HOPE AACR business. Questions regarding work with HOPE AACR may be directed to me by calling 877-467-3597 or email president@hopeaacr.org.

Sincerely,

Keena Jones  
President  
HOPE Animal-Assisted Crisis Response

Contact information:  
Harry Schlitz  
Team Leader  
HOPE K-9 Crisis Teams  
[www.hopeaacr.org](http://www.hopeaacr.org)  
(406) 633 2858 H  
(406) 633 3336 C  
Toll-Free 877 467 3597



Request HOPE Teams 📞 1-877-HOPE-K9s 📞

# HOPE

Animal Assisted  
Crisis Response

**MISSION:** To provide comfort and encouragement through animal-assisted support to individuals affected by crises and disasters.

## *Evolution of Crisis Response Dogs*

HOPE AACR was born from the vision of founder Cindy Ehlers after responding to a tragic school shooting with her therapy dogs and the National Organization for Victim Assistance (NOVA). Her experience led her to develop and implement the structure and training required for dog and handler to be effective crisis response teams.

Since 2001, HOPE AACR teams have responded to the aftermath of crises and disasters, including 9/11, Hurricanes Katrina and Florence, and the Virginia Tech shootings. Regionally, HOPE teams have responded after floods, school shootings, student and faculty deaths and natural disasters.



## What Sets HOPE AACR Apart?

- HOPE Animal-Assisted Crisis Response (AACR)...is an all-volunteer, national, non-profit 501(c)(3) organization that responds free of charge.
- HOPE only responds when invited and supports *all* people affected by crisis, including first responders, survivors and families.
- HOPE has and continues to train a nationwide network of certified crisis response teams and team leaders to respond to all kinds of crises and disasters.
- HOPE teams are insured and undergo extensive screening of both handler and dog including a monthly criminal background check.
- HOPE teams are experienced therapy teams that have undergone extensive canine behavior evaluation and additional crisis training to ensure they are familiar with crises and disaster environments.
- HOPE teams receive training in psychological first aid, human and pet first aid and CPR, canine behavior and welfare, stress management and other related topics in order to be self-sufficient during emergency deployments.
- HOPE teams maintain their skills through continuing education and participation in crisis response drills.
- HOPE follows the Incident Command Structure (ICS) so that, on arrival, agencies have one point of contact.
- HOPE adheres to the AACR National Standards that ensure services are safely and consistently delivered with professionalism.
- HOPE teams have worked with local and national response agencies, such as VOADs, FEMA, NOVA, Salvation Army, American Red Cross, as well as fire departments, law enforcement agencies and schools.

**Sandy Miller**  
Rocky Mountain Regional Manager

[RMRrd@hopeaacr.org](mailto:RMRrd@hopeaacr.org)

📱📧 Connect with us. [www.hopeaacr.org](http://www.hopeaacr.org)

# HOPE

Animal-Assisted  
Crisis Response

## HOPE Animal-Assisted Crisis Response

877-HOPE-K9s [www.hopeaacr.org](http://www.hopeaacr.org)

**“Comfort in times of crisis”**

[coloradohopedogs@hotmail.com](mailto:coloradohopedogs@hotmail.com)

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### The Mission of HOPE Animal-Assisted Crisis Response is:

“To provide comfort and encouragement through animal-assisted  
Support to individuals affected by crises and disasters.”

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#### **About HOPE AACR**

- ◇ Hope AACR is an all volunteer, national, non-profit 501 (C)(3) organization dedicated to helping people.
- ◇ Our crisis response teams provide comfort and encouragement to people whose lives have been adversely affected by traumatic events.
- ◇ Our certified crisis response teams consist of a handler and dog who are trained to respond to intense emotional and environmental situations.
- ◇ Animal-Assisted Crisis Response is based on scientifically proven healing benefits of the human-animal bond.
- ◇ HOPE AACR teams are available to assist in the recovery from crisis disasters, assist mental health personnel on location. Teams are trained and prepared to work in unpredictable situations and are self-contained. Crisis Teams are available on short notice.

#### **Our Goals**

- ◇ To train a nationwide network of certified crisis response teams to respond to all kinds of crises and disasters.
- ◇ To assist other organizations who meet the emotional needs of people affected by traumatic events.
- ◇ To Provide the highest quality training for our response teams.

#### **A Brief History**

HOPE Animal-Assisted Crisis Response was formed in 1998 after responding to a high school shooting in Oregon. Since then we have worked with FEMA, the American Red Cross, Cal Fire, to name a few. We have responded to fires, hurricanes, transportation accidents, school shootings, and the loss of emergency responders. HOPE teams were deployed by the Red Cross to New York City following the attacks on September 11, 2001.



#### **HOPE AACR Certification Program**

The HOPE Animal-Assisted Crisis Response certification program trains and certifies experienced AAA/T teams and individuals without dogs, for crisis response work.

- ◇ Applicants are screened to help determine if they have the aptitude for crisis response work.
- ◇ Applicants that qualify are invited to attend a three day certification training workshop, where they will be trained in psychological first aid, crisis response protocols, canine behavior training, canine welfare issues, stress management. Crisis role-play field training is also a part of the workshop.
- ◇ Successful completion of the certification workshop is required to become a member.
- ◇ We require skills be maintained through continuing education training, and response drills.

**Sandy Miller, Regional Manager-Rocky Mountain Region Call 719-651-9912 to request crisis response teams**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bliss Sequoia Insurance P.O. Box 826  Salem OR 97308		<b>CONTACT NAME:</b> Janet O'Meara <b>PHONE (A/C, No, Ext):</b> (503) 364-5401 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jano@huggins.com	
<b>INSURED</b> Hope Animal Assisted Crisis Response 1292 High St # 182  Eugene OR 97401		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 10677

**COVERAGES**      **CERTIFICATE NUMBER:** (22-23)      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD 0314153	03/15/2022	03/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage for the operations of the Named Insured as provided by the above policy(ies).

**CERTIFICATE HOLDER**

Evidence of Insurance

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Jan O'Meara*



# Laurel Police Department

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

Total Calls

Printed on March 1, 2022

[CFS Date/Time] is between '2022-02-01 00:00:00' and '2022-02-28 23:59:59' and

[Primary Incident Code->Code : Description] All

---

<b>Code : Description</b>	<b>Totals</b>	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	32	32
: Agency Assist	45	45
: Alarm - Burglary	14	14
: Alarm - Fire	5	5
AMB : Ambulance	79	79
: Animal Complaint	12	12
: Area Check	5	5
: Assault	2	2
: Bad Checks	0	0
: Barking Dog	3	3
: Bomb Threat	0	0
: Burglary	0	0
: Child Abuse/Neglect	5	5
: Civil Complaint	4	4
: Counterfeiting	0	0
: Criminal Mischief	8	8



<b>Code : Description</b>	<b>Totals</b>	
: Criminal Trespass	3	3
: Cruelty to Animals	2	2
: Curfew Violation	2	2
: Discharge Firearm	2	2
: Disorderly Conduct	6	6
: Dog at Large	11	11
: Dog Bite	0	0
DUI : DUI Driver	12	12
: Duplicate Call	1	1
: Escape	0	0
: Family Disturbance	12	12
: Fight	1	1
FIRE : Fire or Smoke	10	10
: Fireworks	0	0
: Forgery	1	1
: Found Property	1	1
: Fraud	3	3
: Harassment	0	0
: Hit & Run	5	5
: Identity Theft	0	0
: Indecent Exposure	1	1

<b>Code : Description</b>	<b>Totals</b>	
: Insecure Premises	2	2
: Intoxicated Pedestrian	1	1
: Kidnapping	0	0
: Littering	0	0
: Loitering	0	0
: Lost or Stray Animal	15	15
: Lost Property	5	5
: Mental Health	6	6
: Missing Person	1	1
: Noise Complaint	7	7
: Open Container	1	1
: Order of Protection Violation	2	2
: Parking Complaint	19	19
: Possession of Alcohol	1	1
: Possession of Drugs	1	1
: Possession of Tobacco	4	4
: Privacy in Communications	2	2
: Prowler	0	0
: Public Assist	51	51
: Public Safety Complaint	3	3
: Public Works Call	10	10

<b>Code : Description</b>	<b>Totals</b>	
: Report Not Needed	10	10
: Robbery	0	0
: Runaway Juvenile	3	3
: Sexual Assault	1	1
: Suicide	0	0
: Suicide - Attempt	0	0
: Suicide - Threat	5	5
: Suspicious Activity	60	60
: Suspicious Person	13	13
: Theft	17	17
: Threats	4	4
: Tow Call	0	0
: Traffic Accident	10	10
: Traffic Hazard	3	3
: Traffic Incident	20	20
: TRO Violation	0	0
: Truancy	2	2
T/S : Traffic Stop	99	99
: Unattended Death	3	3
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0

<b>Code : Description</b>	<b>Totals</b>	
: Unlawful Use of Motor Vehicle	2	2
: Vicious Dog	0	0
: Warrant	20	20
: Welfare Check	18	18
<b>Totals</b>	708	708



# Laurel Fire Department

Report for the Month of Feb-22

	Calls	Hours
Structure Fires		
Wildland Fires	1	20
Extrications	3	42
Other Rescues	1	26
Alarms	9	89
Public Assist		
Medical Assist.	5	32
Other calls	6	84
	25	293
	Totals	
Fire Prevention		
Total Training		470
Total Maintenance		55
Community Service		
<b>Total</b>		<b>818</b>

Announcements:

**Structure Firefighting**

Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation.

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

**Wildland Firefighting**

Wildfire, brush fire, bush fire, desert fire, forest fire, grass fire, hill fire, peat fire, vegetation fire.

**Extrications**

Rescue victims entrapped in automobiles, machinery, farm equipment, buildings, and trenches.

**Other Rescues**

Rope Rescue, Water Rescue, Ice Rescue

**Alarms**

Any false alarms or malfunctions.

**Other Calls**

EMS assist, Industrial or Aircraft firefighting, Vehicle Fire, Hazmat, Spills, Public safety, Investigations, gas leaks, Carbon Monoxide problems, etc.

**Laurel Emergency Services Report created 3/28/22:**

**2020**

1090 requests for service  
159 times LEMS was unavailable  
72 times AMR was unavailable  
288 responses in Ward 5 = 27% of calls outside of the city of Laurel

**2021**

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



Recent Month Summary:

**February 2022:**

Requests	84
Missed Calls	10=12 %
Shortest Delay	9 minutes
Longest Delay	63 minutes
Average Delay	33 minutes
Fire Driver Available	27 times
QRU Response With 1 Provider	5 times **
On A Previous Call	0 times
No Crew / Provider Available	5 times
AMR Transported or Responded	6 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
Columbus Transported	1 times
Joliet Transported	0 time
Park City Transported	1 time
PD Assisted Pt no transport	1 time
POV Transport	0 times
YCSO Transported	0 times
MHP Transported	0 times

\*\*1 times the QRU responded and the patient refused / no transport to hospital or no patient found

\*25 responses in Ward 5 = 30 % of calls outside of the city of Laurel

**2022 Running Totals**

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2021
Requests	100	84											
Missed Calls	11	10											
Shortest Delay (minutes)	12	9											
Longest Delay (minutes)	69	63											
Average Delay (minutes)	31	33											
Fire Driver Available	22	27											
QRU Response w 1 Provider	6	5											
On A Previous Call	3	0											
No Crew / Provider Available	2	5											
AMR Transported or Responded	5	6											
Columbus Transported	1	1											
Poliet Transported	0	0											
Park City Transported	0	1											
Red Lodge Transported	0	0											
HELP Flight Transported	0	0											
POV Transport	5	0											
PD Assisted Pt no transport	0	1											
CSO Transported	0	0											
MHP Transported	0	0											
QRU/AMR Refusal or No Patient	0	1											
Responses in Ward 5	30	25											

**Other Reporting Information:**

- The paramedic applicant that accepted the position withdrew his acceptance stating that he did not realize he couldn't get out of his current employer contract until August. He may consider reapplying then if we still have openings. I am working with the Mayor, City Clerk and City Attorney to see if we can come up with some creative ideas to help us recruit and retain our staff.
- The 2 volunteer EMT have been officially approved by the City Council and Mayor and both are starting this wee,
- We have conducted the classroom training for the Public Works employees to be drivers for times that we are not able to have a full crew and no fire driver available. 1 of them is ready to go and the other 2 we are working on getting them on a couple of calls before we use them officially.
- We received approval for the crew sleeping quarters and work has started on the project. This is a huge improvement for our crews and we are excited!
- I have been asked to sit on multiple groups from around the state regarding establishing an EMS Advocacy group. I have been appointed as Director at Large for the MEMSA group and will be traveling to Helena for a meeting with the Montana Hospital Association group. I believe that both of these groups will help set the stage for the future of EMS in Montana, particularly establishing us as an essential service and hopefully more funding to ensure that we can continue to grow and care for people in our communities.

**File Attachments for Item:**

16. Appointment of Lela Schlitz to the Library Board for the remainder of a five-year term ending June 30, 2024.



March 14, 2022

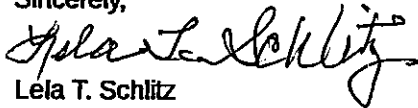
Dear Mayor Waggoner,

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

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

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

Sincerely,



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

**File Attachments for Item:**

17. Resolution No. R22-11: Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.

**RESOLUTION NO. R22-11**

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

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

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

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

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

WHEREAS, the Laurel City-County Planning Board held a duly advertised public hearing on Petitioner’s Petition for Annexation on March 16, 2022. At the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of both the annexation and zoning requests; and

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner’s Petition for Annexation on April 12, 2022. At the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation is in the best interests of the City at this time; and

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

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

1. The owner of record of the territory annexed to the City of Laurel has executed a Petition of Annexation.

2. Pursuant to Mont. Code Ann. § 7-2-46, the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in Petitioner's Petition for Annexation and all attached Exhibits.
3. The following described territory is hereby annexed to the City of Laurel: the real property generally described as that portion of Section 7, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, generally lying North of the Big Ditch, but does not include the Golf Course Maintenance Facility. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way. Petitioner agrees to provide the City of Laurel with a new Certificate of Survey specifying the exact legal description of the property.
4. The owner of record of the territory annexed to the City of Laurel and the City of Laurel will execute an Annexation Agreement, which terms and conditions are made a part of this Resolution and the Petition for Annexation.
5. That the approval of the annexation and zoning is conditioned as follows:
  - A. On all terms, conditions, and requirements of the Annexation Agreement between the City of Laurel and the Laurel Golf Club.
  - B. Petitioner must provide the City of Laurel with a new Certificate of Survey specifying the exact legal description of the property.
  - C. The property shall be zoned as public, which is consistent with the zoning of adjacent and nearby properties.
  - D. The Waiver of Right to Protest, a copy of which is attached hereto and incorporated by reference herein, and this Resolution, shall be recorded with the County Clerk and Recorder within ninety (90) days after the adoption of this Resolution.
  - E. Connections to the City of Laurel Water and Sewer Systems shall be approved by the City of Laurel's Public Works Department.
  - F. All improvements and infrastructure connections shall be completed within one calendar year from the date this Resolution is approved.
6. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true

and correct certified copy of this Resolution and Meeting Minutes with the Yellowstone County Clerk and Recorder.

7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
8. Annexation and the City's responsibility for providing service to the property shall become null and void upon Petitioner's failure to satisfy the conditions imposed by the City Council by and through this Resolution, the Petition for Annexation, and the Annexation Agreement by and between the City of Laurel and the Laurel Golf Club.

Introduced at a regular meeting of the City Council on the 12<sup>th</sup> day of April 2022, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 12<sup>th</sup> day of April 2022.

APPROVED by the Mayor the 12<sup>th</sup> day of April 2022.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Keeler, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

**STAFF REPORT**  
**LAUREL GOLF CLUB**  
**Annexation and Initial Zoning**

**Applicant:**

Laurel Golf Club  
1020 Golf Course Road  
Laurel MT 59044

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

**Request:**

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

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

**Process:**

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

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

**Analysis of the Request**

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

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

#### **Findings:**

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

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

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

### **12 Point Test for Zoning:**

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

Finding:

The requested zoning is in accordance with the Growth Policy.

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



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

Finding:

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

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

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

Finding:

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

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

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

Finding:

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

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

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

Finding:

The requested zoning will provide adequate light and air.

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

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

Finding:

The proposed zoning will prevent the overcrowding of land.

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

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

Finding:

The proposed zoning will prevent the undue concentration of population.

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

Finding:

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

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

Finding:

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

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

**Finding:**

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

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

**Finding:**

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

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

**Finding:**

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

**Conclusion:**

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

# EXHIBIT A

## ANNEXATION EXHIBIT

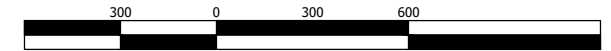
WITHIN  
CERTIFICATE OF SURVEY NO. 3055

PREPARED FOR : LAUREL GOLF CLUB

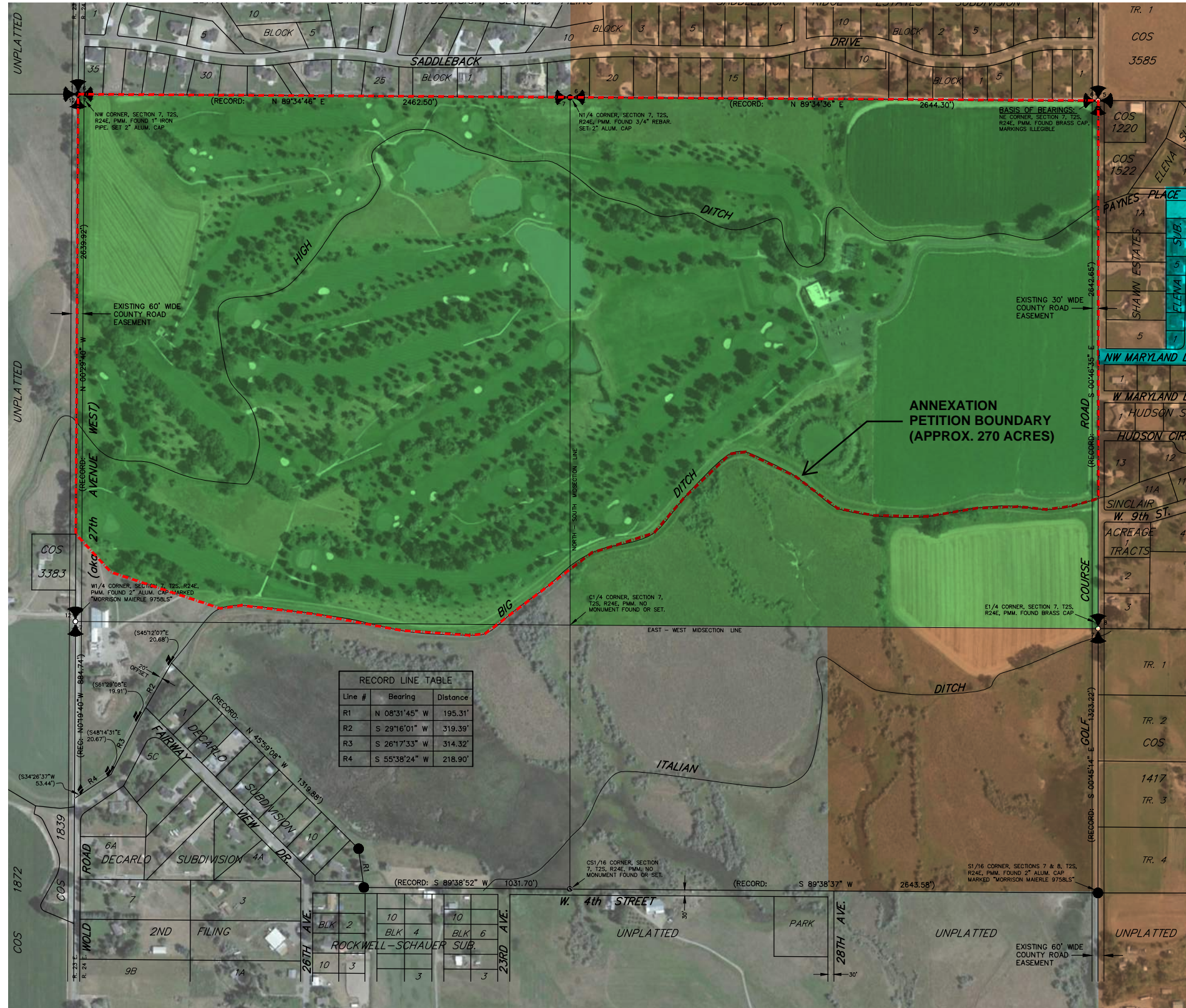
PREPARED BY : **SANDERSON STEWART**

FEBRUARY, 2022

BILLINGS, MONTANA



SCALE: 1"=600'



Line #	Bearing	Distance
R1	N 08°31'45" W	195.31'
R2	S 29°16'01" W	319.39'
R3	S 26°17'33" W	314.32'
R4	S 55°38'24" W	218.90'

- R-7500 ZONE
- R-200 ZONE
- PUBLIC ZONE

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

## ANNEXATION AGREEMENT

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

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

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

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

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

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

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

- 1. Roads and Access.** The Developer Tract shall be accessible by Golf Course Road. No improvements to Golf Course Road will be constructed upon annexation and re-development of the Laurel Golf Club clubhouse. Future development or subdivision of the Developer Tract may require Golf Course Road to be improved to City standard as described in a Subdivision Improvements Agreement or Development Agreement at the time of subdivision or lot development.
- 2. Sanitary Sewer.** Developer Tract shall be served by the City wastewater system. The Developer shall extend a new main from the existing 8-inch sanitary sewer main in Northwest Maryland Lane to provide service to the clubhouse. Plans and specifications shall

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

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

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

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

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

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

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

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

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

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

**12. Attorney's Fees.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

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

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

LAUREL GOLF CLUB

By: \_\_\_\_\_

Title: \_\_\_\_\_

“Developer”

STATE OF MONTANA     )  
                                       : ss.  
County of Yellowstone     )

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

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

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



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

CITY OF LAUREL, MONTANA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

“City”

STATE OF MONTANA     )  
  :ss  
County of Yellowstone     )

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

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

Approved as to Form:

\_\_\_\_\_  
City Attorney

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

### **Waiver of Right to Protest**

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

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

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

Certificate of Survey No. 3055

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LAUREL GOLF CLUB

By: \_\_\_\_\_

Its: \_\_\_\_\_

“Subdivider/Owner”

STATE OF MONTANA )

: ss

County of Yellowstone )

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

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

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

## Project Narrative

### Overview

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

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

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

### Utility Extensions

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

**RESOLUTION NO. R08-22**

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

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

WHEREAS, it is appropriate for the City Council to adopt an Annexation Policy that governs proposed annexations to the City in accordance with Ordinance No. O08-02 § 16.12.020; and

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

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

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

BE IT FURTHER RESOLVED that this Resolution shall be enforceable on the effective date of Ordinance No. O08-02.

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


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

APPROVED by the Mayor this 4<sup>th</sup> day of March, 2008.

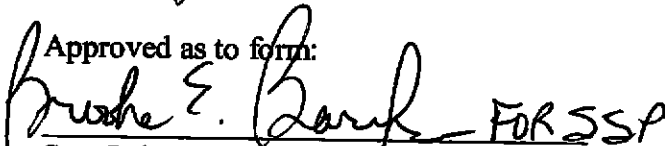
CITY OF LAUREL

  
Kenneth E. Olson, Jr., Mayor

ATTEST:

  
Mary K. Embleton, Clerk-Treasurer

Approved as to form:

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

## **CITY OF LAUREL ANNEXATION POLICY**

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

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

### **Consent to Annexation and/or Waiver of Protest.**

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

### **Annexation Fee.**

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

### **Annexation Criteria and Requirements.**

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

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

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

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

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

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

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

**CITY OF LAUREL, MONTANA  
REQUEST FOR ANNEXATION  
AND PLAN OF ANNEXATION**

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

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.

2. Applicant landowner's name: Laurel Golf Club  
Address: 1020 Golf Course Road, Laurel, MT 59044  
Phone: 406.628.4504

3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)  
Legal description: Certificate of Survey No. 3055  
Lot size: ~443 acres (annexation area ~270 acres)  
Present use: Agricultural land and golf course  
Planned use: Golf course  
Present zoning: P - Public  
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])

4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

**Water Service:**

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

**Sewer Service:**

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



Timeframe for installation: Spring 2022

How financed: Private

Streets:

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

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

Cost of paving: n/a

How cost determined: n/a

Timeframe for construction: n/a

**Other required improvements: Provide above information on attached pages.**

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

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



ORDINANCE NO. 008-02

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

WHEREAS, Ordinance No. O07-01 adopted April 3, 2007 repealed Chapter 16 of the Laurel Municipal Code in its entirety in order to comply with changes adopted by the State of Montana Legislature; and

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

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

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

Chapter 16.12

ANNEXATIONS

Sections:

16.12.010 Annexation.

16.12.020 Annexation Policy.

16.12.030 Annexation Fee Schedule.

16.12.010 Annexation.

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

16.12.020 Annexation Policy.

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

16.12.030 Annexation Fee Schedule

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

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

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

March 17, 2022

**Applicant:**

Laurel Golf Club  
1020 Golf Course Road  
Laurel MT 59044

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

**Request:**

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

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

**Process:**

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

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

**Analysis of the Request**

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

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

**Findings:**

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

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

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

### **12 Point Test for Zoning:**

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

#### **Finding:**

The requested zoning is in accordance with the Growth Policy.

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

Finding:

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

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

Finding:

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

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

Finding:

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

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

Finding

The requested zoning will provide adequate light and air.

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

Finding:

The proposed zoning will prevent the overcrowding of land.

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

Finding:

The proposed zoning will prevent the undue concentration of population.

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

Finding:

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

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

Finding:

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

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



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

**Finding:**

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

XI. Will the zoning conserve the value of buildings;

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

**Finding:**

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

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

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

**Finding:**

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

**Conclusion:**

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

For the Planning Board and Zoning Commission

Judy Goldsby, Chair  


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

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

**Present:**

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

**Absent:**

Gavin Williams

**General Items**

Meeting Minutes: February 16, 2022

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

**New Business**

**Special Review Application - Firebox Kitchen & Tap Room**

Karen Courtney, Building Official, briefly reviewed the attached Staff report.  
Chair, Judy Goldsby opened for public hearing. Asked for proponents.

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

Chair, Judy Goldsby called for opponents. There were none.  
Called for Board discussion.

Jon Klasna: Will signage be brought forward later?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chair Judy Goldsby called for proponents.

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

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

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

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

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

Chair Judy Goldsby called for a motion.

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

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

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

John Klasna seconded.

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

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

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

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

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

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

### **Announcements**

Next Meeting: April 20, 2022

Adjourned at 6:25 p.m.

**File Attachments for Item:**

18. Resolution No. R22-12: Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitalities, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/Tap Room And Sale And Consumption Of Alcohol On Premises, Within An Existing Structure Located At Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel.

**RESOLUTION NO. R22-12**

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

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

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

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

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

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

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

WHEREAS, a public hearing was held on the 12<sup>th</sup> day of April 2022 at the City Council Meeting;

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

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

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

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

Introduced at a regular meeting of the City Council on the 12<sup>th</sup> day of April 2022, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 12<sup>th</sup> day of April 2022.

APPROVED by the Mayor the 12<sup>th</sup> day of April 2022.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor



ATTEST:

---

Bethany Keeler, Clerk-Treasurer

APPROVED AS TO FORM:

---

Michele L. Braukmann, Civil City Attorney

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

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the Building Official

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## **INTRODUCTION**

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

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

## **PLANNER RESPONSIBILITY**

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

## **STANDARD OF REVIEW Zoning Commission/City Council**

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

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

**VARIANCES REQUESTED**

N/A. None Requested.

CITY HALL  
115 W. 1<sup>ST</sup> ST.  
PLANNING: 628-4796  
WATER OFC.: 628-7431  
COURT: 628-1964  
FAX 628-2241

# City of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the City Planner

## Application for Special Review

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

Applicant: Owen Yurko, Latitude Hospitalities LLC dba Firebox Provisions  
Legal Description: LAUREL INDUSTRIAL PARK S16, T02, S, R24E BLOCK 2 LOT 5A  
General Address: 331 S WASHINGTON  
Owner of Tract: SAMBERG ENTERPRISES LLC  
Mailing Address: 20A S WASHINGTON A4 LAUREL  
Phone Number: 406-840-4004  
Email Address: stevet@laurelford.net

General Description of the requested Special Review:  
COMMERCIAL DEVELOPMENT BUILDING

Timeline for development:  
UNDERWAY, scheduled opening late March / Early April

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

Applicant Signature: 

Date: 2/1/2022

# Latitude Hospitalities LLC

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

February 1, 2022

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

To whom it may concern,;

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

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

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

Thank you for your consideration in this process

Best regards,



Owen Yurko

Owner, Latitude Hospitalities LLC dba FIREBOX PROVSIONS



## CANYON CREEK LAUREL RETAIL CENTER

331 S Washington St, Laurel, MT 59044

### RETAIL PROPERTY FOR LEASE

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

Multi tenant shops space for restaurants, retail, office

1,200 SF - 4,200 SF available

Shell delivery, can be configured to suit individual needs

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

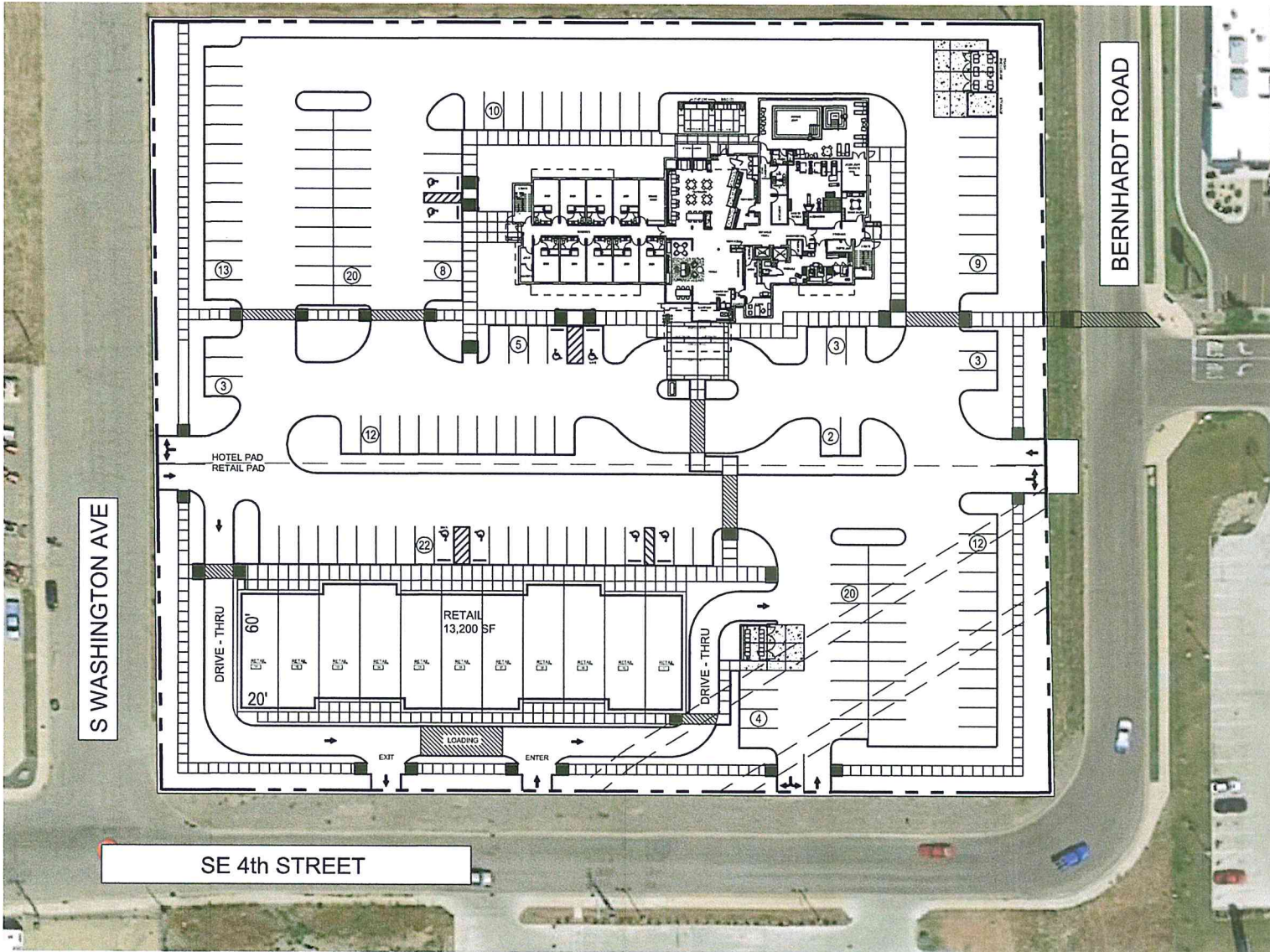
Come join Jimmy John's, SCL Health, The UPS Store, and Canyon Creek Station Tap Room



**STEVE ZEIER**

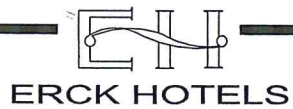
406.670.6969

steve@trinityremt.com



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

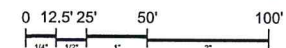
RETAIL PAD	
<b>SITE INFO:</b>	
HOTEL AREA:	+/- 94,328 SF (+/- 2.17 ACRES)
RETAIL AREA:	+/- 69,917 SF (+/- 1.61 ACRES)
TOTAL SITE:	+/- 171,711 SF (+/- 3.77 ACRES)
<b>PARKING:</b>	
MERCANTILE:	1 / 200 SF = 12,000 SF
STORAGE:	1 / 500 SF = 1,200 SF
REQUIRED:	63 STALLS
PROVIDED:	58 STALLS
<b>BUILDING INFO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



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

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

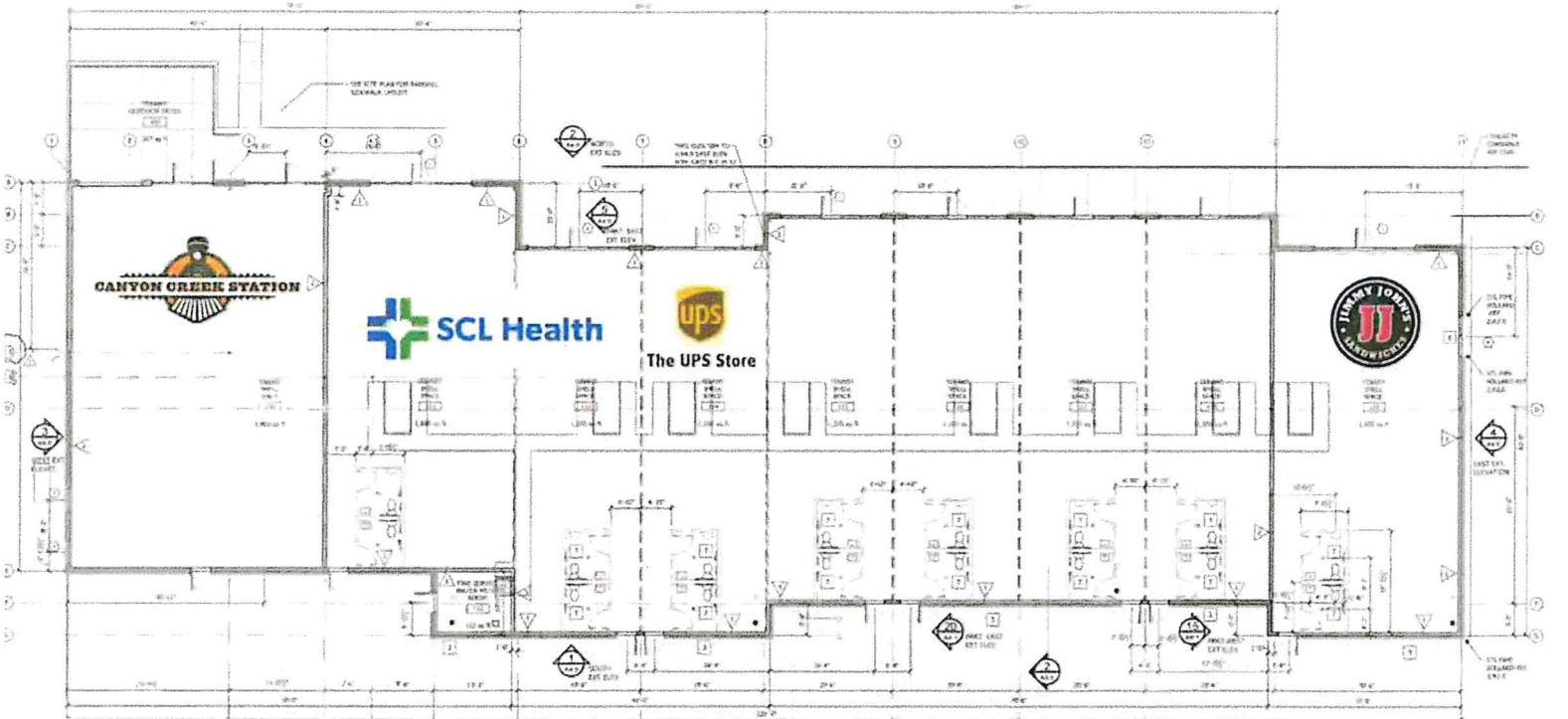
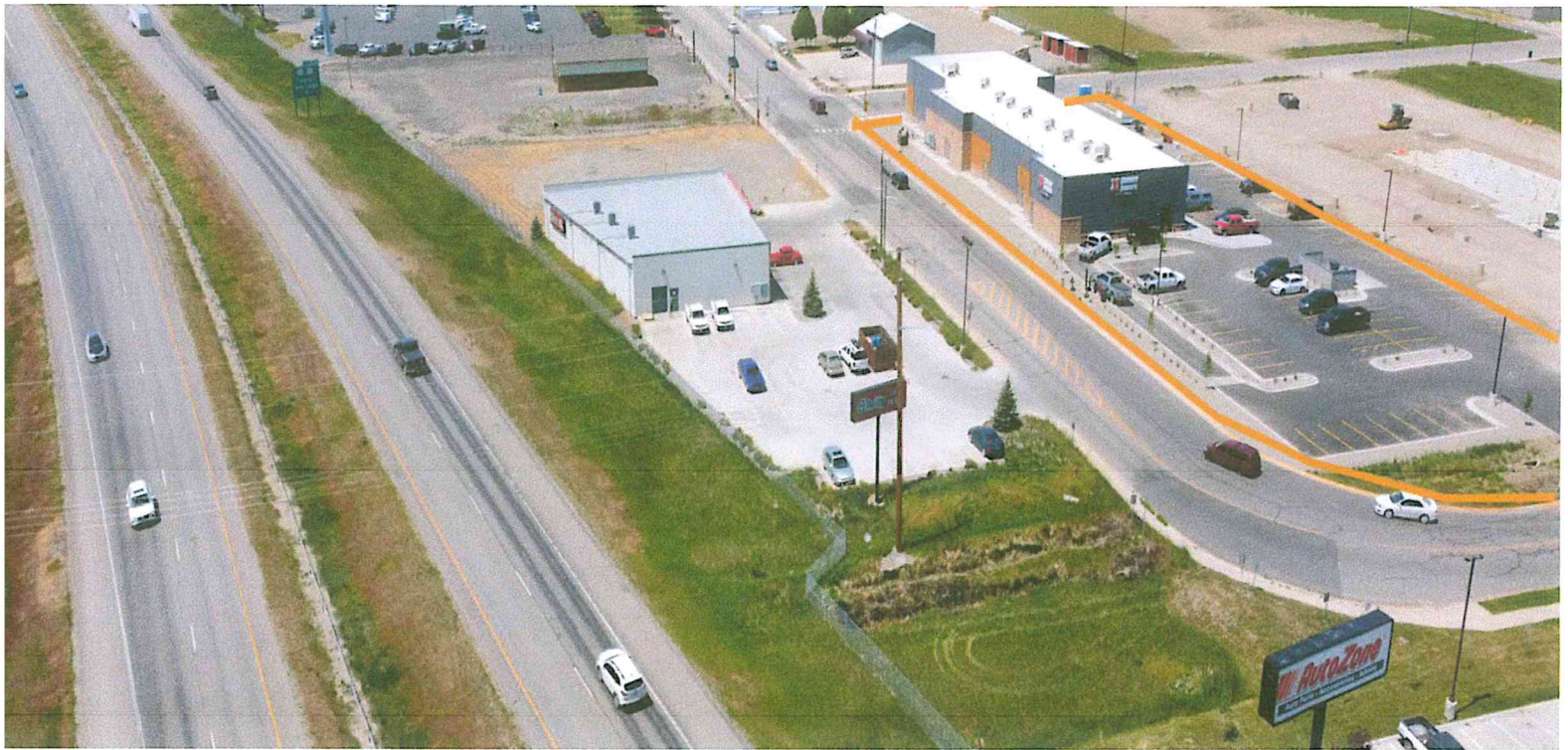
TRUE NORTH



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

Retail Property For Lease

# ADDITIONAL PHOTOS

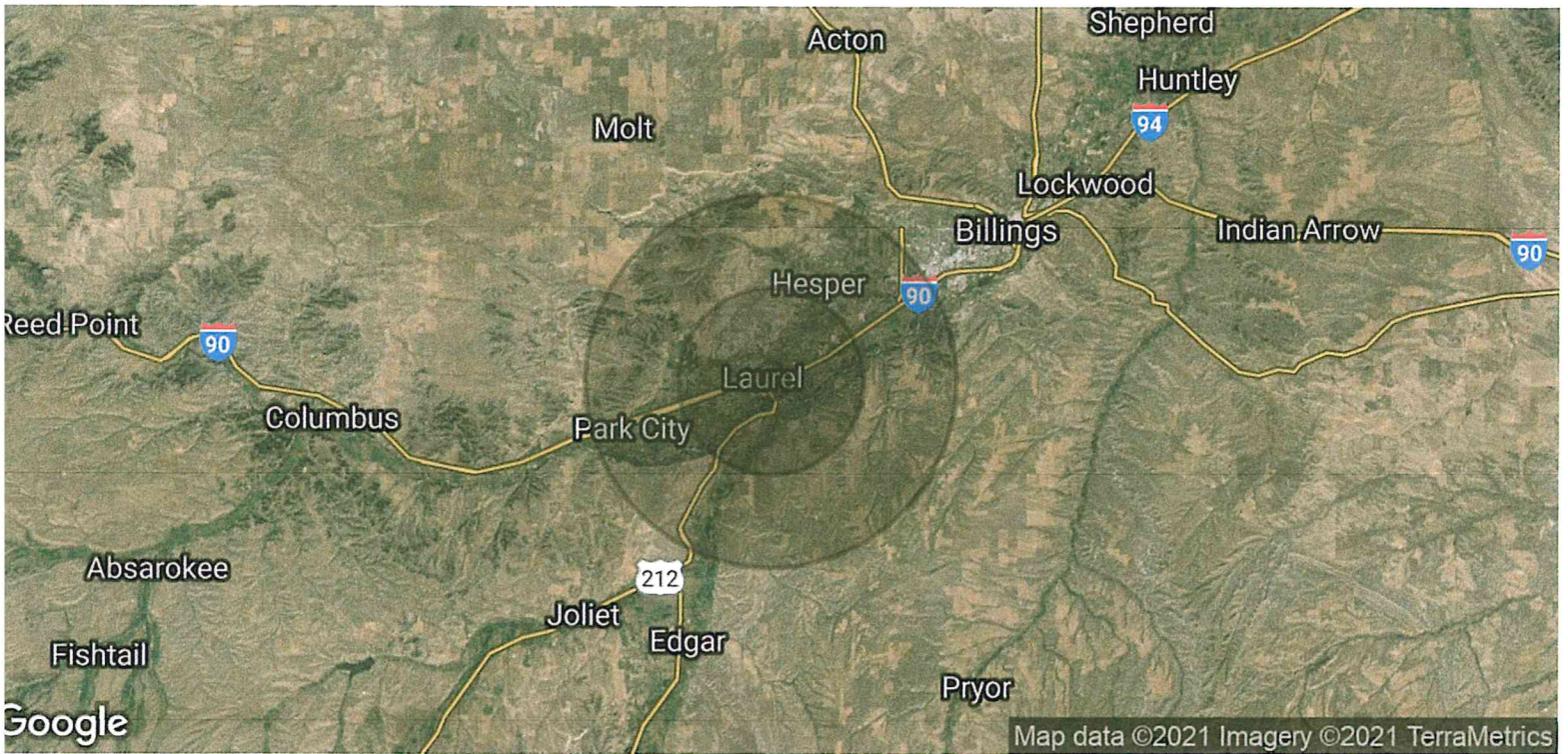
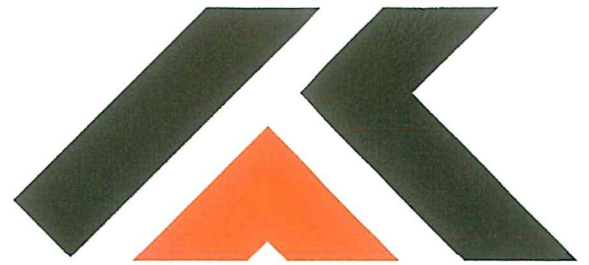


**STEVE ZEIER**  
406.670.6969  
steve@trinityremt.com





# DEMOGRAPHICS MAP & REPORT

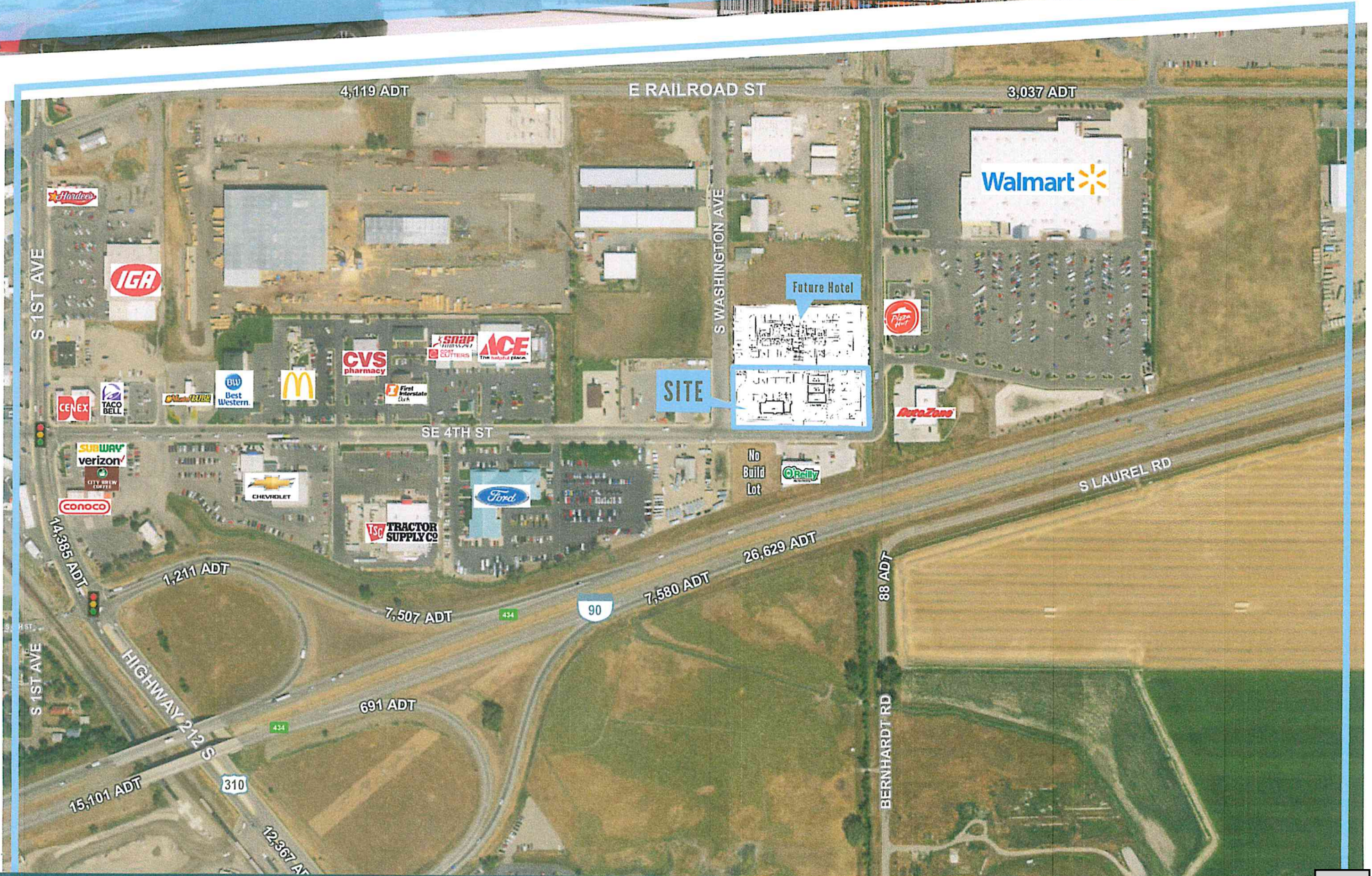


POPULATION	1 MILE	5 MILES	10 MILES
Total Population	159	3,068	10,358
Average age	38.9	38.8	38.9
Average age (Male)	40.0	39.9	40.0
Average age (Female)	37.4	37.4	37.5

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

\* Demographic data derived from 2010 US Census

# LAUREL RETAIL DEVELOPMENT



# COUNTY TAX BILL 2021 REAL ESTATE

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



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

**IMPORTANT TAX BILL ENCLOSED**

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

**TAX CODE:** B02320  
**LEVY DISTRICT:** 7 TI: LAUREL URBAN RENEWA TAX I

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

*Comm*

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

**DELINQUENT TAXES**  
 YEAR AMOUNT

## GENERAL TAX DETAIL

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

Levy Description (Continued)	Amount
ST GENERAL SCHOOL	260.46
ST STATE EQUALIZATION AID	315.72
ST UNIVERSITY-MILLAGE	47.36
ST VOCATIONAL-TECHNICAL SCHOOLS	11.84
<b>Total General Taxes</b>	<b>4878.90</b>

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

## SPECIAL ASSESSMENTS

Description	Code	1st Half	2nd Half
OT #113 LAUREL SID	#113	1,008.63	1,008.62
OT #118 LAUREL SID	#118	579.19	579.18
OT LAUREL URBAN RENEWA A	7T1	2,720.00	2,720.00
OT LSM LAUREL STREET MAINT	LSM	648.15	648.14
OT LSWP LAUREL SWEEPING	LSWP	68.37	68.37
OT NUTTING DRAIN DISTRI	NUDD	5.00	5.00
OT SOIL SOIL CONSERVATION	SOIL	3.61	3.61
OT TIDU TID - UNIVERSITY MILLAGE	TIDU	26.66	26.66

**Total Special Assessments** 5059.61  
**Total Taxes Due Current Year** 7499.06

\*-Voted as a new levy/charge for 2021  
 \*\*-Voted to increase the levy/charge for 2020  
 \*\*\*-Voted to exceed Statutory Authority

Please fold on perforation BEFORE tearing

**2021 2ND HALF PAYMENT STUB**

Second Half Amount Due: **\$7,499.03**

**Remember - Mark this date on your calendar!**

Payment Due: 05/31/2022 Tax Code: B02320

NO SECOND HALF NOTICE WILL BE SENT. YOUR CHECK IS YOUR RECEIPT. STUBS MUST ACCOMPANY PAYMENT. FOR A COPY OF YOUR TAX RECEIPT INCLUDE A SELF ADDRESSED STAMPED ENVELOPE.

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

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

RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT TO:

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

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

*Pd 11-15-21*





# Yellowstone County, Montana

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

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

[Back to Search Form](#)

[Full Orion Detail](#)

## Owner Information

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

Tax Code: B02320

### Primary Party

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

2022 Mailing Address: SOLBERG ENTERPRISES LLC  
500 SE 4TH ST  
LAUREL, MT 59044-3308

Property Address: 331 S WASHINGTON AVE

Township: 02 S Range: 24 E Section: 16

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

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

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

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

### Property Assessment Information

Levy District: 7 TI LAUREL URBAN RENEWA TAX I

#### 2021 Assessed Value Summary

Assessed Land Value = \$ 470,585.00

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

Total Assessed Value = \$ 887,835.00

#### Assessed Value Detail Tax Year: 2021

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

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

### Rural SID Payoff Information

NONE

### Property Tax Billing History

Year	1st Half	2nd Half	Total
<a href="#">2000</a>	384.69 P	384.66 P	769.35
<a href="#">2001</a>	502.11 P	502.11 P	1,004.22
<a href="#">2002</a>	565.42 P	565.40 P	1,130.82
<a href="#">2003</a>	553.66 P	553.65 P	1,107.31

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

(P) indicates paid taxes.

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

### Jurisdictional Information

<b>Commissioner Dist:</b> 1 - <a href="#">John Ostlund (R)</a>	<b>School Attendance Areas</b>
<b>Senate:</b> 28 - <a href="#">Brad Molnar (R)</a>	<b>High:</b> LAUREL
<b>House:</b> 55 - Vince Ricci (R)	<b>Middle:</b> LAUREL
<b>Ward:</b> 1 (LAUREL)	<b>Elem:</b> LAUREL

[Emelie Kay Eaton](#)

[Heidi Sparks](#)

**Precinct:** 55.4

**Zoning:** HC-Highway Commercial

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

[Click Here to view Broadview](#)

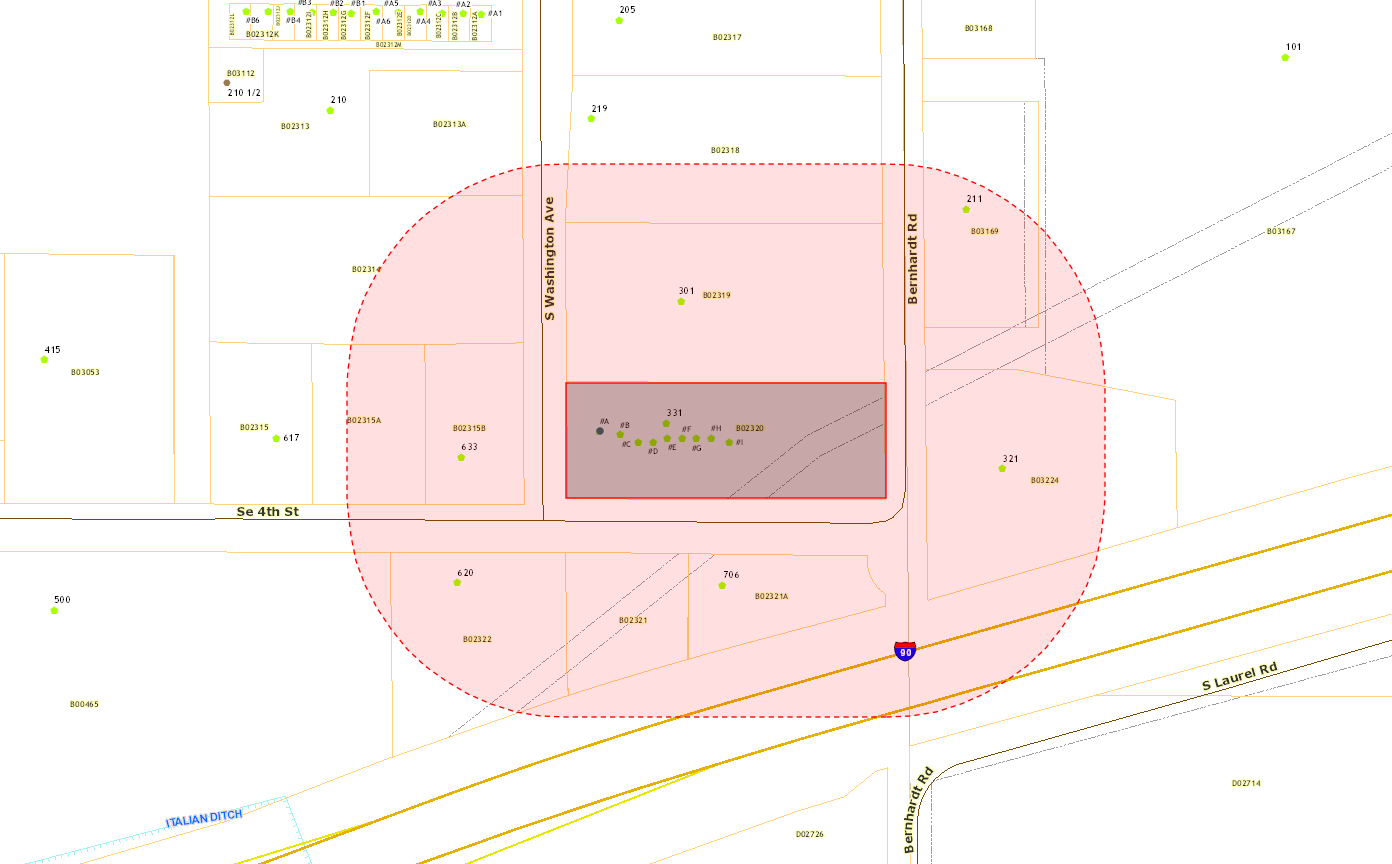
[Regulations](#)

[Click Here to view Yellowstone](#)

[County Regulations](#)

[School District Trustee Links](#)

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



#B6	#B4	#B2	#B1	#A5	#A3	#A2
B02312K	B02317B	B02317A	B02317C	B02317D	B02317E	B02317F
B02312L	B02312M	B02312N	B02312O	B02312P	B02312Q	B02312R

B03112  
210 1/2

B02313  
210

B02313A

219

B02318

B03168

101

211

B03169

B03167

415

B03053

S Washington Ave

Bernhardt Rd

301

B02319

Se 4th St

B02315  
617

B02315A

B02315B  
633

331

- #A
- #B
- #C
- #D
- #E
- #F
- #G
- #H
- #I

B02320

321

B03224

500

B00465

620

B02322

706

B02321A

B02321

90

S Laurel Rd

ITALIAN DITCH

Bernhardt Rd

D02714

D02726

EXHIBIT B

Information Regarding Lots, Tracts and Parcels

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



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

B-2

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

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

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

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

**Present:**

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

**Absent:**

Gavin Williams

**General Items**

Meeting Minutes: February 16, 2022

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

**New Business**

**Special Review Application - Firebox Kitchen & Tap Room**

Karen Courtney, Building Official, briefly reviewed the attached Staff report.  
Chair, Judy Goldsby opened for public hearing. Asked for proponents.

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

Chair, Judy Goldsby called for opponents. There were none.  
Called for Board discussion.

Jon Klasna: Will signage be brought forward later?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chair Judy Goldsby called for proponents.

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

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

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

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

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

Chair Judy Goldsby called for a motion.

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

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

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

John Klasna seconded.

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

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

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

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

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

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

### **Announcements**

Next Meeting: April 20, 2022

Adjourned at 6:25 p.m.

**File Attachments for Item:**

19. Resolution No. R22-13: A Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Project Known As H2S Rehabilitation Improvements.

**RESOLUTION NO. R22-13**

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

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

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

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

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

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

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

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

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

Introduced at a regular meeting of the City Council on the 12<sup>th</sup> day of April 2022, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 12<sup>th</sup> day of April 2022.

APPROVED by the Mayor the 12<sup>th</sup> day of April 2022.



CITY OF LAUREL

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Dave Waggoner, Mayor

ATTEST:

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Bethany Keeler, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney



**2022 H2S REMEDIATION**  
CITY OF LAUREL, MT  
BID SUMMARY

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

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

*[Handwritten signature]*  
2/24/2022

**SECTION 00300  
BID FORM**

**PROJECT IDENTIFICATION:**

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

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

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

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>001</u>	<u>02/18/2022</u>
<u>        </u>	<u>        </u>
<u>        </u>	<u>        </u>

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

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

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### **4.01 Bidder certifies and acknowledges:**

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

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

**ARTICLE 5 – BASIS OF BID**

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

**H2S Rehabilitation Improvements  
City of Laurel, MT**

**BASE BID: H2S REHABILITATION IMPROVEMENTS**

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

**ARTICLE 6 – TIME OF COMPLETION**

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

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

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

SUBMITTED on February 24, 2022  
\_\_\_\_\_  
(Date)

Montana Contractor's Registration # 160270  
\_\_\_\_\_

Employer's Tax ID No. 27-0552913  
\_\_\_\_\_

**If Bidder is:**

**An Individual:**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

**A Partnership:**

Partnership Name: \_\_\_\_\_

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

Name (typed or printed): \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

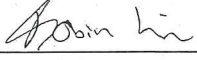
Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

**A Corporation:**

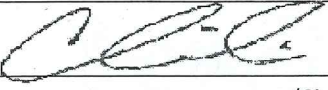
Name: Black Canyon, LLC.  
(Corporation Name)

State of Incorporation: Montana

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

By:  Robin Linn  
(Signature of person authorized to sign)

Title: Managing Member

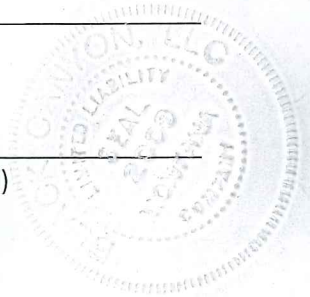
Attest:  Chris Linn  
(Signature)

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

Phone No.: 406-272-1300 FAX No: 406-720-7111

Date of Qualification To Do Business Is: 2009

\_\_\_\_\_  
(Corporate Seal)



**A Joint Venture:** Each Joint Venture Must Sign:

Joint Venturer Name: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Signature of Joint Venture Partner)

Name: \_\_\_\_\_  
(Name, printed or typed)

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_



Joint Venturer Name: \_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Signature of Joint Venture Partner)

Name: \_\_\_\_\_  
(Name, printed or typed)

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

Address of Joint Venture for Receipt of Official Communication:

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No: \_\_\_\_\_

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

**END OF SECTION**

**File Attachments for Item:**

20. Resolution No. R22-14: A Resolution Authorizing A Lease Agreement Between The City Of Laurel And Laurel American Legion Post #123, For The Construction And Use Of City Owned Property For A Parking Lot Near The City's Cemetery.

**RESOLUTION NO. R22-14**

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

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

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

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

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

Introduced at a regular meeting of the City Council on April 12, 2022, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 12<sup>th</sup> day of April 2022.

APPROVED by the Mayor this 12<sup>th</sup> day of April 2022.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Keeler, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## LEASE AGREEMENT

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

### LEASED PREMISES

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

### TERM

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

### RENT

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

### SECURITY DEPOSIT

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

### USE OF LEASED PREMISES

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

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

#### PROPERTY TAXES

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

#### REPAIRS

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

#### LIENS

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

#### DAMAGE OR DESTRUCTION

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

#### DEFAULT

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

### HOLD HARMLESS AND INDEMNIFICATION

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

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

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

### INSPECTION OF PREMISES

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

### ATTORNEY'S FEES IN LEGAL ACTION

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

## INSURANCE

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

## TIME

Time is of the essence in this Lease.

## AGREEMENT IN COUNTERPARTS

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

## COMPLIANCE WITH LAWS AND REGULATIONS

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

## SURRENDER UPON TERMINATION

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

## MISCELLANEOUS TERMS

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

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

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

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

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

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

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

LESSOR:

\_\_\_\_\_  
Mayor, City of Laurel

ATTEST:

\_\_\_\_\_  
City Clerk Treasurer

LESSEE:

\_\_\_\_\_  
Laurel American Legion Post #123



# AMENDED TRACT C-1 OF CERTIFICATE OF SURVEY NO. 3162

DOCUMENT NO. 3557159

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

**LEGAL DESCRIPTION:**

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

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

**OWNER'S CERTIFICATION**

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

\_\_\_\_\_  
Mayor, City of Laurel, Montana Date \_\_\_\_\_

\_\_\_\_\_  
Laurel City Clerk/Treasurer: ATTEST:

STATE OF MONTANA )  
County of Yellowstone )  
This record was signed before me on \_\_\_\_\_ by \_\_\_\_\_ as  
Mayor of the City of Laurel, Montana.

seal \_\_\_\_\_  
Notary Signature

STATE OF MONTANA )  
County of Yellowstone )  
This record was signed before me on \_\_\_\_\_ by \_\_\_\_\_ as  
the City Clerk/Treasurer of the City of Laurel, Montana.

seal \_\_\_\_\_  
Notary Signature

**CITY - COUNTY HEALTH DEPARTMENT APPROVAL**

\_\_\_\_\_  
YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT dba RIVERSTONE HEALTH Date \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT**

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

\_\_\_\_\_  
Yellowstone County Treasurer Date \_\_\_\_\_

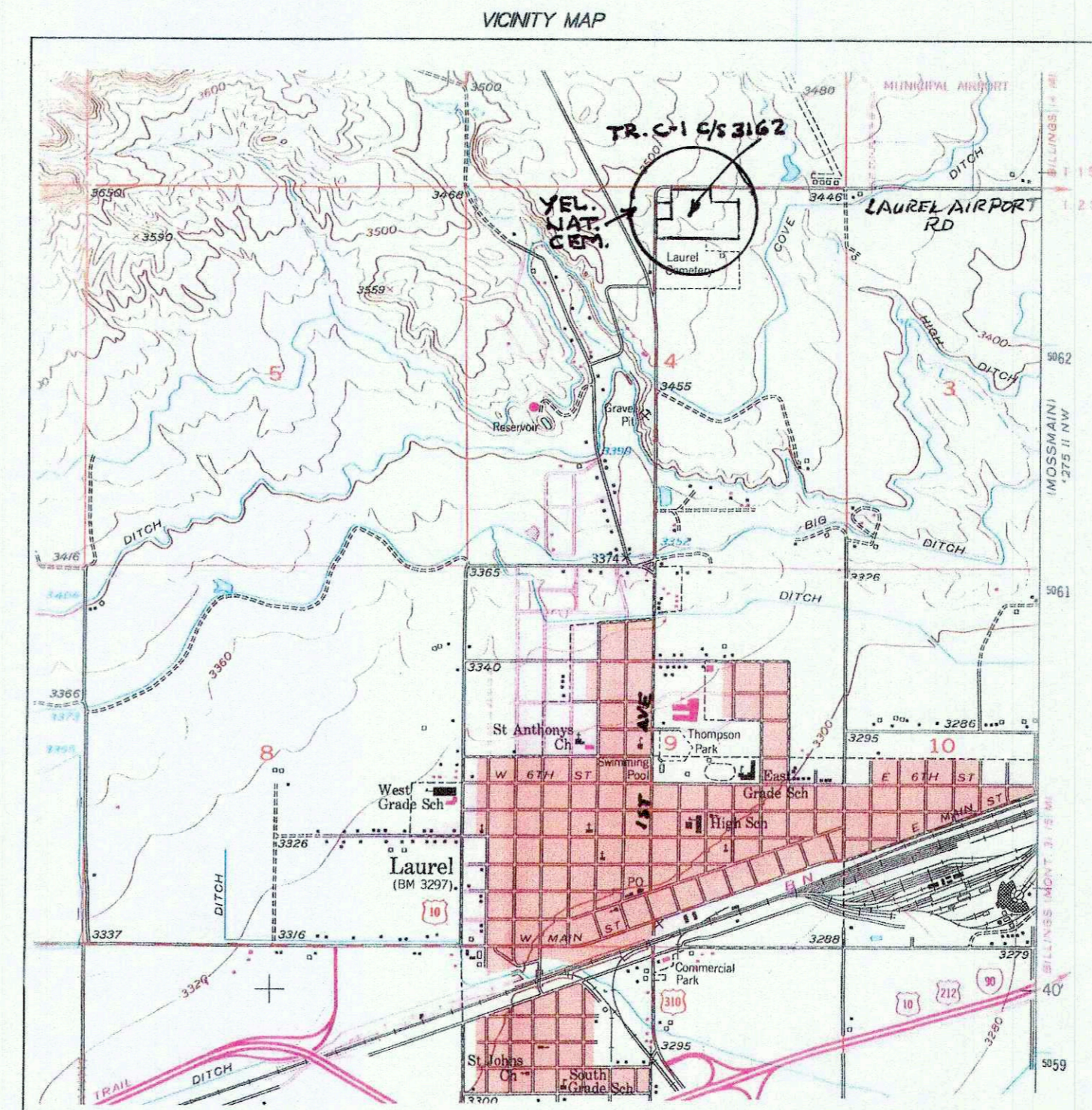
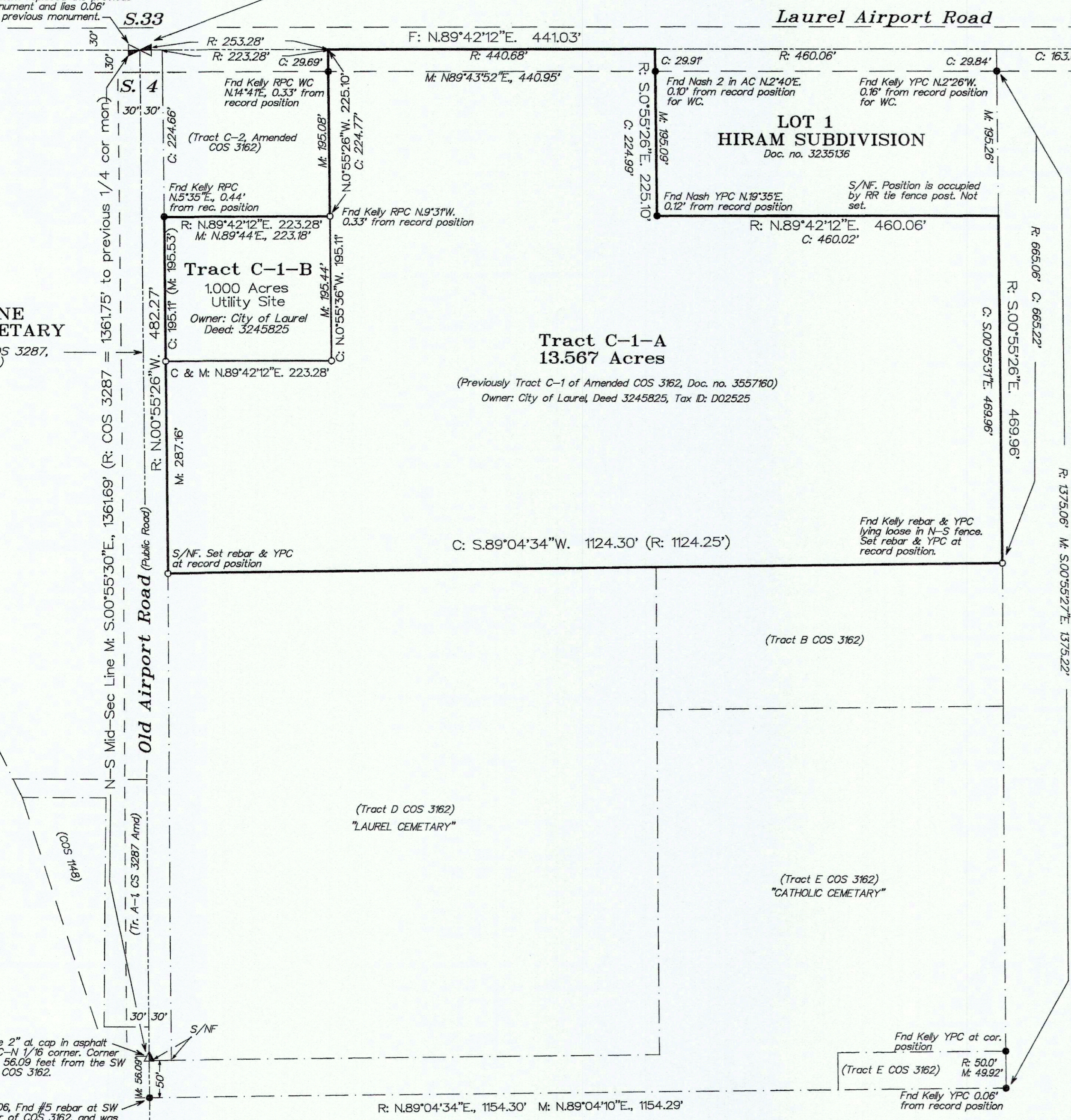
**COUNTY ATTORNEY'S CERTIFICATION**

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

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_  
Deputy County Attorney

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

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



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

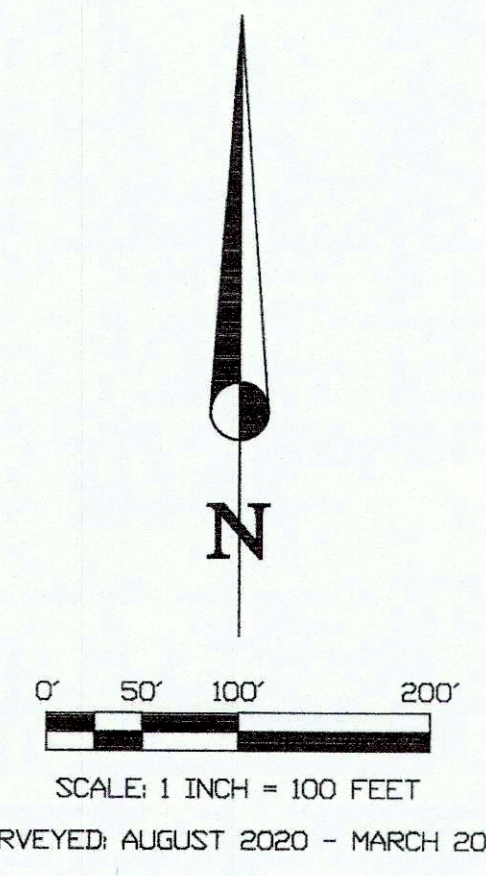
Boundary of Yellowstone National Cemetery  
Buffalo Trail Highway

Fnd McGee 2" al. cap in asphalt road for C-N 1/16 corner. Corner lies North, 56.09 feet from the SW corner of COS 3162.

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

- = Found monument from previous survey
- = Set 5/8" x 24" rebar with yellow plastic cap marked "MCGEE, 5157S"
- COS, CS = Certificate of Survey
- R = Record dimension
- M = Measured dimension monument to monument
- C = Calculated dimension
- WC = Witness Corner to true corner
- S/NF = Searched corner position/Not Found

- = Boundary line per this survey
- - - = Boundary line previous survey
- · - · - = Section Line
- · — · — = Highway right of way line
- · - · - · - = access road right of way



**CERTIFICATE OF SURVEYOR:**

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

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

STATE OF MONTANA )  
County of Yellowstone )

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

seal \_\_\_\_\_  
Notary Signature

**YELLOWSTONE COUNTY CLERK AND RECORDER FILING DATA**

1/4 SEC.	SECTION	TOWNSHIP	RANGE	MCGEE & COMPANY	
G. Lot 2	4	2 S.	24 E.	LAUREL, MONTANA 59044	
				DRAWN: dwn	SCALE: 1 IN = 100 FT.
				CHECKED: _____	CLIENT: City of Laurel
				DATE: 3/16/2021	PROJECT NO. 20-3302
				REVISION: 2/1/2022	FILE: \3302CS.gcd

**File Attachments for Item:**

21. Resolution No. R22-15: A Resolution Of The City Council Authorizing The Mayor To Execute The Independent Contractor Service Contract By And Between The City Of Laurel And Interstate Power Systems

**RESOLUTION NO. R22-15**

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

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

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

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

Introduced at a regular meeting of the City Council on the 12<sup>th</sup> day of April 2022, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 12<sup>th</sup> day of April 2022.

APPROVED by the Mayor the 12<sup>th</sup> day of April 2022.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Keeler, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

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

### **SECTION ONE DESCRIPTION OF SERVICES**

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

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

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

### **SECTION TWO CONTRACT PRICE**

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

### **SECTION THREE CITY’S RESPONSIBILITIES**

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

### **SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION FIVE  
INDEMNITY AND INSURANCE**

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

**SECTION SIX  
COMPLIANCE WITH LAWS**

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

**SECTION SEVEN  
NONDISCRIMINATION**

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

**SECTION EIGHT  
DEFAULT**

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

**SECTION NINE  
TERMINATION**

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

**SECTION TEN  
GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN  
ATTORNEY FEES**

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

**SECTION TWELVE  
ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH  
ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN  
SEVERABILITY**

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

**SECTION FIFTEEN  
PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 12<sup>th</sup> DAY OF APRIL 2022.

CITY OF LAUREL

CONTRACTOR

\_\_\_\_\_  
Dave Waggoner, Mayor

\_\_\_\_\_  
Interstate Power Systems

ATTEST:

Employer Identification Number

\_\_\_\_\_  
Bethany Keeler, Clerk/Treasurer

\_\_\_\_\_



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

February 2, 2022  
VID: multiple units

## Re: Preventive Maintenance Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

An Annual Service PM for 2022 -----\$ 440.00  
An Annual Service PM for 2023 -----\$ 445.00  
An Annual Service PM for 2024 -----\$ 451.00

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

An Annual Service PM for 2022 -----\$ 890.00  
An Annual Service PM for 2023 -----\$ 911.00  
An Annual Service PM for 2024 -----\$ 934.00

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

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

Two Hour Load Bank Test for 2022 -----\$ N/A  
Two Hour Load Bank Test for 2023 -----\$ N/A  
Two Hour Load Bank Test for 2024 -----\$ N/A

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

Two Hour Load Bank Test for 2022 -----\$ 625.00  
Two Hour Load Bank Test for 2023 -----\$ 625.00  
Two Hour Load Bank Test for 2024 -----\$ 625.00

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

Two Hour Load Bank Test for 2022 -----\$ 487.00  
Two Hour Load Bank Test for 2023 -----\$ 487.00  
Two Hour Load Bank Test for 2024 -----\$ 487.00

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

Two Hour Load Bank Test for 2022 -----\$ 487.00  
Two Hour Load Bank Test for 2023 -----\$ 487.00  
Two Hour Load Bank Test for 2024 -----\$ 487.00

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

Two Hour Load Bank Test for 2022 -----\$ 491.00  
Two Hour Load Bank Test for 2023 -----\$ 491.00  
Two Hour Load Bank Test for 2024 -----\$ 491.00

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

Two Hour Load Bank Test for 2022 -----\$ 587.00  
Two Hour Load Bank Test for 2023 -----\$ 587.00  
Two Hour Load Bank Test for 2024 -----\$ 587.00

**Kohler Generator – S/N: 2275332 – VID: 732507 – Murray Street Booster**  
Two Hour Load Bank Test for 2022 -----\$ 587.00  
Two Hour Load Bank Test for 2023 -----\$ 587.00  
Two Hour Load Bank Test for 2024 -----\$ 587.00

**Kohler Generator – S/N: SGM329KNX – VID: 129772 – Waste Water Treatment Plant**  
Two Hour Load Bank Test for 2022 -----\$ 1,588.00  
Two Hour Load Bank Test for 2023 -----\$ 1,588.00  
Two Hour Load Bank Test for 2024 -----\$ 1,588.00

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

**Kohler Generator – S/N: 0777268 – VID: 732512 – Water Treatment Plant**  
**Onan Generator – S/N: b060890387 – VID: 217643 – West Maryland**  
**Onan Generator – S/N: K070123536 – VID: 317259 – Walmart Lift Station**  
**Onan Generator – S/N: C100108531 – VID: 317308 – Village Lift Station**  
**Kohler Generator – S/N: SGM32GCRC – VID: 732454 – Elm Street Lift Station**  
**Kohler Generator – S/N: SGM32HPPB – VID: 732504 – New Intake**  
**Kohler Generator – S/N: 2275332 – VID: 732507 – Murray Street Booster**  
**Kohler Generator – S/N: SGM329KNX – VID: 129772 – Waste Water Treatment Plant**

**Semi-Annual Inspection for 2022 -----\$ 220.00 Individually**  
**Semi-Annual Inspection for 2023 -----\$ 220.00 Individually**  
**Semi-Annual Inspection for 2024 -----\$ 220.00 Individually**

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

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

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

# INTERSTATE Power Systems

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

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

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

This order accepted by:

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

SITE NAME	FUEL	MAKE	KW	SER#	Semi Annual (Inspection Only)		Annual PM Service	Annual Load Bank	2022 Annual TOTALS	Annual PM Service	Annual Load Bank	2023 Annual TOTALS	Annual PM Service	Annual Load Bank	2024 Annual TOTALS
WATER TREATMENT PLANT	D	KOHLER	800	0777268	\$ 220.00	\$ 1,148.00	\$ 685.00	\$ 625.00	\$ 1,368.00	\$ 1,183.00	\$ 625.00	\$ 1,403.00	\$ 1,220.00	\$ 625.00	\$ 1,440.00
WEST MARYLAND	D	ONAN	80	B060890387	\$ 220.00	\$ 685.00	\$ 513.00	\$ 487.00	\$ 1,530.00	\$ 696.00	\$ 625.00	\$ 1,541.00	\$ 706.00	\$ 625.00	\$ 1,551.00
WALMART LIFT	D	ONAN	20	K070123536	\$ 220.00	\$ 513.00	\$ 480.00	\$ 487.00	\$ 1,220.00	\$ 522.00	\$ 487.00	\$ 1,229.00	\$ 532.00	\$ 487.00	\$ 1,239.00
VILLAGE LIFT	D	ONAN	20	C100108531	\$ 220.00	\$ 480.00	\$ 480.00	\$ 487.00	\$ 1,187.00	\$ 488.00	\$ 487.00	\$ 1,195.00	\$ 496.00	\$ 487.00	\$ 1,203.00
ELM STREET LIFT	D	KOHLER	52	SGM32GCRG	\$ 220.00	\$ 720.00	\$ 587.00	\$ 491.00	\$ 1,431.00	\$ 740.00	\$ 491.00	\$ 1,451.00	\$ 761.00	\$ 491.00	\$ 1,472.00
NEW INTAKE	NG	KOHLER	100	SGM32HPPB	\$ 220.00	\$ 510.00	\$ 587.00	\$ 587.00	\$ 1,317.00	\$ 516.00	\$ 587.00	\$ 1,323.00	\$ 521.00	\$ 587.00	\$ 1,328.00
MURRAY STREET	NG	KOHLER	100	2275332	\$ 220.00	\$ 440.30	\$ 587.00	\$ 587.00	\$ 1,247.30	\$ 445.00	\$ 587.00	\$ 1,252.00	\$ 451.00	\$ 587.00	\$ 1,258.00
WWTP	D	KOHLER	600	SGM329KNX	\$ 220.00	\$ 890.00	\$ 1,588.00	\$ 1,588.00	\$ 2,698.00	\$ 911.00	\$ 1,588.00	\$ 2,719.00	\$ 934.00	\$ 1,588.00	\$ 2,742.00
2022 TOTAL BUDGET					\$ 11,998.30	2023 TOTAL BUDGET	\$ 12,113.00	2024 TOTAL BUDGET	\$ 12,233.00						



**File Attachments for Item:**

22. Resolution No. R22-16: A Resolution Of The City Council Authorizing The Mayor To Execute The Standard Audit Contract Amendment By And Between The City Of Laurel And Olness & Associates, P.C.

**RESOLUTION NO. R22-16**

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

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

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

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

Introduced at a regular meeting of the City Council on the 12<sup>th</sup> day of April 2022, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 12<sup>th</sup> day of April 2022.

APPROVED by the Mayor the 12<sup>th</sup> day of April 2022.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Keeler, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney



DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT AMENDMENT

This contract amendment is made this 7<sup>TH</sup> day of MARCH, 20 22, by and among

OLNESS & ASSOCIATES, PC
Certified Public Accountant
("Contractor"),
CITY OF LAUREL
Governmental Entity
("Entity"),

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

JULY 1, 20 20 to JUNE 30, 20 21

Amendments:

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

Table with 3 rows: \$ 16,000 For initial/sole audit covering 07 / 01 / 2019 to 06 / 30 / 2020; \$ 19,750 For subsequent audit covering 07 / 01 / 2020 to 06 / 30 / 2021; \$ 17,000 For subsequent audit covering 07 / 01 / 2021 to 06 / 30 / 2022

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

1. Audit Periods and Dates of Engagement

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

2. Time and Price for Engagement

- A. Estimated total hours 230

B. Price for audit personnel	19,750
Price for travel	_____
Price for report preparation	_____
Total price for this engagement	<u>19,750</u>

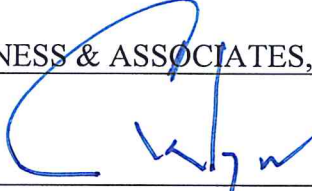
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

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

IN WITNESS WHEREOF:

**Certified or Licensed Public Accountant**

OLNESS & ASSOCIATES, PC  
 \_\_\_\_\_  
*Firm Name*

By  \_\_\_\_\_ Date 3/7  
*Authorized Representative* 22

**Governmental Entity**

CITY OF LAUREL  
 \_\_\_\_\_  
*Entity Name*

By \_\_\_\_\_ Date \_\_\_\_\_  
*Authorized Representative*

**Montana Department of Administration  
 Local Government Services**

By \_\_\_\_\_ Date \_\_\_\_\_  
*Authorized Representative*