



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, MARCH 25, 2025  
6:30 PM  
COUNCIL CHAMBERS**

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

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

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes of March 11, 2025.

**Correspondence**

2. Beartooth RC&D March Correspondence
3. Fire Department Monthly Report - February 2025.

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

**Consent Items**

**NOTICE TO THE PUBLIC**

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

4. Claims entered through March 21, 2025.
5. Approval of Payroll Register for PPE 3/16/2025 totaling \$256,822.77.
6. Clerk/Treasurer Financial Statements February 2025.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

7. Budget/Finance Committee Minutes of March 11, 2025.
8. Laurel Urban Renewal Agency Minutes of February 24, 2025.
9. Laurel Urban Renewal Agency Minutes of March 10, 2025.
10. Emergency Services Committee Minutes of February 24, 2025.
11. Public Works Committee Minutes of February 18, 2025.

- [12.](#) Public Works Committee Minutes of March 17, 2025.
- [13.](#) Park Board Minutes of March 6, 2025.
- [14.](#) Laurel Airport Authority Minutes of January 23, 2024.
- [15.](#) Laurel Airport Authority Minutes of February 27, 2024.
- [16.](#) Laurel Airport Authority Minutes of April 23, 2024.
- [17.](#) Laurel Airport Authority Minutes of May 28, 2024.
- [18.](#) Laurel Airport Authority Minutes of October 22, 2024.

### **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**

- [19.](#) Resolution No. R25-21: Resolution Of City Council Approving Final Annexation, Right-Of-Way Dedications, And Zoning For Approximately One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana.
- [20.](#) Resolution No. R25-22 - A Resolution Of The City Council Approving The Expedited Subdivision Application For The McLelland Subdivision.
- [21.](#) Resolution No. R25-23: A Resolution Of The City Council Authorizing The Mayor To Reschedule City Council Meeting Set On Veterans Day.

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

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

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

#### **Council Discussion**

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

### **Mayor Updates**

### **Unscheduled Matters**

#### **Adjournment**

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

**File Attachments for Item:**

1. Approval of Minutes of March 11, 2025.

# MINUTES OF THE CITY COUNCIL OF LAUREL

March 11, 2025

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on March 11, 2025.

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

COUNCIL MEMBERS ABSENT:      None

OTHER STAFF PRESENT:      Brittney Harakal, Administrative Assistant

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

## MINUTES:

- Approval of Minutes of January 28, 2025.

Motion by Council Member Wilke to approve the minutes of the regular meeting of January 28, 2025, as presented, seconded by Council Member Mackay. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Approval of Minutes of February 11, 2025.

Motion by Council Member Sparks to approve the minutes of the regular meeting of February 11, 2025, as presented, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Approval of Minutes of February 25, 2025.

Motion by Council Member Canape to approve the minutes of the regular meeting of February 25, 2025, as presented, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

## CORRESPONDENCE:

- Police Monthly Report - February 2025.

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

## PUBLIC HEARING:

- Public Hearing - A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.

Mayor Waggoner opened the public hearing.

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

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

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



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

#### CONSENT ITEMS:

- **Claims entered through March 7, 2025.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 3/7/2025 totaling \$275,277.40.**
- **Council Workshop Minutes of February 18, 2025.**

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 Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

**CEREMONIAL CALENDAR:** None.

#### REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of February 25, 2025.
- Library Board Minutes of October 15, 2024.
- Library Board Minutes of November 11, 2024.
- Library Board Minutes of December 10, 2024.

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

Michael Hammer, 508 6<sup>th</sup> Avenue, thanked the Council and Staff for their service and acknowledged his earlier criticism. He appreciated their courage in handling public criticism and taking on responsibility. Although he still has concerns, he's grateful for their efforts.

#### SCHEDULED MATTERS:

- **Appointment of Dean Rankin to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2027.**

Motion by Council Member Mize to approve the Mayor's appointment of Dean Rankin to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2027, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R25-18: A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.**

Motion by Council Member Banks to approve Resolution No. R25-18, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R25-19: A Resolution Of The City Council Authorizing The Adoption Of The 2024 Eastern Montana Region Hazard Mitigation Plan And Annex K For Yellowstone County.**

Motion by Council Member Mackay to approve Resolution No. R25-19, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R25-20: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Fisher's Technology.**

DRAFT

Council Minutes of March 11, 2025

Motion by Council Member Wheeler to approve Resolution No. R25-20, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

June 13 is the Firefighter Memorial Run. There will also be a street dance and food trucks as part of the event.

March 15 is the Pub and Put. Teams of 4 travel to various businesses to compete in mini-golf tournaments.

The American Legions Bingo fundraiser went well.

COUNCIL DISCUSSION:

The next Public Works Committee meeting is Monday, March 17 at 6:00 p.m. in Council Chambers.

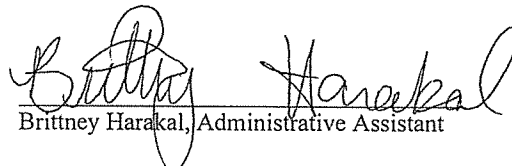
MAYOR UPDATES:

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member Sparks 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 eight council members present voted aye. Motion carried 8-0.

There being no further business to come before the council at this time, the meeting was adjourned at 6:45 p.m.

  
Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 25<sup>th</sup> day of March 2025.

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

Attest:

\_\_\_\_\_  
Kelly Strecker, Clerk/Treasurer

**File Attachments for Item:**

2. Beartooth RC&D March Correspondence

**EMPLOYEE HANDBOOK RECEIPT**  
***BEARTOOTH RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.***

I hereby acknowledge that I have had the opportunity to review the Employee Handbook containing the rules, regulations, and other policies and/or programs of my employment with Beartooth Resource Conservation and Development Area, Inc.

This Employee Handbook supersedes any and all previous documents that may have been presented to me regarding rules and regulations at Beartooth Resource Conservation and Development Area, Inc.

I understand that the statements contained in the Employee Handbook are not intended to be a contract for a specific term of employment. However, as a condition of employment, I understand and agree to conform to and comply with the rules and regulations as amended.

I further understand that this Employee Handbook contains confidential business information and is not to be shared with anyone except employees of Beartooth Resource Conservation and Development Area, Inc.

I also understand that I can report any act of sexual harassment to any company representative without fear of retaliation or job loss.

Date \_\_\_\_\_

Name (print) \_\_\_\_\_

Signature \_\_\_\_\_



**EMPLOYEE HANDBOOK**

**FOR**

**EMPLOYEES**

**OF**

**BEARTOOTH RESOURCE  
CONSERVATION & DEVELOPMENT  
AREA, INC.**



# **INTRODUCTION**

## **WELCOME!**

The purpose of this Employee Handbook is to provide you with a complete summary of the rules, regulations and available benefits pertaining to your work assignments and work activity as an employee of Beartooth Resource Conservation and Development Area, Inc. (hereinafter known as BRCD) Please read the contents carefully. This Employee Handbook supersedes any and all previous documents pertaining to rules and regulations at BRCD. During the course of your employment, you will want to refer back to it when you have a question.

This Employee Handbook is further intended to help you feel comfortable in your job and assist you in finding satisfaction in your job performance. Should you have any problem or concern relating to any action or situation affecting your work assignments or work conditions, please feel free to communicate your concerns. The Problem Resolution Procedure presented in this Employee Handbook is for the express purpose of helping you find a satisfactory resolution to any and all problems.

We hope you find your work satisfying and rewarding. We look forward to a successful business relationship.

## **EMPLOYEE HANDBOOK**

This handbook contains the rules and regulations for your employment relationship with BRCD. It is not intended to be a contract for employment between employee and BRCD.

However, as a condition of employment, each employee agrees to comply with the rules and regulations herein or as may be amended. It is our intention to provide each employee with the proper understanding of his/her job and to help each employee satisfactorily perform in his/her job.

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## **NON-DISCRIMINATION IN EMPLOYMENT**

BRCD complies with federal and state laws regarding non-discrimination in employment. Applicants for employment are considered for employment and employees shall hold their employment without discrimination because of their race, color, religion, national origin, age, sex, disability/handicap, or marital status as required by law, except when reasonable business demands so require and such distinction is required by law. In no event shall the hiring of any employee be considered as creating a contractual agreement or specified time period of employment.

## **PROVISIONAL EMPLOYMENT**

For each new employee and each employee who is promoted and/or moved to a new position, the first ninety- (90) days are a probationary period. This period is established as a time of adjustment for you to learn the job requirements and work rules. During this time you may be terminated with or without cause provided it does not violate Equal Employment Opportunity rules or a protected class. BRCD reserves the right to extend the provisional period up to an additional nine (9) months.

## **PRODUCTIVITY/JOB SECURITY**

Job availability is dependent upon the ability of BRCD to meet the needs of our customers, and upon the continuation of funding sources including sponsoring entities and grant sources. All employees have the responsibility for quality and productivity. As long as business is healthy and the competitive position of BRCD remains strong, job security should be enhanced. People are employed because they have skills that are needed to produce and distribute products and services that our customers demand. Unless these skills are properly used quality, productivity and job security diminish.

## **OUTSIDE EMPLOYMENT**

Due to the nature of the business and the professional liability that may accrue, you must give your primary attention to the work of BRCD. Employees are permitted to work for outside employers or engage in their own commercial endeavors provided that it is disclosed, does not interfere with job performance, is not direct competition or would pose a conflict of interest with BRCD, or would reflect poorly on BRCD.

## **FULL-TIME EMPLOYEE**

A full time employee is one who works an annual average of forty (40) hours per week. A full-time employee is eligible for benefits.

## **PART-TIME EMPLOYEE**

A part-time employee is one who works an annual average of less than forty (40) hours per week. A part-time employee may be eligible for a prorated benefits package provided the carrier has the ability to do so.

## **TEMPORARY EMPLOYEE**

A temporary employee is one who is employed, full-time or part-time, for a specific job assignment with limited duration or during certain periods of time depending upon the demand of work as determined by BRCD. A temporary employee is not eligible for benefits.

### **EXEMPT EMPLOYEE**

An exempt employee is an executive, administrative or professional employee who is exempt from minimum wage or overtime requirements. All other employees are non-exempt.

### **EMPLOYEE WORK RULES**

It is the policy of the BRCD that the following work rules will apply to all employees.

Working hours are agreed to by the Board Chairman and will become part of the employee's file. However, hours and days of work could vary according to the needs of the office. Employees are required to provide advance notice of the need to adjust their work schedule.

The General Manager shall act, on behalf of the Board Chairman, as the employees' immediate supervisor and may exercise authority upon consulting the Board Chair, and effectively recommend hiring, suspension, promotion and raises. The BRCD program Directors will carry out management of their respective programs. The General Manager may seek information or recommendations from the program Directors on staffing decisions.

### **LAYOFF/REDUCTION IN STAFF**

If a reduction in staff becomes necessary, the BRCD Board will give full consideration to skills, aptitudes and past work performance in determining work force adjustments.

### **REHIRE**

Employees who are separated from employment either voluntarily or involuntarily and then rehired within thirty (30) days of the lay-off date and who have previously completed the provisional employment period will be immediately reinstated for allowable benefits and benefit accrual. All other rehired employees will be classified as a new hire.

### **RESIGNATION**

A resignation is the voluntary decision of an employee to terminate his/her employment with BRCD. A notice of resignation two (2) weeks prior to the termination date is requested to be submitted to your supervisor. When resignation occurs, payment of final wages will be made at the time of the next regularly scheduled pay period or within 10 days of the resignation date, whichever is earlier.

Upon resignation, prior to the disbursement of the final paycheck, employees are required to return any BRCD property they may have in their possession including but not limited to; Keys, access codes, hard-copy and digital files, computers, credit cards and any other office/field equipment.

### **SCHEDULE OF WORK**

The normal scheduled work time is from 8:00 a.m. to 5:00 p.m. The workweek is Sunday through Saturday. Work periods may vary from assignment to assignment and may require overtime. Each employee will designate a set workweek upon hire, which will be periodically reviewed and updated. Changes to the established workweek will be made in writing prior to the proposed change as defined in the employee work rules.

Each non-exempt employee is required to know his/her work schedule and be in attendance as assigned. Exempt employees are expected to meet the requirements of their job, which may necessitate varied hours of work.

### **FLEXIBLE HOURS**

The General Manager is authorized to approve requests for ad hoc or temporary alternative work schedules (two weeks or less) to accommodate special circumstances related to business or personal requirements. Employees who need a longer term alternative arrangement of their work schedules and who are eligible by nature of their job may formally request a change in their working hours, days or weeks, which will be submitted to the Board Chairman for review.

### **MEAL PERIODS**

An unpaid meal period is provided for employees who work eight (8) hour periods and will be at or near the middle of the work period. Meal periods must be a minimum thirty (30) minutes in duration. Meal periods which require attention to work assignments will be counted as working time.

### **BREAKS**

Fifteen (15) minute break periods are granted because we believe they result in good employee morale and increased productivity. Break periods are counted as working time. They may be taken once in the morning and once in the afternoon.

### **TARDINESS**

Reporting to work on time is required. "On-time" is defined as being properly dressed and prepared to begin work at the start of the scheduled work period. There will be no compensation for tardiness for non-exempt employees.

### **ATTENDANCE/ABSENTEEISM**

Regular attendance is required. When it is necessary to be absent, you must notify your supervisor as far in advance as possible, prior to a scheduled work period.

Irregular attendance, unexcused absences or unreported absences cause disruption to BRCD and are unacceptable.

An unexcused absence is one in which an employee requests but is not granted time away from his/her assigned work schedule. An unreported absence is one in which an employee does not contact BRCD the day he/she is out. Irregular attendance is defined as unpaid absences but does not include a formal leave of absence.

Two (2) unexcused absences or an unreported absence for a period of two (2) consecutive days may be considered as a voluntary resignation or may be a cause for disciplinary action. Irregular attendance exceeding twelve (12) days in a six- (6) month period is cause for disciplinary action.

### **INFORMATION MEETINGS**

On certain occasions you may be required to attend meetings to receive training or information regarding workplace policies, safety items, product and business information. Your supervisor

will notify you of these scheduled meetings and you may be required, as part of your workday, to attend. You will be compensated at the appropriate rate of pay for any hours spent in these meetings.

### **PERSONAL INFORMATION**

For accurate administration of your wages and benefits, and for compliance with Federal and State regulations, it is necessary that current and accurate personnel records be maintained. This information is also necessary in the event you must be reached for an emergency or available work. If there are changes, or if you are aware of any errors in your personnel records, please notify your supervisor immediately. Falsification of any personnel information is cause for termination. All personal information will be kept in confidence.

### **WAGE AND SALARY**

You will receive a rate of pay commensurate with your job position. Consideration for pay adjustments will be at the sole discretion of the Board. Changes to compensation, including salary increases or bonuses, will be contingent on funding availability and satisfactory employee performance appraisals. At the discretion of BRCD, salary and/or classification surveys may be conducted to evaluate equity in compensation.

### **PAY PERIOD/PAY DAY**

The pay period is monthly, from the 16<sup>th</sup> day of one month to the 15<sup>th</sup> day of the next month. The payday is the *twentieth day of each month*. Payroll advances are not available.

### **TIME REPORTING**

All employees are required to complete daily time cards/sheets, as provided by BRCD. The purpose of the time card/sheet is to keep track of your time for management to compute eligibility and amount of pay and/or evaluation of job specifications and requirements. Actual hours worked must be recorded and cannot be based on estimates. Time cards/sheets must be filled out accurately and completely, signed and turned in for approval. It is your responsibility to have your time cards/sheets turned in to management no later than the *fifteenth day of each month*. Time cards/sheets received after that time may result in your pay being delayed to the next scheduled payday. Filling in another employee's time card/sheet is not permitted and is a cause for termination.

### **OVERTIME**

For purposes of overtime pay, employees are classified as exempt or non-exempt. Exempt employees are not eligible for overtime pay. Non-exempt employees receive overtime pay for all hours worked over forty- (40) hours in a workweek. The overtime rate is one and one-half (1 1/2) times the base rate of pay. **All non-exempt overtime must be approved in advance by management.** Excessive logging of overtime, particularly unapproved overtime, will be cause for disciplinary action or even termination.

### **DEDUCTIONS**

Each paycheck will have certain amounts deducted from the gross pay, which includes the following deductions required by law:

- a. State and Federal Withholding Tax

- b. Social Security Contributions (FICA)
- c. Workers' Compensation Tax (where applicable)
- d. Court Mandated Withholdings

### **PERFORMANCE EVALUATION**

An evaluation of your work performance will be made on an annual basis and is for the express purpose of determining your standard of performance in relation to the job position requirements and work place rules and regulations. Performance evaluations will be a factor in the consideration of compensation.

### **BENEFITS**

Various employee benefits may be available to you such as vacation, holidays, insurance programs, and Retirement Plan. Eligibility is dependent upon length of service, job classification, rate of pay, hours worked and standards set forth by the providers. Eligibility for benefits begins with your first day of employment.

### **EDUCATION**

Each employee is encouraged to continue his/her professional education. Each employee is individually responsible for his/her own occupational qualifications. BRCD will seek opportunities to help the employees by sending them to appropriate training courses or seminars.

### **RETIREMENT PLAN**

BRCD will match an employee's contribution of up to 3% into a 401K plan. This retirement benefit will be maintained for employees that have been hired as permanent employees, both part time and full time

### **INSURANCE**

Unemployment and Workers Compensation Insurance is provided, as required by law, and covers all employees.

### **HOLIDAYS**

Full-time employees will receive the following paid holidays: One-half day before New Year's, New Year's Day, Thanksgiving Day, the day following Thanksgiving Day, one half day on Christmas Eve Day, and Christmas Day and all other recognized state or federal Holidays. Additional paid days off may be granted at the discretion of BRCD. Holiday pay will be provided to all employees on a prorated basis according to the employment status of the individual employee. (ie; a 60% employee would be paid 60% of an 8-hour day or 4.8 hours)

**On any occasion where a paid Holiday falls on Saturday, the holiday leave will be granted for the preceding work day. On any occasion where a paid Holiday falls on Sunday, the holiday leave will be granted for the next work day.**

## **VACATION**

It is the policy of BRCD that each full-time employee shall earn annual vacation credits from the first day of employment. Annual leave cannot be earned while on leave-without-pay status, or on overtime hours.

Vacation leave credits are earned at a monthly rate calculated according to the following schedules applying to the total years of employment with BRCD. For calculating vacation-leave credits for a full time employee, 2080 hours (52 weeks x 40 hours) shall equal one year.

YEARS OF EMPLOYMENT	VACATION DAYS ACCRUED PER YEAR	VACATION DAYS ACCRUED PER MONTH
1 day to 10 years	18	1.50
10 years to 20 years	21	1.75
20 years or more	24	2.00

Permanent part-time employees are entitled to prorated annual vacation benefits. Prorated vacation time will be based on the amount of hours worked.

An employee whose employment is terminated with the BRCD for any reason shall be entitled to cash compensation for unused vacation based on their salary at the time of termination.

Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually. Annual leave time in excess of the maximum is not forfeited if it is taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

The dates when an employee's annual vacation leave can be taken shall be determined by agreement between each employee and their immediate supervisor.

BRCD reserves the right to alter vacation schedules due to BRCD work demands.

## **LEAVES OF ABSENCE**

After completion of one year of employment an unpaid leave of absence, not to exceed ten (10) working days may be granted for reasons of bona fide illness or for other reasons mutually agreed upon with BRCD. Leaves must be requested in writing and shall state the reason for the leave and the dates desired. Benefit contributions and benefit accruals will be suspended during leaves. Upon expiration of the leave, or upon notification to BRCD of your intent to return, you will be returned to the next available job opening in your classification. If you do not report upon the expiration of the leave, or any extension authorized by BRCD, you shall be considered as having voluntarily given your resignation.

- See military/local emergency volunteer leave of absence policy
- State law shall govern a maternity leave of absence
- Family leave is governed by Federal law and may require 30-day advance notice

## **SICK LEAVE**

It is the policy of BRCD that all permanent full-time employees earn sick leave at the rate of one day per calendar month of employment without restrictions to the number of days that may be accumulated. Permanent part-time employees are entitled to prorated accumulation of sick leave.

Sick leave credits are earned from the first day of employment, but employees are not entitled to take paid sick leave until they have been continuously employed for ninety days. Sick leave cannot be earned while on leave-without-pay status.

Employees may take sick leave, aside from personal illness, for the following reasons: the illness of an employee's immediate family member; a death of an employee's immediate family; attendance at a funeral of a fellow employee or a personal friend; and for dentist and doctor appointments.

An employee on sick leave shall inform the Supervisor as soon as is reasonably possible.

Sick leave is a valuable privilege intended to prevent loss of income. If abuse of sick leave is suspected, the supervisor may request a valid doctor's verification of illness or injury.

An employee who has been unable to work due to illness or accident may be required, before being permitted to return to work, to provide medical evidence that he/she is again able to perform all significant duties of the position in a competent manner, without hazard to himself/herself or others.

Sick leave charges and credits shall be charged to the nearest one half hour. Sick leave charges in excess of earned sick leave credit may be charged to earned and available annual leave.

Employees covered by the Worker's Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness as a result of their employment. An employee may elect to use his accrued sick leave credits to supplement his Worker's Compensation payments.

Any holiday which falls during a period that an employee is on sick leave, will not be charged against sick leave credits.

Employees who terminate employment with BRCD for any reason are entitled to a lump sum payment equal to one-fourth of the time attributed to the accumulated sick leave, based on the current salary of the employee at termination.

## **PARENTAL LEAVE**

BRCD is committed to complying with the following in regards to our parental leave policy: Title VII of the 1964 Civil Rights Act as amended by the Pregnancy discrimination Act of 1978; Family and Medical Leave Act; Americans with Disabilities Act; and applicable state and local family leave laws.

Employees are entitled to up to eight weeks of unpaid parental leave. Paid annual and sick leave may be substituted for unpaid parental leave in accordance with other provisions in this manual. This leave may be taken either by the father or mother.

When the employee returns to work, she/he is entitled to return to the same or equivalent job with no loss of service or other rights or privileges. Should the employee not return to work when released by the physician, she/he will be considered to have voluntarily terminated employment with BRCD.

### **MILITARY/LOCAL EMERGENCY VOLUNTEER LEAVE**

It shall be the policy of BRCD that all employees who are members of the Montana National Guard or who are members of the organized or unorganized reserve of the military forces of the United States and who have been employed by BRCD for a period of six months, shall be given leave with pay for a period of time not to exceed fifteen working days in a calendar year for attending regular encampments, training cruises, training programs, active duty. In regards to local emergency organizations, the employee is granted the same leave with pay benefit for reasonable periods of time to serve their community in emergency situations with approval of the executive committee. Such leave will not be charged against vacation or sick leave.

### **JURY DUTY**

Employees are encouraged to accept civic responsibility. A leave of absence will be granted when you are called to jury duty or subpoenaed as a witness. Jury Duty leave applies to full-time and part-time employees. Compensation will be provided by the courts.

### **HOUSEKEEPING**

You are responsible for good housekeeping practices and for keeping your assigned work area clean. Good housekeeping is essential to a safe, clean and pleasant work atmosphere and includes proper disposal of trash or waste materials.

### **FIREARMS**

Possession of firearms, handguns or any related items or materials while performing job duties or while on BRCD premises or vehicles is prohibited. Violation of this policy may lead to suspension or termination.

### **ACCIDENT OR INJURY REPORTING**

If you are injured on the job, or involved in an accident involving BRCD equipment, you must report the accident immediately (on the same work shift).

### **ARRESTS or CITATIONS (REPORTING OF)**

All arrests or summons for legal violations while on BRCD business and/or while operating BRCD equipment must be reported immediately to your supervisor. Failure to report will result in disciplinary action being taken.

### **VISITORS**

Visitation is to take place in the break room, reception area or individual office of person receiving the visitor. Excessive interruptions by visitors are grounds for disciplinary action



including termination. Visitors are not allowed on external job sites due to liability and safety considerations. Employees are asked to consult with the job site supervisor in the event an emergency necessitates a visit.

## **EQUIPMENT**

Capital Equipment as defined by the OMB is “tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.” All capital assets are recorded at historical cost as of the date acquired. The acquisition cost includes installation charges and freight. All costs associated with making the asset serviceable are capitalized. Invoices substantiating the acquisition cost of each unit of property shall be retained for a minimum of three years.

Equipment with an economic useful life of 12 months or less are expensed for financial statement purposes, regardless of the acquisition or production cost. Equipment acquired with external support becomes the property of the organization unless restricted by the funding organization. The organization will obtain prior approval from the awarding agency prior to purchasing capital equipment.

In order to ensure the proper receipt and tracking of equipment, the organization tags all equipment at the time of acquisition and performs a physical inventory of equipment purchased with grant funds at least every two years. The organization verifies the existence and condition of the equipment and the accuracy of records related to equipment. The organization establishes maintenance procedures and records of the operational condition of equipment. The Executive Director is notified of condition, location, loss or damage to equipment who then notifies appropriate Federal agency. Records are submitted to the Executive Director for review and approval.

The organization maintains records tracking equipment including description, serial number, source of funding (including the Federal Award Identification Number, or FAIN), percentage of federal participation in the cost of the equipment, title holder, acquisition date and cost, location, use and condition status, and disposition data. This information is maintained by the Executive Director.

## **EQUIPMENT FAILURE/DAMAGE/DISPOSAL**

Damage or needed repair of BRCD equipment must be reported immediately to the supervisor. Violation of this requirement is cause for disciplinary action.

Request disposition if an item purchased with grant funds is determined to be obsolete, and the item's value exceeds \$5,000. If it meets these criterions, disposition rules are followed. This may include requesting disposition instructions from the awarding agency. Disposition practice requires compensating the federal awarding agency for its proportion of the original cost applied to the fair market value. The Executive Director and Board Chair should be notified prior to the disposal of an asset purchased with federal funds. Supplies less than \$5,000 are retained by grantee.

## **TELEPHONE/EQUIPMENT USAGE**

Telephones and other BRCD equipment are furnished for the operation of the business. Telephone use for personal calls shall be kept to a minimum. No personal long distance calls are to be made and charged to BRCD. No personal use of other BRCD equipment is permitted without prior approval by management.

### **ALCOHOL/DRUGS**

Personal use, sale, purchase, transfer, or possession of alcohol or any illegal drug while performing job duties, while on BRCD grounds or in a BRCD vehicle is prohibited. The presence, in any detectable amount, of alcohol or any illegal drug while performing job duties or while on BRCD premises or in a BRCD vehicle is prohibited. Violation of this regulation is cause for discipline including termination.

### **RELATIVES (EMPLOYMENT OF)**

Relatives of employees will not be employed into or assigned to jobs in which they have a direct or indirect working relationship with each other.

### **COMPUTER, INTERNET, E-MAIL, and SOCIAL MEDIA USAGE**

Computers, computer files, internet access, the E-mail system, BRCD Social Media accounts and software furnished for employee use are the property of BRCD and intended for business use only. Employees are not to use a password, access a file or retrieve any stored communication without approval of the General Manager. To insure compliance with this policy, computer and E-mail usage may be monitored. All emails and communications using BRCD corporate resources are the property of BRCD.

BRCD strives to maintain a workplace free of harassment and therefore prohibits the use of computers and E-mail in ways that are disruptive, offensive to others or harmful to morale. The display or transmission of sexually explicit images, messages and cartoons is not permitted. Other such misuse includes but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or disrespect for others.

BRCD Internet, E-mail and Social Media accounts may not be used for solicitation of commercial ventures, religious or political causes or other non-business matters.

BRCD purchases and licenses the use of various computer software for business purposes and does not own the copyright to the software or its related documentation. Employees may only use the software on approved area networks or on multiple machines according to the license agreement. Illegal duplication of software and related documentation is prohibited. Employees are required to notify their immediate supervisor upon learning of violations of this policy.

## **TRAVEL**

Mileage and meal reimbursement will be made to employees using their own vehicle for business purposes in accordance set forth in the Personnel Policy. These rates will correspond to the allowable rates set by the Federal Government (gsa.gov). See BRCD Travel Policies and Procedures in the BRCD Employee Handbook for more information.

1. At the end of each month, the employee will submit an expense report (Exhibit B) indicating class and expense line item to bill to. The employee must sign the form.
2. Receipts must be attached to the expense report
3. The Financial Officer will verify the expense report and prepare a document for the Executive Director to sign, before travel reimbursements are issued.
4. Improper or incomplete expense reports will be returned to the employee for correction or completion.
5. Payment of the expense report will be in accordance with the procedures in the Cash Disbursements Procedures section of this manual.

It is the policy of BRCD that employees representing BRCD on official business shall receive reimbursement for approved actual travel expenses, meals, mileage and incidental expenses not to exceed current Federal Per Diem reimbursement rates. BRCD corporate credit card may be used for approved expenses as an alternative to reimbursement. All charges must be supported by receipts.

Mileage will be reimbursed based on the current Federal rate.

Purchases of alcohol will not be reimbursed or purchased using the BRCD corporate credit card.

If you are travelling representing BRCD business, BRCD will pay for your meal(s). If you possess a BRCD corporate credit card, you may use it to purchase your meal, or you may use your own funds and request reimbursement during the payroll cycle. Meals purchased for others require approval by the General Manager.

Actual registration fees for approved conferences, workshops, and meetings shall first be approved and then either paid in advance or reimbursed to the person incurring them, provided a claim or reimbursement is supported by a receipt showing payment of the registration fee.

- The Executive Director shall approve all travel expenses.
- The Executive Director and the ExCo must review and approve advances in payment if requested. Expense advances may be approved by BRCD to offset any undue financial hardships on employees traveling on behalf of BRCD.
- The Finance Director reviews all travel claims to ensure that the costs claimed and billed are associated with specific projects and programs.
- Travel expenses are submitted by program directors, then reviewed by (1) Financial Director; (2) Executive Director; and (3) Executive Committee.

The willful misrepresentation or altering of claims is unlawful and grounds for dismissal, and may result in the filing of criminal charges.

## **PURCHASES**

### *To Prompt a Purchase:*

1. When the normal cash disbursement procedure of invoice is not appropriate, a bill pay request is written and forwarded with any invoice or other documentation to the Executive Director for approval or denial.
2. In the absence of backup materials, receipts for the purchase must be provided to the Financial Officer for attachment to the bill pay request within two days from the check date.
3. Purchases with a value of \$5,000 or more will require a minimum of two (2) formal written quotations from vendors. Orders will be placed based on the lowest or most appropriate and acceptable price quotation. Before a purchase is made, the appropriate committee must approve the purchase.

### *Credit Card Purchases:*

Staff members must be authorized by BRCD to carry a BRCD credit card in his or her name. In every case of credit card usage, the individual charging a BRCD account will be held personally responsible if the charge is deemed personal or unauthorized. Each staff member with a BRCD credit card is required to complete a monthly credit expense tracking form (Exhibit C) indicating the class and expenses account for each charge. Receipts for expenditures must be attached to the form and submitted to the Executive Director for review.

Authorized uses of the credit card include:

- Airline tickets (at coach class or lower rates) for properly authorized business trips.
- Lodging charges that do not exceed the authorized reimbursement rate for persons traveling on official BRCD business.
- Car rental charges (for mid-size or smaller vehicles) for properly authorized business trips
- Properly authorized expenditures such as computer software and office supplies.
- Receipts should be compiled and submitted citing the reason for the expense and which BRCD account is to be charged. The Financial Officer will reconcile all credit card charges to the monthly statement.
- Unauthorized use of the company credit card includes:
  - Personal or non-business expenditures of any kind
  - Expenditures which have not been properly authorized
  - Gifts or other expenditures which are prohibited by:
    - BRCD budget and/or policies
    - Federal, state, or local laws or regulations
    - Grant conditions or policies of the entities from which BRCD receives funds

### *Proper Documentation for all Purchases, including BRCD Credit Card Purchases:*

Every instance of credit card or other purchase use must be documented with travel authorizations, receipts, invoices paid for, nature of business, etc. before the expense will be considered authorized and will be approved for reimbursement. See details below.

Lodging - Employees must provide an itemized receipt from the hotel detailing every charge and the name of the person(s) for whom lodging was provided.

Other Expenditures (i.e. supplies fuel, training materials, etc.)- Employees must provide a receipt from the vendor detailing every individual good or service purchased (including class of service for commercial transportation) accompanied by an explanation of the specific business purpose which was furthered by each expenditure.

### *Capital Expenditures:*

For all major expenditures such as computers, furniture, audit services, printing services, etc. the appropriate committee must be notified before a purchasing decision is made if the amount will exceed \$5000. There will be an analysis performed before any purchase/contract is in negotiation and or purchased. This will provide information of the most practical and economical choice.

### *Consultants:*

Contracts with consultants will include rate and schedule of pay, deliverables, time frame, and other information such as a work plan, etc. Justification for payment should be submitted to file. For example, if BRCD hired a writer to create a publication, a copy of the final version should be included in the file.

### *Contracts for Goods and Services:*

Contracts for purchasing products or services, similar to a purchase order, should be created and maintained for the file whenever appropriate. All contracts should be approved by the Executive Board. BRCD follows procurement procedures as specified in 2 CFR 200.317-200.326 Procurement Standards. Before a purchase is made, the staff member must use the purchasing checklist provided for the following: a) Procurements by states; b) General procurement standards; c) Competition; d) Methods of procurement to be followed (Thresholds determined by FAR at 48 CFR part 2, subpart 2.1) ; e) contracting with small and minority business, women's business enterprises, and labor surplus or firms; f) domestic preferences for procurement; g) procurement of recovered materials; h) contract cost and prices; i) Federal awarding agency or pass-through entity review; j) bonding requirements; k) contract provisions. The Financial Officer will check the suspension and debarment list prior to the award of a contract.

## **VEHICLE USE**

You may be required to operate a motor vehicle (either personally owned or BRCD provided) while performing your job duties. Your responsibility will include strict compliance with BRCD policy and all traffic regulations of the city, county and state.

Anyone operating a vehicle on behalf of BRCD must possess a valid operator's license and have proper insurance coverage. Any changes or restrictions regarding your license or insurance must be reported to BRCD. A review of your motor vehicle driving record may be performed annually.

Non-BRCD personnel are to be allowed as passengers in the BRCD corporate vehicle for business purposes only. The vehicle must be driven by a current BRCD staff member.

Accidents and/or traffic violations while on BRCD business must be reported immediately to management. Failure to report accidents and/or traffic violations is cause for disciplinary action and/or termination. Fines and/or penalties resulting from accidents or traffic violations are solely your responsibility and shall not be paid for by BRCD.

Approved use of personal vehicle for official BRCD activity will be reimbursed of a rate not to exceed the current Federal reimbursement rate

### **SOLICITATION**

BRCD prohibits solicitation, gambling, conducting a lottery, distribution, or similar activity on its premises. Employees and non-employees (except representatives of suppliers properly identified for normal business), are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services.

Employees' wishing to conduct fund drives for charitable organizations or employee gifts must request permission from their supervisor.

### **CUSTOMER CONFIDENTIALITY**

You are not to discuss or otherwise divulge any information concerning the business affairs of any customer of BRCD. Any action or expression by an employee considered objectionable by customers, prospective customers or your supervisor may be cause for disciplinary action including termination.

### **CUSTOMER RELATIONS**

To preserve and foster the public's trust and confidence in BRCD, it is imperative that all employees act with complete honesty and fairness. You are expected to be knowledgeable about your job and applicable laws and regulations pertaining to your job. Whenever you have a question relating to applicable laws or regulations, you should seek out appropriate advice before acting.

In dealing with the public, you are expected to exercise good judgment and common sense. Commitments to others should be made only if such commitments can realistically be met. In this regard, the products and services of BRCD should be presented accurately and fairly.

If you should become aware of actual or potential problems in any area of the business of BRCD, you are expected to inform your supervisor immediately. If you are aware of improvements to policies, procedures, products and/or possible business opportunity that will contribute to customer satisfaction and enhance BRCD, you are urged to bring those improvements to the attention of your supervisor.

### **ORGANIZATIONAL CONFIDENTIALITY**

You may have access to records and/or other information about BRCD and/or other workers. This includes proprietary information, operation procedures, trade secrets and intellectual property. You are not to discuss this information with anyone else without proper authority.

Anything BRCD does to design, produce and market their products that competitors cannot or do not do is treated as proprietary information, often called trade secrets. Any information that would damage the business of BRCD if it became public knowledge or was disclosed to a competitor is considered a trade secret. This includes, but is not limited to, information on production, service, sales or financial matters.

You are not to discuss proprietary information with any person from outside BRCD or with other employees in any public place where it is possible to be overheard. Should you leave BRCD for any reason, the obligation not to disclose proprietary information continues.

## **REPRESENTATION OF SERVICES**

Employees will, during their assigned duties, perform services in the name of BRCD. Upon termination of employment (either voluntarily or involuntarily) employee shall not falsely represent said services to a new employer and/or customer. All work/services provided by BRCD is in the name of BRCD. Any individual who seeks personal ownership/authorship in said services will be in violation of BRCD's proprietary information. These violations will be taken seriously.

## **CONFLICT OF INTEREST**

The Board of Directors has adopted a conflict of interest policy, which is periodically reviewed and updated. Annually, each BRCD Board member and officer will certify they have received and understand the policy. BRCD Staff will also be provided with the policy upon their hiring and periodically thereafter.

## **CODE OF CONDUCT**

You should always be mindful of the position of BRCD in the community. Good reputation and success requires continuing adherence to high standards.

**LANGUAGE** All employees are required to refrain from using slang, profanity, and/or offensive remarks concerning any Federal and/or State protected class (i.e. age, sex, race, religion, marital status, disability and national origin.)

**ATTIRE** Each employee reflects the image of BRCD and is required to wear suitable professional attire. See management for details.

**HYGIENE** All employees must maintain personal grooming habits that reflect a presentable image for yourself, and BRCD.

**BEHAVIOR** All employees are required to refrain from fighting or physical assault (whether serious or playful) on or with a customer or co-worker.

### **TOBACCO**

**PRODUCTS** Use of tobacco products on BRCD premises or while in contact with customers (including e-cigarettes or 'vaping') is not permitted.

**INSUBORDINATION** Refusal to follow directions of the supervisor, assaulting a supervisor, or using profane language to a supervisor is prohibited. Questioning, criticizing or denouncing management and its methods of operation publicly or to anyone other than the department head, supervisor or administrative personnel is considered detrimental to operations and the ability of management to carry out its responsibilities. Such behavior on

### **DISCIPLINE/TERMINATION**

BRCD believes you should be given the opportunity to satisfactorily perform in your job. In the event of failure to perform you may be disciplined and/or terminated. When termination/separation occurs, payment of final wages will be made at the time of the next regularly scheduled pay period or within 10 days of the resignation date, whichever is earlier.

After you have completed the provisional employment period you may be disciplined and/or terminated for job-related reasons including a failure to satisfactorily perform job duties, disruption of business operations, failure to comply with employment rules and regulations, conflicts of interest, or other actions deemed serious and/or other legitimate business reasons, including business changes in the operation of BRCD. When termination occurs, payment of final wages will be made at the time of the next regularly scheduled pay period or within 10 days of the resignation date, whichever is earlier.

### **HARASSMENT/SEXUAL HARASSMENT**

All forms of harassment including any degrading work assignment(s), word(s) or action(s) toward an individual or any Federal and/or State protected class (i.e. age, sex, race, religion, marital status, disability and national origin) are prohibited.

It is specifically emphasized that sexual harassment in any form is expressly prohibited. Conduct of any kind that is perceived to be sexual harassment by a supervisor or employee will not be tolerated. Sexual harassment conduct includes but is not limited to: explicitly or implicitly subjecting an employee to sexual advances as a condition of the employee's employment, evaluation, salary, advancement, assigned duties, shifts or any other condition of employment; sexual flirtations, touching, advances or proposition; the development of a perceived flirtatious personal relationship between two employees where one employee is in a position to assign or review the work of the other; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body; sexually degrading words to describe an individual; the display in the work place of sexually suggestive objects or pictures, including nude photographs; and/or any unwelcome conduct which unreasonably interferes with the employees job performance or creates a hostile or offensive work environment.

Any employee who engages in conduct of harassment will be subject to discipline and/or termination.

### **HARASSMENT HOTLINE**

Beartooth and BRCD have a zero tolerance policy regarding any discriminatory, harassing or retaliatory conduct in the workplace. Pursuant to that policy, we have subscribed to a telephone reporting/complaint service called the Harassment Hotline so that our employees can readily report such acts, including theft and safety matters without fear of retaliation, job loss or embarrassment.

The Hotline is an unbiased, third party reporting system and satisfies the United States Supreme



Court's position that companies must "...clearly show they provide a simple complaint process that is calculated to encourage victims of harassment to come forward."

We do not anticipate that our employees will need to use the Harassment Hotline, as we expect and assume that all of our employees will conduct themselves free of harassment. Still, if it is needed, the service is available and allows ANY employee to report any allegation of sexual harassment, discrimination, retaliation, theft, or any safety concern that occurs in the workplace, or any harassment by a third party.

Sexual harassment, discrimination, retaliation and other dysfunctional behavior cannot and will not be tolerated under any circumstances. The only way we can stop such behavior in the workplace is bring it out in the open by communication and total employee/employer commitment.

**Reporting and Act of Harassment:** You are requested and strongly urged to report immediately to your supervisor any act of harassment. All complaints of harassment will be treated seriously and employee confidentiality will be respected.

For the convenience of our employees, the Hotline can be accessed 24-hours per day, 7-days per week. The toll free number is **1-800 -97-STOP IT** which is **1-800-977-8674**. Our company has a unique identification number, which is **990039**. Remember that any employee may call the toll-free telephone number at any time and report harassment, discrimination, retaliation, theft or any safety concern without fear of retaliation.

Remember that the company management cannot correct any situation that is of concern to you unless it knows about it. In this regard, your cooperation is needed and appreciated.

**Problem Resolution:** It is the intent of BRCD and BRCD to assure you that it is interested in your ideas, suggestions as well as your questions, concerns, problems or grievances. You should feel free to communicate your ideas, suggestions, concerns, problems or grievances to management.

An appropriate problem or grievance is defined as "An employee's expressed feeling of dissatisfaction concerning an application or interpretation of work related matters". If you have a grievance, you must follow the procedure contained in this Employee handbook. This procedure is your exclusive remedy for any dispute resolution. You will not be penalized for proper use of the procedure. However, it is not proper to use the procedure by presenting a grievance in bad faith or for the purpose of delay or harassment, or by presenting a problem or grievance that a reasonable person would judge to have no merit.

**Problem Resolution Procedure:** If you feel you have a problem or appropriate grievance, you must proceed as follows:

**STEP ONE:** Immediately bring the problem or grievance to the attention of the BRCD General Manager, and attempt to resolve it *informally*.

- STEP TWO:** If you are unable to resolve your problem or grievance informally, present it in writing to the Executive Committee of the Board of Directors within ten (10) days of the occurrence of the matter. The Executive Committee will have ten (10) days in which to respond to you in writing. (If you are not able to communicate to the Chairman, you may present your problem or grievance in writing to another Executive Committee member).
- STEP THREE:** If your problem or grievance is not resolved to your satisfaction, present it in writing to the Board of Directors within ten (10) days of the Executive Committee written response. Your grievance will be reviewed and a final decision will be made within ten (10) days.

### **WHISTLEBLOWER POLICY**

The Beartooth RC&D requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Beartooth RC&D, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

**Reporting Responsibility:** It is the responsibility of all directors, officers and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

**No Retaliation:** No director, officer or employee who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns with the Beartooth RC&D prior to seeking resolution outside the Beartooth RC&D.

**Reporting Violations:** Beartooth RC&D has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Beartooth RC&D Board Chairman or a member of the Executive Committee whom you are comfortable in approaching. Supervisors and managers are required to report suspected ethics violations to the Beartooth RC&D's Board Chairman, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the Beartooth RC&D's open door policy, individuals should contact the Beartooth RC&D's Board Chairman directly.

**Compliance Officer:** The Beartooth RC&D's Compliance Officer is the Board Chairman and is responsible for investigating and resolving all reported complaints and allegations concerning violations and, at his/her discretion, shall advise the Executive Committee. The Board Chairman

has direct access to the Executive Committee of the Board of Directors and is required to report to the Executive Committee at least annually on compliance activity. The Beartooth RC&D's Board Chairman is the chair of the Executive Committee.

**Accounting and Auditing Matters:** The Executive Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Beartooth RC&D Board Chairman shall immediately notify the Executive Committee of any such complaint and work with the committee until the matter is resolved.

**Acting in Good Faith:** Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

**Confidentiality:** Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

**Handling of Reported Violations:** The Beartooth RC&D Board Chairman will notify the sender and acknowledge receipt of the reported violation or suspected violations within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

## **Beartooth RC&D Area, Inc.**

### **Board of Directors Meeting Agenda**

**Meeting 1 P.M. Thursday, March 20, 2025**

**Big Horn County Courthouse Conference Room**

**121 West 3<sup>rd</sup> Street- first floor, Hardin, MT**



1:00 pm	<b><u>Meeting Called to Order</u></b>		
	<b>Pledge of Allegiance, Introduction of Members and Guests</b>	Chair, All	Information
	<b>Review Board Minutes</b>	Chair, All	Action
	<b><u>Congressional Updates</u></b> Tory Kolkhorst (Sen. Daines) Zoey Stroop (Congressman Downing) Wesley DeGiulio (Sen. Sheehy)		Information
	<b><u>Treasurer/Financial Reports</u></b> 1. Treasurer Update 2. RC&D Financials 3. RLF Financials	Hauge/Knight	Action
	<b>Personnel Handbook Review</b>	Bertolino	Information
	<b><u>Staff Reports – Program/Project updates</u></b>  1. Food/Ag Program – Joel Bertolino 2. Revolving Loan Fund – Nan Knight 3. Economic Development/ CRDC – Gaurav Thakur 4. Operations Support- Myrna Lastusky	Bertolino Knight Thakur Lastusky	Information Information Information Information
2:30 PM	<b><u>Regional Roundup</u></b> – <i>News and updates from regional members on projects and activities in key CEDS categories.... (see topics on next page)</i>	Roe et al	Information
	<b><u>Next Beartooth RC&amp;D Area, Inc. Board of Directors Meeting</u></b>  <b>May 15, 2025- Sweet Grass County Big Timber, MT</b>		Information
	<b>Adjourn</b>		

## **Regional Roundup**

### **CEDS SWOT**

Our goals for the Roundup are to find out what's happening in the area, keep the conversations focused, inform the others attending the meeting, and to tie it all back to and reinforce the importance of the CEDS. Please help us identify the projects in their area that fit into our CEDS categories:

**Be thinking about strengths and weaknesses of your community or our region. Thank you!**

- Infrastructure
  - Housing
  - Transportation
  - Broadband
- Economy
  - Upturns or downturns in industry sectors
  - New business openings (or closures)
- Communication
  - Marketing and outreach
- Services
  - Health care
- Natural Resources
  - Agriculture
  - Energy
- Human Capital
  - Workforce
  - Education

### **NOTES:**

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1:00 pm	<b><u>Meeting Called to Order</u></b> <b>Pledge of Allegiance, Introduction of Members and Guests</b>	Chair, All	Information
	<b>Review Board Minutes</b>	Chair, All	Action
	<b><u>Congressional Updates</u></b> Tory Kolkhorst (Sen. Daines) Zoey Stroop (Congressman Downing) Wesley DeGiulio (Sen. Sheehy)		Information
	<b><u>Treasurer/Financial Reports</u></b> 4. Treasurer Update 5. RC&D Financials 6. RLF Financials  Constitution Bylaws Nominations for Exec Committee	Hauge/Knight	Action
	<b><u>Staff Reports – Program/Project updates</u></b>  5. Food/Ag Program – Joel Bertolino 6. Revolving Loan Fund – Nan Knight 7. Economic Development/ CRDC – Gaurav Thakur 8. Operations Support- Myrna Lastusky	Bertolino Knight Thakur Lastusky	Information Information Information Information
	<b><u>Regional Roundup</u></b> – <i>News and updates from regional members on projects and activities in key CEDS categories.... (see topics on next page)</i>	Roe et al	Information
2:30 PM	<b><u>Next Beartooth RC&amp;D Area, Inc. Board of Directors Meeting</u></b>  <b><i>March 20, 2025- Big Horn County Building Hardin, MT</i></b>		Information
	<b>Adjourn</b>		

**Beartooth RC&D  
Board Meeting Minutes  
January 16, 2025**

**Members Present:**

Joel Bertolino, BRCD  
Gaurav Thakur, BRCD  
Nan Knight, BRCD  
Myrna Lastusky, BRCD  
Tina Toyne, City of Hardin Economic Development Director  
Wes DeGuilio, Constituent Liaison & Veterans' Representative, Sen. Sheehy's Office  
Jeremy Dewell, Military Liaison, Senator Daines' Office  
Will Boone, District Director for Congressman Troy Downing  
Tory Kolkhorst, Senator Daines' Office  
Zoey Stroop, Congressman Troy Downing's Office  
Commissioner John Ostlund, Yellowstone County  
Commissioner Mike Waters, Yellowstone County  
Kevin Mitchem, Sibanye-Stillwater Mine  
Lorene Hintz, SBDC  
Kayla Vokral, SBDC  
J.B. Farley, AgriOrganics  
Jeremy Dewell, Military Liaison, Senator Daines' Office (in for Tory Kolkhorst)  
Danny Choriki, Ubet Post  
Bob VanOosten, Stillwater Conservation District  
Commissioner Steve Riveland, Stillwater County  
Commissioner Scott Miller, Carbon County  
Dan Lowe, Big Horn County Conservation District

**Members on Zoom/Phone:**

Ryan VanBallegooyen  
Holly Higgins, First Interstate Bank of Hardin  
Kurt Markegard, City of Laurel

**Meeting Called to Order:** Ryan Van Ballegooyen called the meeting to order.

**Pledge of Allegiance, Introduction of Members and Guests**

**Review November Board Minutes (Action):** Danny motioned to approve. Kayla seconded. Motion carried.

**Congressional Updates:**

**Tory Kolkhorst, Sen. Daines' Office:**

- 119th Congress under way
- Sen. Serving on Senate Committees for Foreign Relations, Finance, Indian Affairs, and Energy & Natural Resources

**Zoey Stroop, Congressman Downing's Office:**

- Serving on Small Business and Financial Services committees
- Yesterday he was appointed to Digital Assets, Financial Technology, and AI subcommittee, US Capital Markets, and Housing and Insurance Subcommittees
- Co-sponsored several bills already

**Wes DeGiulio, Sen. Sheehy's Office:**

- Very optimistic for the future, potential to get a lot done
- Sen. Sheehy is working on a lot of wildland fire legislation. He has a lot of experience in this area, of course.

**Treasurer/Financial reports: Nan Knight**

- P. 12 shows where the books are sitting.
- We currently have 20 loans of \$1.7 million. Sweet Grass had one paid off in November and consolidated 2 loans into one in Stillwater.
- Page 13 has comparison of 2022-2025 budgets and explained a few of the columns.
- In October Beartooth received \$500K from State in grant money to loan out, and then we matched it in an application for \$750K IRP loan funds. We have \$1.25 million available for lending.
- Oldest loan in Carbon County just paid off; been with us since 2005.
- **Tina motioned to approve; Lorene seconded. Motion carried.**

**Constitutional By-laws (Joel)**

- Joel passed around some copies; no changes since November meeting when they were presented. No one contacted him with suggestions. Only real change is to eliminate the term limits.
- **Kayla motioned to accept the Constitutional By-laws as presented; Danny seconded. Motion carried.**

**Nominations for Executive Committee:**

- No nominations were submitted or received prior to the meeting. All Executive Committee members are willing to stay for another year.
- **John Ostlund moved to keep the Executive Committee as is; Tina seconded. Motion carried.**

**Staff Reports – Program/Project Updates****Joel – Food and Ag**

- **5 GTA** are working on second-round applications
  - Derek Eaton – CutCraft – uses AI technology to arrange for animals to go to a processing plant, cut, wrapped to each customer's specifications
  - Samurai Sue's – Red Lodge. Uses local flour, grains, etc. for her business and is hoping to expand her processing capabilities.
  - Greycliff Mill – want to develop small smoking and meat processing system; applying for equipment needed. We wrote a Business Enterprise Grant that gives them funding to work with MSU Food Lab on recipes for snack sticks, jerky, etc.



- Farm Box – Joliet; Justin Dye is a one-man farmers market; he markets local producers' food around the region and also on Facebook. Looking to increase his ability to do this.
- Marble Table – assisting SBDC on that one
- Rodi Farm – Laurel; might be assisting on reapplying for a VAPG app
- Montana Outlaw BBQ (Ty Hamilton) – took a tour of his business and hoping to do a GTA app with him next year as well as a possible loan through Beartooth. Lots of great seasonings and sauces.
  - He's also offering cooking classes and sells locally raised meats like Blue Creek Marbled Meat.

#### **Nan – Brownfields Program**

- Completed a Phase II on the old Red Lodge Memorial Hospital
- Jan. 23<sup>rd</sup> will be a housing community outreach meeting and will also update what is happening with Brownfields.
- Completed Phase I on Roberts site for affordable housing
- Will be doing a Phase II with ABCA for Pryor High School
- Hope to do a tank pull in Garryowen at old gas station
- If there are other potential contaminated properties, let us know. Cannot help in City of Billings since BSED has their own Brownfields Program. But we can conduct assessments outside of the city limits.
- Awaiting word on the Brownfields RLF application we submitted in November.

#### **Gaurav – Economic Development**

- Big Horn County – Housing Needs Assessment Study (support of Tina/County)
  - New EDD at BHC has helped to boost the numbers of surveys up to 400
  - Gaurav and Tina attended Christmas Bazaar at Crow Agency for outreach. They were able to speak with many tribal members to better understand their housing needs.
- City of Hardin – Economic Development Strategy
  - Partnered with Tina Toyne & Ayres on in-depth interview with downtown businesses and stakeholders.
- City of Big Timber – MAP EJ Grant application
  - Submitted MAP EJ application on behalf of the City of Big Timber
  - Grant would be for construction of an ADA-compliant bathroom and commercial kitchen for their existing civic center/emergency shelter
- City of Laurel
  - Invited by Laurel Small Business Alliance to present to the Small Business Community about Beartooth RC&D's service offerings.
  - We would be happy to present to other groups in communities around our region.
  - Gaurav will represent Beartooth & actively participate in the LURA (Laurel Urban Renewal Agency) monthly meetings.
- RBDG grant application to create a regional online business directory and resource library
  - Gaurav is applying to USDA's RBDG program due Feb. 28<sup>th</sup> in hopes of increasing business visibility, continuous engagement and communication and resource accessibility.
  - Want to restructure our website too and create a two-way communication engagement with our small businesses.

### **Myrna – Project Manager/Operations Support**

- Rural Community Development Initiative (RCDI) with City of Hardin: We have loved working with Tina, & she is doing so much great work in Hardin. Gaurav has been a big help in assisting on a couple of her projects over there.
- RCDI with Red Lodge Area Community Foundation (RLACF/Angela Getchell, Workforce Housing Manager) – so many great things happening in Carbon County with housing.
  - We presented at a Roberts School Board meeting last night (and have been in talks with Bridger and Red Lodge Schools, also) regarding a model for teacher housing where the school pays a small monthly amount to maintain “first right of refusal” on one or more units. Units will remain affordable through partnership with Trust Montana & rents will fall under HUD guidelines.
- RCAC (Rural Community Assistance Corporation) Grant in Columbus
  - December: Small group (Value Chain) meetings to discuss plans for each group (Infrastructure, Housing, Youth, Downtown Beautification, and Tourism & Recreation).
  - 4<sup>th</sup> ROCE (Recharge Our Community’s Economy) Workshop was on Mon, Jan. 13<sup>th</sup>.
  - Monthly small group meetings will continue as we work to make goals a reality for 2+ years.
- Commissioner Miller asked about the Teacher Housing model and who will own it because the County doesn’t want the government to own houses; they want commerce/the country to work it out.
  - Trust Montana will own and control the property – they are responsible for the rentals, repairs, etc.
- Danny Choriki asked if the school is basically in the middle between Trust Montana and the local real estate market?
  - Not exactly. For example, HUD sets the income limits and eligibility, which most teachers in Carbon County meet. So if the rent is set at \$1293/month, the school would pay \$300/month for that first right of refusal. That brings the cost for a teacher who lives there to \$993/month. The school continues to pay the \$300 to maintain control. If there isn’t a teacher who wants to live in it, it would be more of an open market rental with a 6-month contract, so the school can get back in down the road.
  - Brad Caton, RLACF Program Director, came up with this unique model out of the Bridger Housing Study. Bridger residents were clear that they don’t want high-density housing, but they needed housing for teachers and workforce in their town, and they want control over who lives in these homes. Brad took their feedback and developed this model. We’ll see how it all turns out.

### **Regional Roundup**

#### **Commissioner Scott Miller, Carbon County**

- Housing – working with RLACF to support the whole county with housing, and they are
- Cedarwood Villa will be torn down in phases for a new County government offices – sheriff’s dept, possibly a small detention center, offices for treasurer, clerk and recorder, commissioners.

**Commissioner Steve Riveland, Stillwater County**

- Law and Justice Center is on hold
- Just completed \$4.2 million elevator in courthouse to be ADA-compliant

**Kayla Vokral, SBDC**

- A LOT of new businesses getting started and very busy lately. Lots of cool new ventures will hopefully be coming to Yellowstone County.
- Partnering with Joel on several projects and Nan on some funding projects.
- 2025 Training Calendar is up on the website. QuickBooks trainings will be presented in multiple counties.
- Profit Mastery, Marketing workshops will also be offered around the region.
- Working on quarterly meetings with different industries to connect different businesses to have conversations with each other.
- Kayla passed around copies of the Economic Pulse publication.
- Lorene celebrated 20 years with SBDC and spent 2 different days celebrating her accomplishments.
  - She has helped businesses receive over \$71 million in funding!
  - 10,000 clients served!!
  - Her job creation was also outstanding.
- Steve Arveschoug is retiring in April and are in middle of Executive Director search. Hope to bring 2-3 candidates into the Billings area the first week of February.

**Lorene Hintz, SBDC**

- Kayla is in the *Yellowstone Valley Woman Magazine* January edition for her work on *The Vault* podcast! The podcast is marketing the entire community, not just BSED.
- Equitable Lending Leaders cohort – people doing a study to see how to make funding better for the Native community.
- Had some workshops in Columbus and Laurel that were very well attended. Many of their workshop attendees have been affected by mine layoffs.
- Space2Place grant is open here in Yellowstone County.

**Dan Lowe, Big Horn County Conservation District**

- Dan told one of his great stories with a lesson to it.
- Hardin airport had a couple of hangars they didn't know what to do with, and the Big Horn Conservation District said they would be able to use them.
- On Conservation District board, weed district board, city planning board, Beartooth board . . . very important to help get our message out through communication from our board members and the community.
- Contracts for 2 check stations – did 90,000 boat checks last year between them.
- Thank you for letting me part of this board!

**Tina Toyne, City of Hardin Economic Development Director**

- County Housing Needs Assessment will wrap up in early March

- Put out RFP for Infill and Redevelopment last fall and didn't get any proposals, but we have a few coming in by the end of this month.
- Mary Slattery of Becker Hotel agreed to do a PAR of her hotel, so working on that RFQ process and will be selecting a firm shortly.
- Completed Pilot Tourism Grant application again on Dec. 31<sup>st</sup>. Should hear back in early March. No matter what, we will work on growing our Tourism sector.

#### **Danny Choriki, Ubet Post**

- Tip Your Hat Tuesdays – friendlier community
- Jan. 30<sup>th</sup> is standard day for all municipalities to count the number of homeless
- 2<sup>nd</sup> time in the last 3 years the City asked a professional police and fire department management consultant company to come in. This is a follow-up to a report done a couple years ago.
  - Crime is coming down a bit, but still above national and state average.
  - One of biggest wins is Community Service Officer – someone who does lower level tasks that doesn't require a sworn officer to do. This has helped greatly to take load off officers.
  - Budget process – right now it goes through 4 levels of approval. So they moved budget authority down to save some paperwork and time.
  - Huge need for better data systems – will likely be a serious Council discussion on this soon.

#### **Bob Van Oosten, Stillwater Conservation District**

- Received money from federal government at NRCS (EWP – Emergency Watershed Protection) to help Stillwater and Carbon Counties with effects of 2022 Flood.
  - Stillwater is done and signed off on.
  - Carbon is done, but Fromberg's paperwork is not completed (waiting on info from engineers).
    - Scott Miller said the Fromberg Mayor just resigned. Terry Feller is the new mayor – good guy who has lived there a long time. New clerk, also.
  - There is money available for people in Ag for irrigation headgates, etc.
- Sponsoring a Forest Service grant for East Rosebud area that was flooded so badly. In final stages of releasing the proposals to the public for bids. \$5 million grant.
- Danny asked about a Watershed Organization – Bob said it is helpful in obtaining grants. Stillwater has a Watershed organization. Mike Penfold is looking into it in Yellowstone.

#### **Commissioner John Ostlund, Yellowstone County**

- Jail addition started as \$6 million project and will end up at \$8 million or more. But it is going well.
- Moving out of Stillwater Building into Miller Building that will be the new County Administration building.
- Building an outdoor arena at the Metra.
- Finishing up Jail Study in the next month.

#### **Kevin Mitchem, Sibanye-Stillwater Mine**

- Last few months have been very challenging.
- Metal prices have stabilized but are still low.

- Mining is a family business, and the people we work with are our family. Tough to watch 650 family members be let go. Has an impact on the entire team.
  - West side of Stillwater Mine has been put on care and maintenance; mining the east side.
  - East Boulder was hit but not as much
- Reset of the operation – need to get facilities profitable again. Meeting with employees and telling them the direction we are going with the hope of getting back to full operation as soon as possible.
- Many people are doing different duties, but thankful to have a job.
- Tory asked about laid off employees getting jobs back at some point.
  - Have an hourly side (union) and salary side (non-union). If jobs come back, those will go to individuals within the union. Not much hiring is happening right now. Just working to stabilize the company.
  - Focused on our own employees vs. contracted employees.
  - People are retaining vehicles longer than they used to (most palladium is used in catalytic converters). COVID had an impact. Russia providing a lot of the supply right now.

#### **Kurt Markegard, City of Laurel**

- Planning for Love's Truck Stop west of Laurel – will be hiring 50-60 employees for that (24-7 hours, 365 days).
- Fiberglass Structures is closing up shop (under different name now) and moving back to Texas. Big loss for the community. Just in solid waste fees will lose \$10-15,000 per year. 20-40 employees.
  - Ryan V. will be in touch to talk with Kurt about assisting.

#### **Holly Higgins, First Interstate Bank**

- Not much new has happened – Dollar General just opened
- Hardin Primary Schools – getting books out to K-3 students

Next meeting is in Hardin on March 20, 2025 in the Big Horn County building.

Meeting adjourned at 2:28 pm.

## Revolving Loan Fund Books- December 2024

### Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loan Balances</u>
Big Horn	2	\$ 190,596.65
Stillwater	1	\$ 287,000.00
Yellowstone	13	\$ 916,597.67
Carbon	3	\$ 333,986.17
<u>Sweet Grass</u>	<u>1</u>	<u>\$ 60,785.70</u>
Total:	20	\$ 1,788,966.19

- One loan paid off in Sweetgrass.
- One consolidation loan in Stillwater.

### Bank Balances as of December 31, 2024

### Total available for lending

Bank of Joliet- RMAP \$ 155,171.60	\$ 155,171.60	
\$250,000 (still waiting to be drawn down)		
Bank of Joliet – RMAP LOAN LOSS	\$ 8,015.08	\$ 0.00
Bank of Joliet EDA	\$ 20,861.78	\$ 20,861.78
Bank of Joliet-CDBG	\$ 169,959.64	\$ 169,959.64
Bank of Joliet- IRP	\$ 724,943.52	\$ 724,943.52
Bank of Joliet-Fromberg	\$ 31,619.76	\$ 31,619.76
	Available:	<b><u>\$ 1,102,556.33</u></b>
	(RMAP waiting to be drawn down)	\$ 250,000.00
	(IRP and BSED waiting to be drawn down)	<u>\$ 1,035,000.00</u>
		<b><u>\$ 2,387,556.33</u></b>

Restricted Accounts	Principal amounts paid back
FIB – SSBCI 2.0 \$ 148,621.00	\$ 6,416.44
BOJ- SSBCI 2.0 \$ 79,651.50	\$ 10,579.89

New funded = \$1.25 million (\$750K New IRP + \$500K BSED Grant)

Loan amount:

\$750,000 New IRP

\$215,000 Drawn down

Grant amount:

\$500,000 BSED

\$ 71,500.00 Drawn down

INCOME	2022		2023 Income	2023		2024 Income	2024		2025 Income	2025	
	Budget	Actual		Budget	Actual		Budget	Actual		Budget	Actual
AG-FOOD AND AG CENTER	45,000	70,057	AG-FOOD AND AG CE	45,000	48,706	AG-FOOD AND AG CENTER	60,000	61,636	AG-FOOD AND AG CENTER	60,000	
AG-MCDC	500	0	Specialty Crop Block	35,000	31,286	Specialty Crop Block	58,166	56,006	Specialty Crop Block	58,166	
BOARD - EDA SPONSOR DUES	56,979	56,844	BOARD - EDA SPONSOR	56,979	55,711	FARM TO SCHOOL	1,200	3,750	FARM TO SCHOOL	1,200	
BOARD-INTEREST INCOME	400	845	BOARD-INTEREST INC	400	736	REAP	5,000	25,180	REAP	5,000	
BOARD-FOUNDATION MONEY	3,300	3,830	BOARD-FOUNDATION	3,300	3,641	BOARD - EDA SPONSOR DUE	56,979	56,023	BOARD - EDA SPONSOR DUES	56,979	
RLF-STAFF REIMBURSE	18,000	0	RLF-STAFF REIMBURS	15,000	5,066	BOARD-INTEREST INCOME	750	450	BOARD-INTEREST INCOME	450	
RLF-ORIG FEES	7,500	6,152	RLF-ORIG FEES	5,000	2,764	BOARD-FOUNDATION MONEY	3,300	3,676	BOARD-FOUNDATION MONEY	3,300	
CRDC	71,000	71,844	CRDC	71,000	71,844	RLF-STAFF REIMBURSE	15,000		DEQ-EJ	36,500	
CGWG/ fuels			EDA - GRANT	70,000	70,000	RLF-ORIG FEES	5,000	5,787	RLF-ORIG FEES	5,000	
MISC GRANT ADMIN \$	12,750		BSTF ADMIN \$	4,000		RLF- RMAP	12,500	15,572	RLF- RMAP	12,500	
EDA - GRANT	70,000	70,000	RCDI ( Big Horn)	2,500	2,444	BROWNFIELD	19,250	11,932	BROWNFIELD	19,250	
SW-GRANT			RCDI (Red Lodge)	4,000	1,592	CRDC	50,000	79,663	CRDC	82,269	
BSTF			Pass- Through		115,634	EDA - GRANT	70,000	70,000	EDA - GRANT	70,000	
EDA-CARES ACT		100,000	other Admin		2,500	BSTF ADMIN \$	1,950	1,950	RCAC	25,000	
Pass- Through		73,102				RCAC	25,000	7,465	RCDI( Big Horn)	2,800	
Total Income	285,429	452,674		312,179	411,921	RCDI ( Big Horn)	2,800	2,483	RCDI ( Red Lodge)	2,800	
						RCDI (Red Lodge)	2,800	1,749			
						Pass- Through		86,881	Pass- Through		
						Restricted SSBCI & Loan Interest		60,420	Restricted SSBCI & Loan Interest		
							389,695	550,623		441,214	0
EXPENSES			Expenses for 2023			Expenses for 2024			Expenses for 2025		
TOTAL STAFF EXPENSE	231,429	233,496	TOTAL STAFF EXPEN	244,441	241,301	TOTAL STAFF EXPENSE	245,441	263,548	TOTAL STAFF EXPENSE	275,000	
COMMUNICATIONS	4,500	7,167	COMMUNICATIONS	7,000	7,300	COMMUNICATIONS	9,000	12,228	COMMUNICATIONS	12,000	
EQUIPMENT & VEHICLE	4,500	9,581	EQUIPMENT & VEICL	6,000	5,370	EQUIPMENT & VEHICLE	7,000	7,403	EQUIPMENT & VEHICLE	9,000	
CONTRACTUAL	21,100	195,509	CONTRACTUAL	25,000	126,784	CONTRACTUAL	30,000	118,057	CONTRACTUAL	15,000	
SUPPLIES	5,000	10,559	SUPPLIES	7,000	14,853	SUPPLIES	8,000	19,484	SUPPLIES	10,000	
TRAVEL	7,800	3,756	TRAVEL	5,500	9,838	TRAVEL	15,500	7,512	TRAVEL	20,000	
OTHER	10,000	12,515	OTHER	11,500	9,265	OTHER	13,500	12,207	INSURANCES	8,000	
									RENT/UTILITIES	12,500	
						Restricted SSBCI & Loan Interest		60,420	FY 24 Audit	28,000	
Total Expense for the year									Restricted SSBCI & Loan Interest		
	284,329	472,583	EXPENSE TOTAL	306,441	414,711	EXPENSE TOTAL	328,441	500,859	EXPENSE TOTAL	389,500	0
Net Income	1,100	-19,910		5,738	-2,789		61,254	49,764		51,714	0

## Revolving Loan Fund Books ending - February 28, 2025

### Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loan Balances</u>	
Big Horn	2	\$ 189,199.70	
Stillwater	1	\$ 287,000.00	
Yellowstone	13	\$ 905,503.13	
Carbon	3	\$ 332,090.10	
<u>Sweet Grass</u>	<u>1</u>	<u>\$ 60,046.19</u>	Total:
20		\$ 1,773,839.12	

- Closed one new loan in March.
- Interest in RLF has been strong, with noticeable activity among Small Business and startups.

### Bank Balances as of February 28,2025 Total available for lending

Bank of Joliet- RMAP waiting to be drawn down)	\$ 158,598.87	\$ 158,598.87	\$250,000 (still
Bank of Joliet – RMAP LOAN LOSS	\$ 8,015.08	\$ 0.00	
Bank of Joliet EDA	\$ 21,343.64	\$ 21,343.64	
Bank of Joliet-CDBG	\$ 186,924.59	\$ 186,924.59	
Bank of Joliet- IRP	\$ 730,976.78	\$ 324,976.78	

Bank of Joliet-Fromberg	\$ 52,639.45	\$ 52,639.45	
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	Available:	<u>\$ 744,483.33</u>	
(RMAP waiting to be drawn down)	\$	250,000.00	
(IRP and BSED waiting to be drawn down)	\$	873,500.00	
	\$	<u>1,867,983.33</u>	

Restricted Accounts		Principal amounts paid back	
FIB – SSBCI 2.0	\$ 148,621.00	\$ 13,686.97	BOJ- SSBCI 2.0
\$ 79,651.50	\$ 11,981.21		

#### Drawn down New funded:

Loans amount: \$750,000	Grant amount: \$500,000
New IRP- \$215,000.00	BSED- \$ 71,500.00
New IRP- \$ 67,500.00	BSED- \$ 22,500.00



March 2025 Beartooth Books		
2025 Income	2025	
	Budget	Actual
AG-FOOD AND AG CENTER	60,000	
Specialty Crop Block	58,166	
FARM TO SCHOOL	1,200	
REAP	5,000	
BOARD - EDA SPONSOR DUES	56,979	43,136
BOARD-INTEREST INCOME	450	
BOARD-FOUNDATION MONEY	3,300	
DEQ-EJ	36,500	
RLF-ORIG FEES	5,000	
RLF- RMAP	12,500	
BROWNFIELD	19,250	5,258
CRDC	82,269	20,567
EDA - GRANT	70,000	17,500
RCAC	25,000	5,115
RCDI( Big Horn)	2,800	3,002
RCDI ( Red Lodge)	2,800	1,475
Pass- Through		41,577
Restricted SSBCI & Loan Interest		22,443
	441,214	160,073
Expenses for 2025		
TOTAL STAFF EXPENSE	275,000	48,243
COMMUNICATIONS	12,000	849
EQUIPMENT & VEHICLE	9,000	1,540
CONTRACTUAL	15,000	15,061
SUPPLIES	10,000	3,058
TRAVEL	20,000	862
INSURANCES	8,000	649
RENT/UTILITIES	12,500	500
FY 24 Audit	28,000	
Restricted SSBCI & Loan Interest		
EXPENSE TOTAL	389,500	70,761
	51,714	89,312
Statement Ending: 02/28/2025		
Checking Account:	\$164,176.89	unrestricted cash
Restricted cash in checking for CGWG & JOJ	\$12,065.65	\$152,111.24
Savings Account:	\$65,812.19	
Building Account:	\$4,488.53	

Beartooth RC&D Staff Project Update  
*March 2025*  
**FOOD AND AG DEVELOPMENT CENTER PROJECTS**

**Beartooth FADC**

Beartooth FADC assisted some new clients and attended legislative updates and the GTA grant reviews. Beartooth FADC has continued to work with partners to do outreach to businesses in our region. Beartooth FADC has assisted 5 applicants with Growth Through Ag Grants and one VAPG grant.

**Growth Through Ag Projects and USDA Projects**

**Derek Eaton**

Location- Billings, MT

Contact- Derek Eaton

Derek was raised on a family cattle ranch and has been working on utilizing AI technology to allow those interested in purchasing livestock from producers to be processed an app for smart phones that would allow producers to list livestock for sale live and allow the customer to choose a transportation option to a local processor and have the finished product shipped to them. Beartooth FADC assisted Derek in developing a GTA application for the development of this opportunity. Beartooth FADC also assisted Cut Craft with developing a Biz Builder application for training and funds through a new grant opportunity from the Department of Ag unfortunately their application was not chosen.

**Rodi Farms**

Location- Laurel, MT

Contact-Carah Ronan

Beartooth has also assisted the business with a GTA application for a delivery vehicle and cooler for their new processing and aggregation location and assisted in re applying for the USDA Value Added Producer Grant.

**Smurai Sue's**

Location- Red Lodge, MT

Contact-Asano Otsu

Asano started her small bakery and ready-to-eat meals in 2018 initially selling them in the Moon Lake Market attached to her processing location. The business now markets her bread and pizza crusts as well as ready to eat pizzas at the local grocery store and online orders. She and her husband are now building a larger new location to expand her business and Beartooth FADC has worked with her to develop a GTA Business and Marketing Grant and an RFSI grant for expanding her online presence and sales and purchasing equipment. She received \$8,000 in Business and Marketing Grant funds from the Department of Agriculture; she is now has received the full GTA grant request for equipment to finish her new processing location.

**Greycliff Mill**

Location- Big Timber, MT

Contact- Micah Bowden

The Greycliff Mill near Greycliff, MT is developing their own meat processing location for their Cattle and Buffalo on their small ag operation. Beartooth FADC assisted Micah Bowden in developing a GTA application for a smoker to be used in their small processing operation, Beartooth is now assisting them with a full GTA application.

**Farm Box**

Location- Joliet, MT

Contact- Justin Dye

Farm Box markets local foods with a list of locations they set up and sell directly to consumers and they market local foods through their active Facebook Page. Beartooth FADC has assisted them in developing a GTA application for funding to expand their business promoting local foods, they are now completing the full GTA application.

**Yellowstone Valley Farm**

Contact-Reuben Stahl

Location-Laurel

Reuben Stahl has a family greenhouse business growing basil and selling to FSA and Sysco, he would like to add another greenhouse to keep up with increased demand this last year. Beartooth RC&D assisted Reuben with developing a video of his business for marketing and researching potential funding opportunities for his greenhouse expansion, the department of Agriculture will be releasing his video on their Facebook page in April.

**Becky's Berries**

Location- Absarokee, MT

Contact- Becky Stahl

Beartooth FADC has been assisting Becky Stahl with her new line of mustards, she has developed a new label and is now marketing them. Working with MMEC we have helped Becky take a tour of Kings Cupboard in Red Lodge to see his equipment, some of which she may be investing in at some point in the future. She and her son-in-law Shane worked with Beartooth FADC on developing a GTA grant. They are still deciding on whether they will be looking at building a new location.

### **S Ranch Meats**

Location- Custer, MT

Contact- Hannah Knutson

S ranch meats is a family owned and operated beef business. The ranch operates a 6000 head ranch and developed a USDA meat processing plant in Hardin, MT. They have developed their own line of packaged meats sold at local restaurants and through Facebook and word of mouth marketing. Beartooth FADC has been working with USDA VAPG specialists to assist the business in applying for \$250,000.00 in operating funds to expand their direct-to-consumer branded beef business. They have received the VAPG funding for the 2024 year. Beartooth FADC staff with MMEC representatives visited their facility in September and discussed other potential funding opportunities.

### **Rebel Head Kombucha**

Location-Billings, MT

Contact- Cassandra Harr

Cassandra has been making small batches of Kombucha in her location in Billings, MT but has needed certified alcohol testing from a qualified lab, she now has that to complete the necessary state licensing then she will begin growing her business, Beartooth FADC has discussed funding opportunities for her business including GTA that she may take advantage of in the future, MMEC toured the facility and Beartooth FADC will continue to work with the business.

### **On Going Projects**

#### **Mountain View Hutterite Colony**

Location- Acton, MT

Contact- Ike Kleinsasser

The mountain view colony has one of the largest egg production operations in the state they supply eggs to the Billings area Walmart's, Albertsons and other retail stores. Beartooth FADC assisted them ten years ago with a Growth Through Ag Grant for a delivery truck and now they are needing a new egg processing and packaging equipment that would allow them to expand their output by more than double. They were looking at a GTA and are working with MMEC on a low interest automation loan but are now looking for lower cost improvements we will continue to visit to see if they will be purchasing an egg processing system

#### **Stovall Ranch and Yellowstone Feeders**

Location- Yellowstone County

Contact- Turk Stovall

The Stovall family are generational beef producers in Yellowstone County they have grown their operation to include two sizeable Feedlots and sell Certified Angus Beef as well as having their own branded beef products sold direct to consumer. Beartooth FADC talked with the business about the potential use of the REAP program for their expansion plans as well as USDA VAPG for their direct beef sales business. They are also looking at the USDA Supply Chain Guaranteed Loans. Beartooth assisted this business with an ARPA Ag

Infrastructure grant and are now working with them on a REAP application for solar panels and an anaerobic digester on a new feedlot expansion.

### **Speedy and Flo's Sweet Corn**

Location- Hardin, MT

Contact-Flo Ramirez

Beartooth FADC worked with Flo Ramirez and his wife; they started growing fresh produce and sweet corn for local sales over ten years ago on a one-and-a-half-acre garden plot. Their business has grown, and they now raise 25 acres of sweet corn and have a 4-acre garden, they sell all their fresh produce at locations in Hardin, several in Billings, Joliet, Miles City and Absarokee, Miles City as well as in northern Wyoming. Beartooth FADC assisted Flo in developing his application for the Business and Marketing Grant for new bags for the corn that have their logo and Facebook information on them. After purchasing the new bags Beartooth FADC assisted Flo in applying for a GTA program for the development of their greenhouse and retail location, they were successful and will receive \$50,000.00 for this project. The new greenhouse is completed and will be utilized next year to grow more produce and increase the profitability of their family business, building a great business in Hardin, MT. Beartooth FADC continues to stay in contact with Flo to discuss new potential opportunities for the business and assists them with their reporting.

### **MT Outlaw Bar B Que**

Location- Billings, MT

Contact- Ty Hamilton

Ty Hamilton and his dad have started a Bar B Que catering and retail business that sells everything bar b que in Billings and needed funding to complete their kitchen allowing them to sell more take out bar b que at the location as well as another commercial smoker. Beartooth staff worked with them on an RLF loan and will work with them on a potential Growth Through AG grant as they use local Beef for their catering and take out.

### **Metrapark**

Location- Billings, MT

Contact- Tim Goodrich

Beartooth FADC are working with Tim Goodrich of Metrapark in Billings on developing an area that will feature Montana crops for education and visitors to learn more about Montana commodities. Beartooth also is assisting Tim in developing a relationship with Montana Department of Ag Staff that is coordinating the food and ag show hoping to have it scheduled at the Metra in the future.

### **Top Notch Meats**

Location- Billings, MT

Contact Kyler Thompson

Kyler Thompson purchased what used to be Schaeffer meats in Billings two years ago and has refurbished some parts of the business and developed a strong customer base. They are now looking for a new location and may be interested in grants and loans for equipment.

### **Yellowstone Food Hub**

Location- Billings, MT

Contact- Carrie Stokes Holst

Yellowstone Valley Food Hub Received funding from the Rural Food Systems Grant through the Montana Department of Agriculture, and Beartooth FADC has been working with MMEC to assist them with transforming their space into an area that can accommodate the new coolers freezers and food processing equipment. Beartooth FADC has written a Business Enhancement Grant to pay for more MMEC time to design an efficient layout for the food processing part of their location.

### **Carmel Cookie Waffle**

Location- Billings, MT

Contact-Katie Edwards

Carmel Cookie Waffle is a small business in Billings that utilizes some local ingredients and is in need of assistance with food safety training which we were able to utilize the BEP grant to pay MMEC staff Claude Smith to do a two day HACCP training for the owners and the staff in February.

### **Grindy's Cheese Balls**

Location- Billings, MT

Contact- Cindy Jacobs

Beartooth has assisted Greg and Cindy for a couple of years now first with financing through our RLF and recently MMEC wanted some funding to assist them in analyzing their process to determine areas that could be automated, allowing the business to continue to grow their processing and sales. Beartooth FADC developed a BEP application that was approved, and the funding will be used to pay MMEC to work with Grindy's to determine what pieces of equipment could be utilized to increase their productivity.

### **Beartooth Initial Contact/ Outreach**

**Top Notch Meats- Billings**

**Carmel Cookie Waffle- Billings**

## **Beartooth Economic Development Director Report**

### Big Horn County – Housing Needs Assessment Study

- Final Report presented to the County Commissioners on March 6<sup>th</sup>

### City of Hardin – Economic Development Strategy

- Partnered with Tina Toyne and Consultant (Ayres Associates) on the In-Depth Interviews with Community Members and Business owners for stakeholder meeting sessions.

### City of Big Timber - MAP EJ Grants

- Thriving Communities Grantmaking – Big Timber Civic Centre Upgrades - Declined

### City of Laurel

- Officially appointed to Laurel Urban Renewal Agency (LURA) Board in Advisory capacity

### Reporting (State and Federal)

- EDA - Partnership Planning Program FY2025 Funding Application
- CRDC - 2025 Annual Work Plan

### Coal Board Application

- Lodge Grass – Backhoe and Excavator
  - Application returned due to missing signature
  - Staff Comments - According to State Accounting, funding the City of Hardin to then give funds to Lodge Grass would be a violation of the no-pay order.
  - The application will be presented to the Coal Board for the upcoming draw

### Montana – ORE – Opportunities in Rural Economies Loan Program

- One Health - New Office Space

### Proposal for Creating a Regional Online Business Directory and Resource Library

- Application to USDA's RBDG Program to be submitted in the next draw
- Goals: Increase Business Visibility, Continuous Engagement and Communication and Resource Accessibility

## **Project Manager/Executive Assistant Report – March 20, 2025**

USDA Rural Community Development Initiative (RCDI) with Red Lodge Area Community Foundation (RLACF/Angela Getchell, Workforce Housing Manager)

- Coordinating a Visioning Activity with the Red Lodge Urban Renewal Agency and Kansas State University-Technical Assistance Brownfields team.
- Beartooth, Angela, & developer Tom Fischer met with community leaders to discuss possibilities for the old hospital. The visioning activity will also move this forward.
- Continue to work with several Carbon schools on a “First Right of Refusal” teacher housing model. Units will remain affordable through a partnership with Trust Montana.
  - Bridger School District is interested in putting a couple homes on a school lot.
  - Roberts School Board approved moving forward on a contract; Roberts Community Foundation has pledged their support to pay the monthly fee.
  - Plan to speak with Fromberg next – thanks to Commissioner Miller for his support and connecting us to Fromberg leadership!

USDA RCDI (Rural Community Development Initiative) with City of Hardin (Tina Toyne, EDD)

- Tina has taken advantage of several training opportunities this quarter, including a few courses with IEDC (International Economic Development Council).
- Tina & the City are working on multiple grant projects (housing study, infill & redevelopment, Hotel Becker, EcDev Strategy, etc). Tina can give you the latest exciting news.
- This grant will wrap up on March 31<sup>st</sup>, but work will continue with the great partnerships we have formed in Hardin and Big Horn County. This has been a positive 3-year effort for Hardin and Big Horn County (resulting in not one but TWO excellent EcDev Directors in Tina Toyne and Lawrence Killsback), but it has also been a blessing for Beartooth in our work in Big Horn. Additionally, all the other State and Federal agencies are more tuned in to the needs and possibilities throughout the County.

RCAC (Rural Community Assistance Corporation) Grant in Columbus

- Monthly small group meetings will continue as we work to make goals a reality for 2+ years. A few projects in the early planning stages include a couple of murals, an interactive map for County tourism, possible rec center, housing efforts, and forming a Downtown Business Association. We are also providing support and TA to the Stillwater County Chamber as they are navigating recent budget cuts.
- Attending Governor’s Conference on Tourism April 27-29 as part of this grant.

Miscellaneous

- Beartooth is also assisting Carbon County & Belfry Senior Center to find/build/renovate/fund a new Center.
- Appreciation to our awesome staff for their extra efforts while I have been in AZ. Returning to the beautiful Big Sky on April 4<sup>th</sup>!



## **Frequently Used Acronyms**

BIA – Bureau of Indian Affairs  
BLM – Bureau of Land Management  
BRCD – Beartooth RC&D  
BSEDA – Big Sky Economic Development Association  
BSTF – Big Sky Trust Fund  
CDBG – Community Development Block Grant  
CRDC – Certified Regional Development Corporation  
CEDS – Comprehensive Economic Development Strategy  
CTEP – Community Transportation Endowment Program  
EDA – Economic Development Administration  
EDD – Economic Development District  
FADC- Food and Ag Development Center  
GIS – Geographic Information Systems  
GPS – Global Positioning System  
GTA- Growth Through Ag Grant and Loan  
HOME – Montana Home Investment Partnerships Program  
HUD – US Department of Housing and Urban Development  
IRP – Intermediary Relending Program  
LESA – Land Evaluation Site Assessment  
MBOI – Montana Board of Investments  
MDOA- Montana Department of Agriculture  
MDOC – Montana Department of Commerce  
MDOL – Montana Dept. of Labor  
MDOT – Montana Dept. of Transportation  
MDFWP – Montana Dept. of Fish, Wildlife and Parks  
MEDA – Montana Economic Developers Association  
MMEC- Montana Manufacturing Extension Center  
NADO – National Association of Development Organizations  
NHS – Neighborhood Housing Services  
NRCS – Natural Resource Conservation Service  
RBDG – Rural Business Development Grant  
RC&D – Resource Conservation & Development  
RCDI – Rural Community Development Initiative  
RD – Rural Development (a division of USDA)  
RCPP- Regional Conservation Partnership Program  
REAP- Rural Energy for America Program  
RLF – Revolving Loan Fund  
RMAP- Rural Micro entrepreneur Assistance Program  
SBA – Small Business Administration  
SBDC – Small business Development Center  
SSBCI- State Small Business Credit Initiative  
TIFD – Tax Increment Finance District  
TSEP - Treasure State Endowment Program  
USDA – United States Department of Agriculture  
USFS – United States Forest Service  
LSL- Lead Service Lines

**File Attachments for Item:**

3. Fire Department Monthly Report - February 2025.



# Laurel Fire Department

For the Month of:

February

Call Type
Structure Fire/Car Fire
Wildland Fire
Extrication
Other Rescue
Alarm
Public Assist
Medical Assist.
PD Assist.
Severity Staffing

Number of Calls
5
0
29
0
3
5
25
22
0

Number of Hours

<b>Total</b>
--------------

<b>89</b>
-----------

<b>795</b>
------------

<b>Other Activities</b>
-------------------------

Training

742

<b>Total Hours for the Month</b>
----------------------------------

<b>1537</b>
-------------

**Announcements: Increase of calls do to the cold weather and snow.**

## DEFINITIONS

### Structure Firefighting

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings. We carry out all levels of Structure Firefighting, including entry and attack, ventilation, salvage, overhaul, and investigations.

### Wildland Firefighting

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

### Extrications

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

### Other Rescues

Rope Rescue, Water Rescue, Ice Rescue.

### Alarms

Respond to any false alarms or malfunctions.

### Other Calls

EMS assist, industrial or aircraft firefighting, vehicle fires, hazmat, spills, public safety, investigations, gas leaks, carbon monoxide problems, etc..

**Severity Staffing-** Montana DNRC pays up to 8 firefighters to staff the station each day and respond as a Task Force to wildland fires within Yellowstone, Stillwater and Carbon Counties, as and when needed. They can also be called up to respond to fires anywhere in the Southern Zone areas. The 2 State-owned type 5 wildland engines assigned to Laurel are the ones primarily used for these calls. This has proven to be beneficial to Laurel as a means for a quick response to all incidents.

**File Attachments for Item:**

7. Budget/Finance Committee Minutes of March 11, 2025.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, March 11, 2025**

**Members' Present:** Richard Klose, Heidi Sparks, Michelle Mize, Casey Wheeler

**Others Present:** Mayor Dave Waggoner, Kelly Gauslow

The meeting was called to order by the Committee Chair at 5:30 pm.

**Public Input:** There was no public comment.

**General Items –**

1. Review and approve February 25, 2025, Budget and Finance Committee meeting minutes. Casey Wheeler moved to approve the minutes of February 25, 2025. Michelle Mize seconded the motion. With no objection, the minutes of February 25, 2025, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. There were none.
3. Review and recommend approval to Council; claims entered through March 7, 2025. Richard Klose moved to approve the claims and check the register for claims entered through March 7, 2025. Casey Wheeler seconded the motion. With no objection, the claims and check register of March 7, 2025, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending March 2, 2025, totaling \$275,277.40. Michelle Mize motioned to approve the payroll register for the pay period ending March 2, 2025, totaling \$275,277.40. Casey Wheeler seconded the motion. With no objection, the payroll register for March 2, 2025, was approved. There was no public comment.
5. Review and approve the 2025 February Utility Billing Adjustments, Casey Wheeler moved to approve the 2025 February Utility Billing Adjustments. Heidi Sparks seconded the motion. With no objection, the 2025 February Utility Billing Adjustments were approved. There was no public comment. Michelle Mize asked if we have had any complaints regarding the new water rates. Kelly stated that there have been a few calls from elderly residents as they are on a fixed income. Michelle also asked if the city has budget billing. Kelly stated that the city does not have budget billing.

**New Business –None**

**Old Business –** Michelle Mize asked how the switch over of utilities was going with the Lion's Club at the Jaycee Hall. Kelly stated that she sent a invoice to the Lions Club for the utilities for the last year and they have paid the invoice.

**Other Items –**

1. Review Comp/OT reports for the pay period ending March 2, 2025.
2. Mayor Update – The mayor stated that he has met with Matt, and they are working on getting a pothole repair report and the Street Sweeper maintenance completed. Once that is completed, they will begin cleaning up the streets from the winter time sanding.
3. Clerk/Treasurer Financial Update-Kelly stated that three of the four HB 355 grants have been completed, and the city has been reimbursed. Those grants are the sewer project, the council chambers air conditioning project, and the West 12<sup>th</sup> Street overlay. The soffit and fascia project at the library is completed and the city is waiting for the invoice to complete that grant as well.

**Announcements –**

1. The next Budget and Finance Committee meeting will be held on March 25, 2025, at 5:30 pm.
2. Heidi Sparks is scheduled to review the claims for the next meeting.

Meeting Adjourned at 5:43 p.m.

Respectfully submitted,

A handwritten signature in cursive script, reading "Kelly Gauslow", followed by a horizontal line.

Kelly Gauslow

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

**File Attachments for Item:**

8. Laurel Urban Renewal Agency Minutes of February 24, 2025.



MINUTES  
CITY OF LAUREL  
LAUREL RENEWAL AGENCY  
MONDAY FEBURARY 24, 2025  
11:00 AM  
CITY BOARDROOM

A LAUREL RENEWAL AGENCY meeting was held in City Boardroom and called to order by Cami Story  
at 11:00 p.m. on February 24, 2025

**COMMITTEE MEMBERS PRESENT:**

x	Judy Goldsby	Mardie Spalinger
x	Cami Story	Daniel Klein
x	Cheryl Hill	Kurt Markegard

**OTHERS PRESENT:**

x	Forrest Sanderson
x	Dean R.
x	Steve Solberg
	Gaurav Thakur
x	Doug Whitney

**General Items:**

Roll Call

Approval of Minutes – Judy made a motion to approve minutes: Cami 2<sup>nd</sup>, all in favor

**New Business:**

**Project Update:** Triple Tree will be presenting at the next March 10<sup>th</sup> Meeting

**Old Business:**

**Meeting Schedule** - Moving Meeting to the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of the Month starting in March (March 10<sup>th</sup> & 24<sup>th</sup>)

Advisory Positions – Dean R. gave interest into becoming a board member.

**Announcements:**

**Update from Big Sky EDA –**

**Update from Beartooth RCND- Non**

**Next Meeting** – March 10th, 2025

**Adjourn Meeting:** Judy made a motion to adjourn the meeting Cheryl 2<sup>nd</sup> at 1:10

Respectfully submitted,

Cheryl Hill

Cheryl Hill

LURA Secretary

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



**File Attachments for Item:**

9. Laurel Urban Renewal Agency Minutes of March 10, 2025.



**MINUTES  
CITY OF LAUREL  
LAUREL RENEWAL AGENCY  
MONDAY, MARCH 10TH, 2025  
11:00 AM  
CITY BOARDROOM**

A LAUREL RENEWAL AGENCY meeting was held in City Boardroom and called to order by Cami Story  
at 11:00 p.m. on March 10th, 2025

**COMMITTEE MEMBERS PRESENT:**

x	Judy Goldsby	x	Dean Rankin
x	Cami Nelson		Daniel Klein
x	Cheryl Hill	x	Kurt Markegard
	Janice Lehman		

**OTHERS PRESENT:**

x	Gaurav Thakur
x	Forrest Sanderson
x	Doug Whitney
x	Dianne Lehm

**General Items:**

Roll Call

Approval of Minutes – Judy made a motion to approve to approve the minuets, Cami 2nd

**New Business:**

**Project Discussion** – we are still on board with moving forward with the project for lights, trees and then concrete.

- Triple Tree gave a presentation and update on the project making sure everyone was on board with the same concepts and project details.
- Forrest will go to City Council on the 18<sup>th</sup> to give them an update on the progress

**Old Business:**

Beartooth RC&D – Gaurav gave us information about Mt Main Street Program and we will have a representative come to the May 12<sup>th</sup> meeting to give us more details about this program and grants that might be available.

Big Sky EDA – no updates

**Announcements:**

Next meeting will be March 24<sup>th</sup>

There will be a special meeting April 7<sup>th</sup> 10am for project updates

**Adjourn Meeting:** Cheryl made a motion to adjourn the meeting Judy 2<sup>nd</sup> at 12:30

Respectfully submitted,

Cheryl Hill

Cheryl Hill

LURA Secretary

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

**File Attachments for Item:**

10. Emergency Services Committee Minutes of February 24, 2025.



MINUTES  
CITY OF LAUREL  
EMERGENCY SERVICES COMMITTEE  
MONDAY, FEBRUARY 24, 2025

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, February 24, 2025 by Chair- Heidi Sparks

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

**Others Present:** Police Chief Stan Langve, Ambulance Chief Lyndy Gurchiek, Fire Chief JW Hopper

**Public Input:**

**General Items:**

1. Approval of Emergency Services Committee minutes of January 27, 2025. Irv moved to approve the minutes; Jodi seconded- Motion carried 6-0.
2. Update from Emergency Departments
  - a. Fire Chief Hopper- Report attached
    - i. Training taking place with Police Department and EMS
    - ii. County-Wide Protection Plan taking place this week
      1. This is being put on by Billings, Laurel and Lockwood
      2. This is allowing the department to move to Fuel Mitigation crews
    - iii. Shepherd participated in the Cold Water Rescue at South Pond
      1. Shepherd is having a pond built that is bigger than Lake Elmo and they do not have experience with water rescue
    - iv. Montana State Firefighters Memorial Meeting
      1. Memorial is in June
      2. There are 3 or 4 firefighters being added to the memorial and 2 are local
      3. Expect there will be a large turnout and will ask for volunteers to serve lunch
  - b. Police Chief Langve- Report attached
    - i. Typo on the beginning of the report on increase
    - ii. All 15 positions filled
    - iii. Bruce McGee has retired for the reserves after 15 years of service
    - iv. Fundraiser to purchase uparmor vests has started through Shield616
  - c. Ambulance Chief Gurchiek- Report attached
    - i. Only 1 call missed in January
    - ii. Significant issues with Care 1 and 2, which are the oldest ambulances
      1. Care 3 is the main ambulance and is almost 10 years old and is at 180,000 miles



**New Business:**

**Old Business:**

**Other Items:**

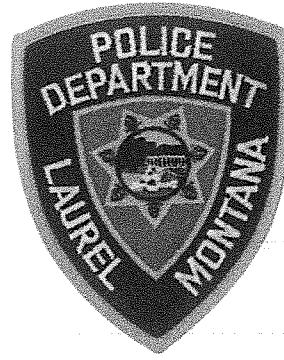
3. Richard thanked Bruce for his service on the Police Reserves

**Announcements:**

4. Next Meeting will be Monday, March 24, 2025, at 6:00pm in Council Chambers

Meeting adjourned at 6:16pm





## **WE NEED YOUR HELP!**

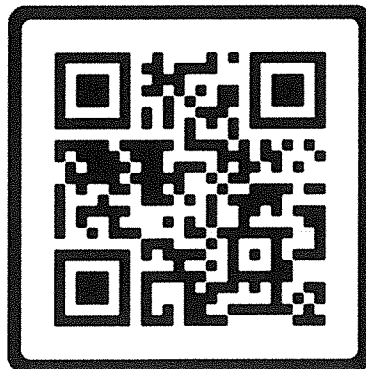
### **LAUREL POLICE DEPARTMENT**



You can be part of the solution to take care of your local Laurel Police Officers in need by making a donation to SHIELD616. SHIELD616 provides the all-day rifle armor we need AND helps build positive community relationships. To learn more and help out, go to [shield616.org](http://shield616.org) or scan below. Donations can also be dropped off at Laurel Police Department, 215 W. 1st Street. Please make checks payable to SHIELD616.



**All-day rifle rated  
Angel Armor**



**TO PROTECT 15  
OFFICERS**

**Scan QR Code then choose Laurel PD in the drop-down menu**

SHIELD616, 13395 Voyager Parkway Suite 130 #516, Co Springs, CO 80921  
[www.shield616.org](http://www.shield616.org) 719-345-2442





# Laurel Emergency Services Report created 1/17/25:

2021	2022	2023	2024
1228 requests for service	1238 requests for service	1300 requests for service	1363 requests for service
135 times LEMS was unavailable	177 times LEMS was unavailable	171 times LEMS was unavailable	73 times LEMS was unavailable
34 times AMR was unavailable	48 times AMR was unavailable	23 times AMR was unavailable	14 times AMR was unavailable
318 responses in Ward 5=26% of calls outside of the city of Laurel	351 responses in Ward 5=29% of calls outside of the city of Laurel	351 responses in Ward 5=27% of calls outside of the city of Laurel	373 responses in Ward 5=27% of calls outside of the city of Laurel

## Recent Month Summary:

### January 2025:

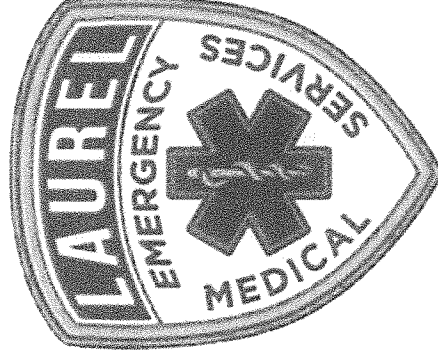
Requests	124
Missed Calls	1 = 1%
Shortest Delay	38 minutes
Longest Delay	38 minutes
Average Delay	38 minutes
Fire Driver Available	2 times
City Driver Available	1 times
QRU Response With 1 Provider	2 times **
On A Previous Call	1 time
2 Units On A Call	8 times
No Crew / Provider Available	0 time
AMR Transported or Responded	0 times*
Red Lodge Transported	0 times
HELP Flight Transported	0 times
HELP Amb Transported or Responded	0 time
Columbus Transported or Responded	0 times
Joliet Transported	1 time
Park City Transported	0 times
PD Assisted Pt or Transported	0 time
FD Assisted Pt no transport	0 times
POV Transport	0 times
Refusal or no transport	0 time
YCSO Transported	0 times
MHP Transported	0 times

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

\*0 times AMR responded ant the patient refused – they were cancelled enroute

28 responses in Ward 5 = 23% of calls outside of the city of Laurel

1 LEMS response for mutual aid. None of these responses resulted in LEMS not being available for another call.



## 2025 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2024
Requests	124												124
Missed Calls	1												1
Shortest Delay (minutes)	38												38
Longest Delay (minutes)	38												38
Average Delay (minutes)	38												38
Fire Driver Available	2												2
City Driver Available	1												1
QRU Response w 1 Provider	2												2
On A Previous Call	1												1
2 Units On A Call	8												8
No Crew / Provider Available	0												0
AMR Transported or Responded	0												0
Columbus Transported or Responded	0												0
Joliet Transported	1												1
Park City Transported	0												0
Red Lodge Transported	0												0
HELP Flight Transported	0												0
HELP Amb Transported or Responded	0												0
POV Transport	0												0
PD Assisted Pt or transported	0												0
FD Assisted Pt no transport	0												0
YCSO Transported	0												0
MHP Transported	0												0
QRU/AMR, Refusal or No Patient	0												0
Responses in Ward 5	28												28
LEMS response for mutual aid	1												1

**Other Reporting Information** \*correction made after report given

- staffing – 1 FT employee back from light duty. 2 FT staff still in the training process for the patient care side. 1 seasonal employee still training on the driving side. Once they are all done we will re evaluate where we are sitting for volunteer numbers.
- Been very busy with recertification for licensure is March 31<sup>st</sup>. Recertification class in February several attended and making sure everyone has hours that they need.
- Interdepartmental training schedule for February 26<sup>th</sup>.
- Vehicle issues, our 2 older rigs have had a lot of mechanical issues. Maintenance since 2023 for Care 1 has been \$8000.00 and for Care 3 has been \$4,400.00 with \$2,500.00 being in the last 2 months. Care 3 does need to go out of service to have the rear differential worked on. We are making sure the other 2 are in working order and the streets to clear before we send it away. Care 3 is a 2017 ambulance with 180,000 miles on it. We really need to start working on a new ambulance for safety and reliability before Care 3 hits 10 years and 200,000 miles.
- We presented our to 3 needs to the Laurel Small Business Alliance on the 21<sup>st</sup>. Our list included the need for a new ambulance, a new station and discussion of equipment that we will need to look at replacement plans likely in the next 3-5 years. We really appreciate the opportunity that this group has given us and their willingness to help us educate the public and hopefully find alternative ways to fund some of the things we really need!



# LAUREL FIRE DEPARTMENT

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

## *Emergency Services Meeting 1/27/2025 – 2/24/2025*

### Calls-

- Responded to 53 **Total** Calls for 1/27/2025 – 2/24/2025.
- Ambulance driver calls- 4
- Total Hours on Calls-
  - Firefighters – 497
  - Officers – 292
  - Combined Hours – 789
  - Training Hours - 675 HRS YTD

### Training-

- Joint Training with PD/EMS/Fire
  - Vehicle and Apparatus Training.
  - Getting Police Officers out vests and Firefighters out of air packs and bunker gear.
  - K9 training.
  - Stop the bleed.
- County Wide Protection Plan (Billings, Lockwood and Laurel)
  - Open to the public.
  - Dispatchers will be attending.
- Cold Water Rescue
  - Joint Training with Shepherd Fire.
- Structure Fire
- Firefighters attending Industrial Fire Training with CHS.
- DNRC Training will continue over the next three months.
  - Started registering for staffed stations.
  - Completing Chiefs Certifications.

### Rookie School Training-

- Vehicle Extrication
  - Hands on and Practical
- Structure Fires
  - Hands on and Practical

### Department News-

- Current Numbers
  - 35 Members
    - 8 firefighters currently in various stages of rookie school.
      - One rookie resigned for personal reasons related to work schedule.
- Yellowstone County Fire Chiefs Meeting (2/25/2025 in Huntley)
- Montana State Firefighters Memorial Meeting (2/25/2025 @ 1730 Laurel Fire Training Room)

- Appointments
  - Assistant Chief – Travis Nagel
  - Battalion Chief – Corey McIlvain and Shane Willis
  - Fire Marshal – Ryan Robertus
    - In March we will appoint the following.
      - Captains
      - Lieutenants
      - Assistant Fire Marshal
      - Deputy Fire Marshals
      - Training Officer
      - Maintenance Officer
- Misc.-
  - Winter Safety
  - Leaking roof
  - Maintenance on Trucks.
  - ***DNRC Grant***
  - New radios and pagers are here and in service.



# Laurel Police Department

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

**Chief of Police Stanley J Langve**

## Emergency Services Report February 24, 2025

For the reporting period of January 27<sup>th</sup> through February 24<sup>th</sup>, 2025, the FAP received 685 Calls For Serve for a year-to-date total of 685 that is an increase from the 3-year average of 642. For the reporting period we had sixty-six crimes reported, down from the 3-year average of 84. I believe very cold temperatures are a factor in this as Police calls have been markedly increased in the last week.

On the personal front, we are welcoming Austin Gearhart this week. He will begin his FTO in March and we anticipate having him on his own by summer. This will fill the 15<sup>th</sup> Officer position that was budgeted nearly two years ago. We have had a couple of milestone anniversaries in the department in February. Detective Bryant was pinned for his 20 years of service and Captain Anglin received his second star representing 10 years. I would like to acknowledge Reserve Officer Bruce McGree, he recently resigned his position with nearly 15 years of service. We are all very thankful for him and what he has given to the community.

We are working on wrapping up budget year 2024/2025 items and preparing for this year's budget cycle. We are also beginning a fundraising drive to purchase uparmor vests through Shield 616. This is the organization that was able to uparmor Billings Police.

Respectfully,

Chief Langve



**File Attachments for Item:**

11. Public Works Committee Minutes of February 18, 2025.





**MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
TUESDAY, FEBRUARY 18, 2025**

The Public Works Committee meeting was called to order at 6:00pm on Tuesday, February 18, 2025, by Committee Chair, Heidi Sparks.

**Members Present:** Heidi Sparks- Chair, Jodi Mackay- Vice Chair, Irv Wilke, Shawn Mullaney, Richard Herr

**Others Present:** Matt Wheeler- Public Works Director

**Public Input:**

**General Items:**

1. Approval of Minutes from January 21, 2025. Irv made a motion to approve the minutes of January 21, 2025. Motion was seconded by Jodi. Motion carried 5-0 to approve the minutes.
2. Emergency Call Out Report- Report attached
  - i. Busy month. All callouts have been related to water leaks, sanding or plowing due to the extreme weather conditions.
3. KLJ Report- Report attached
  - i. Laurel Water Tank Funding- Denied for the grant we previously applied for. We are applying for additional grants, including through the MT DES. MT DES has assigned a grant writer to The City and will be working with KLJ on the grant requirements.
  - ii. Love's Annexation- Love's is looking at installing an 8-inch sewer line. The City has asked for the cost difference to install a larger line, to potentially pay the difference. Love's is looking to install utility this summer.

**New Business:**

4. Shawn mentioned snow removal. There is snow piled in the curb area on 1<sup>st</sup> Ave. Concern over the snow melting- the street is higher, so the runoff won't go down the street, but could run into property. Matt stated they will be removing the snow piles.
5. Richard asked about street maintenance and if there will be any projects this summer. Matt stated just patching and chip sealing scheduled for right now in order to save funds for the West Railroad Street project.
6. Shawn brought up East Railroad out to Walmart needs lighting as well as a sidewalk or asphalt pathway for people walking, especially in the morning and evenings when it is dark. Matt is not sure about the right of way and what the city would be able to put in along that street.

**Old Business:**

7. Update on Stop Signs – Jodi mentioned the flashing stop signs that had previously been talked about. She talked with Chief Langve who stated that there has not been an increase in accidents or complaints for the intersection by the post office as well as East Maryland and 1<sup>st</sup> Ave. With that in mind, may not be in the best interest to spend the money on flashing stop signs. Recommendation is to sit on this for a season and see if there is a need.
8. Update on Fire Hydrant – The fire hydrant by the middle school will need to be dug up and parts replaced once the weather allows. There is an operable fire hydrant over there that can be used, if the need arises.

**Other Items:**

**Announcements**

Next Meeting will be Monday, March 17, 2025, at 6:00pm in Council Chambers

Meeting adjourned at 6:25pm

# Emergency Overtime Callout List

1-1-25

TO

7-1-25

Maintenance Shop 406-628-4773

City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime / NA = Not Available / Y = Responding / B=Phone Busy											
Employee Name	Telephone											
Shop Callout		1-18	2-2	2-15	2-16	2-17						
Kevin Budge	406-850-5224	NA1	Y7	Y10	9	Y10						
Jay Hatton	406 860 7525	NA2	NA1	NA1	NA1	NA1						
Keith Guy	406-850-5464	NA3	NA2	NA2	Y10	6						
Wade Spalinger	406-530-4084	NA4	NA3	NA3	2	Y7						
Brandon Gonzales	406-679-0334	NA5	Y8	7	6	NA4						
Aaron Fox	406-694-7456	NA6	NA4	NA4	3	Y8						
Troy Clifton	406-794-7689	NA7	NA5	NA5	4	NA2						
Joel Barnhardt	406-861-6408	Y10	Y9	8	7	Y9						
Bridger Fornier	406-850-8134	8	Y10	9	8	NA5						
Kent Kuntz	406-672-7570	9	NA6	NA6	5	NA3						
Water and Sewer Callout		1-7	1-12	1-20	1-20	1-22	1-23	2-1	2-3	2-6		
Justin Baker	406-321-0208	y1	Y4	3	2	1	Y4	3	1	NA1		
Kevin Hoffman	406-861-7460	y2	1	Y4	3	2	1	Y4	2	NA2		
Daniel Nauman	406-530-4643	y3	2	1	NA1	y4	3	2	Y3	Y4		
Tom Burwell	406-850-5294	y4	3	2	Y4	3	2	1	Y4	3		

Elm Lift Station 628-7773 Village Lift Station 628-5918 Dial 9 after tone to acknowledge alarm

## Wastewater Treatment Plant-628-6474

Autodailer- 628-4866

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding											
Employee	Telephone											
Thomas Henry	406-855-0831											
Cindy Caswell	406-591-9013											
Corey Nicholson	406-351-1876											
Norman Stamper	406-633-3291											

## Water Treatment Plant 628-4410

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding											
Employee	Telephone											
HP Nuernberger	406-696-1008											
Dylan Ceaser	406-861-6620											
Josh Sawyer	406-591-3959											
Sam Waggoner	406-696-0249											
Joe Waggoner	406-633-1879											
TJ Worbel	406-861-7948											
Daniel Waggoner	406-697-7526											

CABLE TV down Tim Johnson 698-6254

Matt Wheeler	Cell# 208-1885	8	One Call Locate - 1-800-424-5555 (City Job # 25663)
Kurt Markegard	Cell# 860-5785	Hm 208-2356	SCHLESSER 628-4221 HESTON 281-0811
			NW ENERGY 1-800-896-7862 LUMPY 406-860-7890
Advanced Pump	406-586-1700		Century Link 1-800-573-1311 Shop 628-7707 Jeff 694-9097
GORDAN ACE ELECTRIC	406-860-5464		NorthwestPipe 252-0142 - Larry E. 656-2856
MDU 1-800-638-3278 / MDT 252-4138			Pace Construction 252-5559 (sewer backups)
MDT Supervisor Tom 655-7903/Kyle 446-2622			SanitarySystemOverflows call DEQ withing 24 hours at406-444-3080

## Call Out - Date and Incident Location

1-7-25 h20 leak Washington ave	2-3 PLOWING SANDING
1-12-25 H2O LEAK Topeka under trailer	2-6 EMERGENCY LOCATE
1-18 Sanding streets	2-15 SANDING
1-20 Sewer Call out	2-16 SANDING
1-20 Frozen Service Line	2-17 PLOWING
1-22 Leak Atchison under trailer	
2-1-25 H2O SHUTOFF	
2-2 SANDING	



## City of Laurel Project Status Update February 14<sup>th</sup>, 2025



### ***Laurel Water Tank Funding Project***

***(KLJ # 2304-01608)***

Reason for Project: Existing City water Tank needs to be recoated on the inside and can't happen until City has a backup storage supply. They also have needs for upgrades to their upper pressure zones. See previously approved Water System PER and City of Laurel CIP. This project looks at funding opportunities and provides grant writing services from multiple sources

Project Scope: To research funding alternatives, create packages for submittal, and assist City in finding monies for completing the future water tank and upper pressure zone improvements for the City of Laurel

#### ***Current Status:***

- Task Order Signed by City on 12/13/23
- Met with EDA to discuss Funding on 1/9/24
- Letter of Support from CHS Received
- Letter of Support from Wood's Powergrip
- Submittal uploaded to EDA on 7.11.24.
- Multiple calls back/forth with EDA to clarify information including need for the project, priority for the city, provision of procurement documents, and verification of budget.
- EDA reviewed mid October and are waiting for notice of award - All grants must be awarded (or declined) and contracted/obligated by 12/31/2024.
- As of 12/13/24, EDA is still telling us they don't have an update.
- Notified of EDA denial of funding on 1/7/2025
- KLJ reviewing other opportunities for funding
- Meeting between City and KLJ reviewing denial and other funding sources on 1/16/2025
- As of January 2025 City has spent \$16,917.76 of the \$56,000 budget for funding applications.
- City proceeding with applying for a FEMA for a BRIC grant.
- MT DES has assigned them a grant writer and KLJ is coordinating with them for the information they need.
- Deadline is March 15<sup>th</sup>. By that time City needs a resolution to accept the County Hazard Mitigation Plan and provide FEMA a letter stating they can provide the 25% match.

### ***5<sup>th</sup> to 7<sup>th</sup> Sewer Line Replacement***

***(KLJ # 2304-01231)***

Reason for Project: Refurbishment of an 8" sewer line between 7<sup>th</sup> Avenue and 6<sup>th</sup> Avenue and a 10" sewer line between 6<sup>th</sup> Avenue and 5<sup>th</sup> Avenue in the alley way between 1<sup>st</sup> Street and Main Street in Laurel, Montana. The existing sewer line experienced several collapses last year.



## City of Laurel Project Status Update February 14<sup>th</sup>, 2025



Project Scope: To replace approximately 363 lineal feet of 8" and 383 lineal feet of 10" and will include the update of 3 manholes and associated surface replacement.

*Current Status:*

- Work Order Signed by City in September 2023
- Survey scheduled for week of October 16<sup>th</sup>, 2023
- Base Drawing created and Working on preliminary design
- Preliminary Plans and EEOC sent to City on 12.14.23
- DEQ Approval received on 2.20.24
- Project began advertising on 3/14/24 and bid open will be 3.28.24
- Project awarded to Western Municipal Construction
- Construction started on June 10<sup>th</sup> 2024
- Sewer Line fully installed and accepted on 7/10/24
- Change Order Requested by City personal put together with cost estimate and submitted to City on 7/10/24
- City reviewed CO#1 cost and elected not to pursue
- Contractor achieved Substantial Completion on 8/1/24
- Contractor achieved Final Completion on 8/20/24
- Release of Retainage request submitted along with reconciliation Change Order
- Warranty walkthrough to occur in August of 2025

### ***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.
  - Draft regulations sent to City April 11<sup>th</sup>, 2023
  - Zoning Map approved by Commission on August 16<sup>th</sup>, 2023
  - Staff Recommendation to Zoning Commission to occur on December 20<sup>th</sup>, 2023
  - Back to Planning Board Meeting on 1/17/23
  - City to publish advertisement for Public Hearing
  - To be presented at Workshop on 5/7/24
  - Adoption occurred at Council on 5/14/24
  - 2<sup>nd</sup> Reading and Public Hearing on 5/28/24.
  - Regulations adopted by Council. Minor wording and numbering corrections needed.
  - Wording and numbering corrections made and submitted to Kurt 7/3/24
  - Waiting on final comments from Kurt



## City of Laurel Project Status Update February 14<sup>th</sup>, 2025



- Love's Annexation
  - Annexation Application received 3/25/24
  - Revised Package received by City on 5/2/24
  - City requested KLJ to review on 7/12/24
  - KLJ's review sent back to City on 7/18/24
  - Love's submitted design for review on 12.10.2024
  - Engineering review and comments sent back on 1.10.25
  - Love's addressing comments
  - Love's 2<sup>nd</sup> package received 2.10.25 (still awaiting updated reports)

### ***Other Notes and Information***

Other potential projects have been identified during recent conversations between City staff and KLJ. City Public Works staff and KLJ task leaders meet monthly to discuss current and future projects. As these are tentative, the timing and extent of KLJ's services are TBD, unless noted otherwise.

#### Anticipated FY24 Projects

- Bulk Water Sales Station
  - Project task order to be started in early 2025
- West 7<sup>th</sup> Street Water and Valve Replacement
  - Pushed back until Town Pump renovations are completed.

**File Attachments for Item:**

12. Public Works Committee Minutes of March 17, 2025.



MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, MARCH 17, 2024

The Public Works Committee meeting was called to order at 6:00pm on Monday, March 17, 2025 by Vice Chair Jodi Mackay.

**Members Present:** Jodi Mackay - Vice Chair, Irv Wilke, Jessica Banks – Council Member, Richard Herr

**Others Present:** Matt Wheeler- Public Works Director

**Public Input:**

**General Items:**

1. Approval of Minutes from February 18, 2025. Irv made a motion to approve the minutes of February 18, 2025. Motion was seconded by Richard Herr. Motion carried 4-0 to approve the minutes.
2. Emergency Call Out Report- Report attached
  - i. Pretty quiet over the reporting period. A few water issues and a staff calling in sick at the Container Site.
3. KLJ Report- Report attached
  - i. Laurel Water Tank Funding – Council passed the resolution Authorizing The Adoption Of The 2024 Eastern Montana Region Hazard Mitigation Plan And Annex K For Yellowstone County which will allow KLJ to pursue FEMA grants for the Water Tank project.
  - ii. Love's Annexation – Love's continues to push ahead with water and sewer installation.
  - iii. KLJ continues to monitor progress / issues at new school site.

**New Business:**

4. Matt reported that the West Railroad project has been pushed to 2028. Richard Herr asked if we could move away from State and County support and just take care of it as a City. Matt said they've talked about this but because of the type of route it is, State involvement is required.
5. There will be a volunteer at Riverside Park again this summer. He has been given a list of responsibilities to include maintaining the bathrooms. The old concrete block bath house has been torn down and the caretaker house has been removed. There are plans to do some dirt work in the area and plant some flowers, hopefully.
6. Matt reported that the most recent garbage truck was purchased 3 years ago on a loan. He's hoping it will be paid off in the next 2 years. He recently learned that a new truck



is taking 3 years to receive from the time of order. PW is seeing the need for a new garbage truck in the near future. He is wanting to present that the City go out to and accept a bid for a new garbage truck in the near future to ensure we have it when needed. By the time payment is required the other truck should be paid off and those funds can go to the newly arrived truck. He said a garbage truck is running in the high \$300K's.

7. Public Works will have a full time opening soon. A newer employee has gotten a position with Billings Fire. Matt will also be hiring summer help. An ad will go on the City's Facebook page soon. He's asked for help sharing it.

**Old Business:**

**Other Items:**

**Announcements**

Next Meeting will be Monday, April 21, 2025 at 6:00 pm in Council Chambers.

Meeting adjourned at 6:19 pm

# Emergency Overtime Callout List

1-1-25

TO

7-1-25

Maintenance Shop 406-628-4773

City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime /NA = Not Available /Y = Responding /B=Phone Busy												
Employee Name	Telephone												
<b>Shop Callout</b>		1-18	2-2	2-15	2-16	2-17	3-2						
Kevin Budge	406-850-5224	NA1	Y7	Y10	9	Y10	9						
Jay Hatton	406 860 7525	NA2	NA1	NA1	NA1	NA1	NA1						
Keith Guy	406-850-5464	NA3	NA2	NA2	Y10	6	5						
Wade Spalinger	406-530-4084	NA4	NA3	NA3	2	Y7	6						
Brandon Gonzales	406-679-0334	NA5	Y8	7	6	NA4	Y10						
Aaron Fox	406-694-7456	NA6	NA4	NA4	3	Y8	7						
Troy Clifton	406-794-7689	NA7	NA5	NA5	4	NA2	NA2						
Joel Barnhardt	406-861-6408	Y10	Y9	8	7	Y9	8						
Bridger Fornier	406-850-8134	8	Y10	9	8	NA5	4						
Kent Kuntz	406-672-7570	9	NA6	NA6	5	NA3	NA3						
<b>Water and Sewer Callout</b>		1-7	1-12	1-20	1-20	1-22	1-23	2-1	2-3	2-6	2-20	3-9	
Justin Baker	406-321-0208	y1	Y4	3	2	1	Y4	3	1	NA1	NA1	NA1	
Kevin Hoffman	406-861-7460	y2	1	Y4	3	2	1	Y4	2	NA2	Y4	3	
Daniel Nauman	406-530-4643	y3	2	1	NA1	y4	3	2	Y3	Y4	3	2	
Tom Burwell	406-850-5294	y4	3	2	Y4	3	2	1	Y4	3	2	Y4	

Elm Lift Station 628-7773 Village Lift Station 628-5918 Dial 9 after tone to acknowledge alarm

## Wastewater Treatment Plant-628-6474

Autodailer- 628-4866

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Corey Nicholson	406-351-1876												
Norman Stamper	406-633-3291												

## Water Treatment Plant 628-4410

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Dylan Ceaser	406-861-6620												
Josh Sawyer	406-591-3959												
Sam Waggoner	406-696-0249												
Joe Waggoner	406-633-1879												
TJ Worbel	406-861-7948												
Daniel Waggoner	406-697-7526												

CABLE TV down Tim Johnson 698-6254

Matt Wheeler	Cell# 208-1885	£	One Call Locate - 1-800-424-5555 (City Job # 25663)
Kurt Markegard	Cell# 860-5785	Hm 208-2356	SCHESSLER 628-4221 HESTON 281-0811
			NW ENERGY 1-800-896-7862 LUMPY 406-860-7890
Advanced Pump 406-586-1700			Century Link 1-800-573-1311 Shop 628-7707 Jeff 694-9097
GORDAN ACE ELECTRIC 406-860-5464			NorthwestPipe 252-0142 - Larry E. 656-2856
MDU 1-800-638-3278 / MDT 252-4138			Pace Construction 252-5559 (sewer backups)
MDT Supervisor Tom 655-7903/Kyle 446-2622			SanitarySystemOverflows call DEQ withing 24 hours at406-444-3080

## Call Out - Date and Incident Location

1-7-25 h2o leak Washington ave	2-3 PLOWING SANDING	
1-12-25 H2O LEAK Topeka under trailer	2-6 EMERGENCY LOCATE	
1-18 Sanding streets	2-15 SANDING	
1-20 Sewer Call out	2-16 SANDING	
1-20 Frozen Service Line	2-17 PLOWING	
1-22 Leak Atchison under trailer	2-20 H2O SHUTOFF EMERGENCY	
2-1-25 H2O SHUTOFF	3-2 RUN CONTAINER SITE SICK	
2-2 SANDING	3-9 H2O TURN ON	



## **Laurel Water Tank Funding Project**

**(KLJ # 2304-01608)**

Reason for Project: Existing City water Tank needs to be recoated on the inside and can't happen until City has a backup storage supply. They also have needs for upgrades to their upper pressure zones. See previously approved Water System PER and City of Laurel CIP. This project looks at funding opportunities and provides grant writing services from multiple sources

Project Scope: To research funding alternatives, create packages for submittal, and assist City in finding monies for completing the future water tank and upper pressure zone improvements for the City of Laurel

### *Current Status:*

- Task Order Signed by City on 12/13/23
- Met with EDA to discuss Funding on 1/9/24
- Letter of Support from CHS Received
- Letter of Support from Wood's Powergrip
- Submittal uploaded to EDA on 7.11.24.
- Multiple calls back/forth with EDA to clarify information including need for the project, priority for the city, provision of procurement documents, and verification of budget.
- EDA reviewed mid October and are waiting for notice of award - All grants must be awarded (or declined) and contracted/obligated by 12/31/2024.
- As of 12/13/24, EDA is still telling us they don't have an update.
- Notified of EDA denial of funding on 1/7/2025
- KLJ reviewing other opportunities for funding
- Meeting between City and KLJ reviewing denial and other funding sources on 1/16/2025
- As of January 2025 City has spent \$16,917.76 of the \$56,000 budget for funding applications.
- City proceeding with applying for a FEMA for a BRIC grant.
- MT DES has assigned them a grant writer and KLJ is coordinating with them for the information they need.
- Deadline is March 15<sup>th</sup>. By that time City needs a resolution to accept the County Hazard Mitigation Plan and provide FEMA a letter stating they can provide the 25% match.
- City has signed on to FEMA Go website and approved a resolution to accept the County Hazard Mitigation Plan and provided the letter on 3/12/25
- WWC is preparing the application to be submitted on 3/21/25

## **5<sup>th</sup> to 7<sup>th</sup> Sewer Line Replacement**

**(KLJ # 2304-01231)**

Reason for Project: Refurbishment of an 8" sewer line between 7<sup>th</sup> Avenue and 6<sup>th</sup> Avenue



*City of Laurel Project Status Update*  
*March 14<sup>th</sup>, 2025*



and a 10" sewer line between 6<sup>th</sup> Avenue and 5<sup>th</sup> Avenue in the alley way between 1<sup>st</sup> Street and Main Street in Laurel, Montana. The existing sewer line experienced several collapses last year.

Project Scope: To replace approximately 363 lineal feet of 8" and 383 lineal feet of 10" and will include the update of 3 manholes and associated surface replacement.

*Current Status:*

- Work Order Signed by City in September 2023
- Survey scheduled for week of October 16<sup>th</sup>, 2023
- Base Drawing created and Working on preliminary design
- Preliminary Plans and EEOC sent to City on 12.14.23
- DEQ Approval received on 2.20.24
- Project began advertising on 3/14/24 and bid open will be 3.28.24
- Project awarded to Western Municipal Construction
- Construction started on June 10<sup>th</sup> 2024
- Sewer Line fully installed and accepted on 7/10/24
- Change Order Requested by City personal put together with cost estimate and submitted to City on 7/10/24
- City reviewed CO#1 cost and elected not to pursue
- Contractor achieved Substantial Completion on 8/1/24
- Contractor achieved Final Completion on 8/20/24
- Release of Retainage request submitted along with reconciliation Change Order
- Warranty walkthrough to occur in August of 2025

***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.
  - Draft regulations sent to City April 11<sup>th</sup>, 2023
  - Zoning Map approved by Commission on August 16<sup>th</sup>, 2023
  - Staff Recommendation to Zoning Commission to occur on December 20<sup>th</sup>, 2023
  - Back to Planning Board Meeting on 1/17/23
  - City to publish advertisement for Public Hearing
  - To be presented at Workshop on 5/7/24
  - Adoption occurred at Council on 5/14/24
  - 2<sup>nd</sup> Reading and Public Hearing on 5/28/24.



## City of Laurel Project Status Update March 14<sup>th</sup>, 2025



- Regulations adopted by Council. Minor wording and numbering corrections needed.
- Wording and numbering corrections made and submitted to Kurt 7/3/24
- Waiting on final comments from Kurt
- Love's Annexation
  - Annexation Application received 3/25/24
  - Revised Package received by City on 5/2/24
  - City requested KLJ to review on 7/12/24
  - KLJ's review sent back to City on 7/18/24
  - Loves's submitted design for review on 12.10.2024
  - Engineering review and comments sent back on 1.10.25
  - Love's addressing comments
  - Love's 2<sup>nd</sup> package received 2.10.25 (still awaiting updated reports)
  - Love's 2<sup>nd</sup> package reviewed and sent back on 2/21/25
  - Updated reports received 3/10/25 in review process

### ***Other Notes and Information***

Other potential projects have been identified during recent conversations between City staff and KLJ. City Public Works staff and KLJ task leaders meet monthly to discuss current and future projects. As these are tentative, the timing and extent of KLJ's services are TBD, unless noted otherwise.

#### Anticipated FY24 Projects

- Bulk Water Sales Station
  - Project task order to be started in early 2025
- West 7<sup>th</sup> Street Water and Valve Replacement
  - Pushed back until Town Pump renovations are completed.

# Emergency Overtime Callout List

1-1-25

TO

7-1-25

Maintenance Shop 406-628-4773

City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime /NA = Not Available /Y = Responding /B=Phone Busy												
Employee Name	Telephone												
<b>Shop Callout</b>		1-18	2-2	2-15	2-16	2-17	3-2						
Kevin Budge	406-850-5224	NA1	Y7	Y10	9	Y10	9						
Jay Hatton	406 860 7525	NA2	NA1	NA1	NA1	NA1	NA1						
Keith Guy	406-850-5464	NA3	NA2	NA2	Y10	6	5						
Wade Spalinger	406-530-4084	NA4	NA3	NA3	2	Y7	6						
Brandon Gonzales	406-679-0334	NA5	Y8	7	6	NA4	Y10						
Aaron Fox	406-694-7456	NA6	NA4	NA4	3	Y8	7						
Troy Clifton	406-794-7689	NA7	NA5	NA5	4	NA2	NA2						
Joel Barnhardt	406-861-6408	Y10	Y9	8	7	Y9	8						
Bridger Fornier	406-850-8134	8	Y10	9	8	NA5	4						
Kent Kuntz	406-672-7570	9	NA6	NA6	5	NA3	NA3						
<b>Water and Sewer Callout</b>		1-7	1-12	1-20	1-20	1-22	1-23	2-1	2-3	2-6	2-20	3-9	
Justin Baker	406-321-0208	y1	Y4	3	2	1	Y4	3	1	NA1	NA1	NA1	
Kevin Hoffman	406-861-7460	y2	1	Y4	3	2	1	Y4	2	NA2	Y4	3	
Daniel Nauman	406-530-4643	y3	2	1	NA1	y4	3	2	Y3	Y4	3	2	
Tom Burwell	406-850-5294	y4	3	2	Y4	3	2	1	Y4	3	2	Y4	

Elm Lift Station 628-7773 Village Lift Station 628-5918 Dial 9 after tone to acknowledge alarm

## Wastewater Treatment Plant-628-6474

Autodailer- 628-4866

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding												
Employee	Telephone												
Thomas Henry	406-855-0831												
Cindy Caswell	406-591-9013												
Corey Nicholson	406-351-1876												
Norman Stamper	406-633-3291												

## Water Treatment Plant 628-4410

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding												
Employee	Telephone												
HP Nuernberger	406-696-1008												
Dylan Ceaser	406-861-6620												
Josh Sawyer	406-591-3959												
Sam Waggoner	406-696-0249												
Joe Waggoner	406-633-1879												
TJ Worbel	406-861-7948												
Daniel Waggoner	406-697-7526												

CABLE TV down Tim Johnson 698-6254

**Matt Wheeler** Cell# 208-1885 £ One Call Locate - 1-800-424-5555 (City Job # 25663)

**Kurt Markegard** Cell# 860-5785 Hm 208-2356 SCHESSLER 628-4221 HESTON 281-0811

**NW ENERGY 1-800-896-7862 LUMPY 406-860-7890**

Advanced Pump 406-586-1700 Century Link 1-800-573-1311 Shop 628-7707Jeff 694-9097

GORDAN ACE ELECTRIC 406-860-5464 NorthwestPipe 252-0142 - Larry E. 656-2856

MDU 1-800-638-3278 / MDT 252-4138 Pace Construction 252-5559 (sewer backups)

MDT Supervisor Tom 655-7903/Kyle 446-2622 **SanitarySystemOverflows call DEQ withing 24 hours at406-444-3080**

## Call Out - Date and Incident Location

1-7-25 h2o leak Washington ave	2-3 PLOWING SANDING	
1-12-25 H2O LEAK Topeka under trailer	2-6 EMERGENCY LOCATE	
1-18 Sanding streets	2-15 SANDING	
1-20 Sewer Call out	2-16 SANDING	
1-20 Frozen Service Line	2-17 PLOWING	
1-22 Leak Atchison under trailer	2-20 H2O SHUTOFF EMERGENCY	
2-1-25 H2O SHUTOFF	3-2 RUN CONTAINER SITE SICK	
2-2 SANDING	3-9 H2O TURN ON	

**File Attachments for Item:**

13. Park Board Minutes of March 6, 2025.

Laurel Park Board Minutes for March 6, 2025.

In attendance were Richard Klose, Phyllis Bromgard, Irv Wilke, Tom Canape, Paul Kober and Jon Rutt.

Kurt Markegard was in attendance for the city.

Renee Studiner was a visitor

The meeting was called to order at 5:28 and Michelle Mize was in attendance for the Tree Board.

Public Comment: Michele Mize said that Laurel is still a Tree City USA and Arbor Day will be scheduled for the Fall of 2025.

1. **Minutes from February 6 meeting** - Phyllis Bromgard made a motion and Richard Klose seconded, motion passed.

#### **New Business**

2. **Baseball Netting for Billie Riddle Splash Park** – Tom Canape made a motion to spend \$600 to purchase Netting. Richard Klose 2<sup>nd</sup> and the motion was approved.

#### **Old Business**

3. **Other Parks** – List of repairs for playground equipment has been made and parts are ordered.
4. **Riverside Campground/other items** – Code enforcement checks the campground daily. The shower building demo and cleanup continues.
5. **American Legion Building at Riverside Park** – Security doors have been installed to further protect the contents.
6. **Riverside Park/Lead Cleanup** – Moving slowly and waiting for the Health Department to complete inspection.
7. **Riverside Hall/Lions Club** – Utilities have been transferred to the Lions Club. They want to insulate and continue to replace the windows. Discussion followed on the city helping with insulation and/or looking for grants to accomplish upgrades. Kurt brought up the CIP (Capital Improvement Projects). This needs to be updated to allow money to be spent on these types of projects. Kurt also brought up the Exxon Mobil penalty account has \$283,000 available for projects in the CIP.
8. **Merging with the Tree Board** – Waiting on the City Attorney for a decision. 2 Ordinances need to be combined to make this possible and we will finish this at the next meeting.
9. **Bathrooms at Billie Riddle Splash Park** – The discussion was on using a prefab FW&P building to set on the site. These cost about \$60,000 and need to be added to the CIP.

#### **Other Items**

Nothing to report

April 3rd is the next meeting.

Meeting adjourned at 6:28



**File Attachments for Item:**

14. Laurel Airport Authority Minutes of January 23, 2024.



## January 23, 2024 Minutes

- Roll Call was taken to include Randy Hand, Shane Linse, Joseph Mutchler, Alan Kasemodel
- Meeting Attendance: Jim Wise, Chase Brownlee, Justin Zindell, Craig Canfield, Don Schlegelmilch, Jim Schank, Brett McKenney, Doug Myers
- Approval of Minutes of previous meeting. 11/28/2023
- Financial Update
- Claims: All approved
- Public Input: Doug Meyers presented a letter of concern in regards to how the Laurel Airport Authority is handling an eviction process of 2020 Fox Road. Brett McKenney, Don Schlegelmilch, and Jim Schank voiced the same concern in regards of 2020 Fox Road.

**Reports:** KLJ Engineering-Master Plan Project Update, Grants update: We received a grant for \$38,000.00 for Ceilometer and \$36,600.00 from MT Aeronautics for Pavement Maintenance for 2024. Master plan is 95-98% completed, but will require further Billings for completion.

### Old Business:

- Courtesy car contract with FBO was approved. A copy of insurance has been provided from the FBO. The insurance carrier will notify the LAA of policy cancelation. The LAA courtesy car is ready for delivery.
- AWOS options, annual fees, FAA Grants; We received a grant for \$38,000.00 for Ceilometer and \$36,600.00 for Pavement Maintenance for 2024. KLJ Engineering for further investigate when and how the AWOS platform can be reconstructed to include electrical modifications. Other airports will be communicated with in regards to shared AWOS maintenance costs.
- Airport Camera that MT Aeronautics will pay for is tabled until February meeting.
- Windsock is up but lighting still needs electrical completed. May require further parts and troubleshooting. Tabled until April 2024 meeting.
- Pick location and time slot on 2/8/2024: MSU Local Government-Dan Clark for training for “Roles and Responsibilities on a Board”-Time will be 9-3pm and looking to conduct meeting at the Laurel Golf Course.

Laurel Airport Authority  
P.O. Box 242 Laurel, MT 59044  
406-628-0172



- Runway lighting issues, need. Plan to fix. Randy and Craig/KLJ will investigate the VASI's functionality.
- Need to get passwords for website, email, and phone documented and received from resigned board member.
- Outhouse at main gate will be knocked down and filled with sand this Spring. 4/6/2024 will be a day of Spring cleanup.
- FAA is going to audit the Laurel Airport this Spring. Awaiting an inspection date from the FAA.
- Airport needs to do a utility audit. Septic and utility locations will be located and documented this Spring.
- SRE Building design ideas will be presented at the February meeting. Options will be other SRE building designs as well as General Aviation Terminal options.
- Electrical box next to the Beacon will be removed on 4/6/2024 along with other items for Spring cleanup.
- 2024 Fox Road Issues and Updates. Need to have container painted, gate closed, and outdoor storage removed. A letter will be sent out and further communication attempts made with the occupant in regards to gate closure and a fence installed for airport security.

#### **New Business:**

- Jim Wise is voted and approved as new board member.

#### **Old Business:**

- 2020 Fox Road eviction process was further discussed with owner and LAA. A motion was made and approved to rescind the June 27th eviction of 2020 Fox Road pending approval of a new lease. A motion was made and approved to create a lease within 30 days of January 23rd, 2024 to Brett Mckenney and Tom Boyce and made by the next board meeting for vote. A motion was made and approved that all individual attorney fees will be paid by each party. 2020 Fox Road will pay theirs, and the Laurel Airport Authority will pay ours.
- Commercial activities in Non-Commercial hangers is resolved. A motion was created and approved to have this item removed from the agenda.



- Weed issues/Letters completed. Payments from 3 individuals are still owed for lease terms/ airport dues and leased farm ground. Currently in the process of collecting payment.
- Order fireproof cabinet for airport leases is approved. Looking at options and tabled until February 2024 meeting.
- Dave Gilner and Tom Prill are no longer interested in the hangar lot next to Musser's and the lot is still available.

**New Business:**

- Motion was made and approved for task order for pavement Maintenance per KLJ
- Motion was made and approved for a new NOTAM Call List.
- Motion was made and approved to have locks changed on Pilot Shack and replace lock on Bulletin Board.
- Motion was made and approved to adjourn meeting.

**File Attachments for Item:**

15. Laurel Airport Authority Minutes of February 27, 2024.



## February 27, 2024 Minutes

- Roll Call was taken to include Randy Hand, Shane Linse, Joseph Mutchler, Alan Kasemodel, and Jim Wise
- Meeting Attendance: Craig Canfield, Justin Zindell, Chase Brownlee, John Roberts, Jim Roberts, Will Metz
- Approval of Minutes of previous meeting. 1/23/2024
- Financial Update
- Claims: All approved
- Public input on Non-agenda items: None
- Public input on Agenda items: Jim and John Roberts updated information in regards to the July 13, 2024 Fly-In.

**Reports:** KLJ Engineering-Master Plan Project Update &SRE/Terminal Building discussion.

### **New Business:**

- Fly-In for July 13, 2024 discussed with the Montana Pilot's Association.
- \$11,795.00 quote for asphalt repair from gate to chip seal area from Hardives approved.
- Lease transfer for Rich/Donna Mckamy to Nicole Metz for 2210 Willis, 2211 Nicholas, and 2221 Nicholas approved.
- Nicole Metz request for a new 20-year lease with 11-year renewal option for 2210 Willis, 2211 Nicholas, and 2221 Nicholas approved.
- Request for Shane to discuss LAA lawsuit with Scott Green approved.
- Will acquire a couple quotes for new airport sign.
- Need to acquire hours and rate for coverage quote with MMA insurance. Motion to pursue workcomp approved.



**Old Business:**

- Motion approved to NOT use electronic email exchanges in regard to airport business.
- Motion approved to complete purchase of fire-proof file cabinet.
- SRE/Terminal building design ideas tabled until June.
- Reviewed past due lease payments.
- 2024 Fox Road issues reviewed.
- 2020 Fox Road lease changes approved.
- 2020 Fox Road sub-lease tabled to next meeting.
- Motion was made and approved to adjourn meeting.

**File Attachments for Item:**

16. Laurel Airport Authority Minutes of April 23, 2024.





### **April 23, 2024 Minutes**

- Roll Call was taken to include Randy Hand, Shane Linse, Joseph Mutchler, and Jim Wise
- Meeting Attendance: Craig Canfield, Justin Zindell, Will Metz
- Financial Update
- Claims: Reviewed/Updated
- Public input on Non-agenda items: None
- Public input on Agenda items: None

#### **Old Business:**

- New Airport Entrance Sign: Still waiting on further bids for design and pricing.
- Workman's Comp coverage: Awaiting underwriters and will update next meeting.
- Motion approved to complete AWOS install to include a couple thousand dollar expense increase. Motion approved to increase the monthly cost of the AWOS operation.
- Wi-Fi cameras for the state have been requested to be put on the beacon tower. Will acquire a couple internet options for the operation of the cameras.
- Motion approved to finalize the 2025 pavement upgrade with KLJ Engineering.
- Past Due lease payments are down to 2 individuals on unpaid leases.
- Scheduled a Clean Up Day/Work day for the Laurel Airport on May 20th. POC is Joe Mutchler.
- 2024 Fox Road Issue and updates: A letter will be sent to Weber to keep gate closed or to fence off the property. If a fence is not installed, one will be installed by the Laurel Airport and the cost will be forwarded to Weber. If the fence installation is not paid, the non-aeronautical lease will be terminated.
- 2020 Fox Road Aeronautical lease and sub lease approval will be updated from Scott Green



**New Business:**

- Pavement Maintenance Bid Approved for American Road Maintenance for \$319,514.75.
- Lease transfer approved for the 2432 DeFrance-Duane Grosulak to Karina Buechler.
- New Lease for Karina Buechler for 2432 DeFrance approved.
- Tom and Laura Mutchler 50-year lease approved for 2347 Stahley
- Doug Myers 50-year lease approved for 2420 Rathburn
- Application for another courtesy car and insurance quote approved
- Need to draft up language for past-due lease policy. Will have for next meeting.
- Solid Rock Gate Company approved to conduct gate maintenance every 6 months and will install brush cover for \$295.00.
- Annual fire service contract with the City of Laurel approved.
- Formal resolution approved for Chairman to pay monthly bills in the event a monthly board meeting is not conducted.
- Liability insurance renewal approved for airport's assets.
- Unfair Economic Advantage Initiative for the LAA tabled to next meeting to include further verbiage.

**Board Member Initiatives:**

None.

Meeting Adjourned.

**File Attachments for Item:**

17. Laurel Airport Authority Minutes of May 28, 2024.



## **May 28, 2024 Minutes**

- Roll Call was taken to include Randy Hand, Shane Linse, Joseph Mutchler, and Jim Wise
- Meeting Attendance: Justin Zindell, Will Metz, Jim Roberts, John Roberts, Brad Sinclair
- Financial Update
- Claims: Reviewed/Updated
- Public input on Non-agenda items: None
- Public input on Agenda items: None

### **Reports: KLJ Engineering**

### **Old Business:**

- Fly-in Update: Will take place on 7/13/2024 at 8:00 am until the early afternoon. Motion was approved to order and pay for 5 porto-potties.
- Motion for new airport entrance sign to be refreshed and updated to “Laurel Municipal Airport” at a cost of \$1,600.00 approved.
- Workman’s Comp coverage quote requested and awaiting for further information.
- Motion approved to have WispWest Internet and static IP address installed for Wi-Fi Cameras
- Still have two individuals that have past due lease payments
- Application completed for additional courtesy car and insurance quote
- Policy for past-due lease agreements will be updated at the next meeting. Joe Mutchler will draft a proposal.
- Liability insurance Renewal will be updated at the next meeting.
- Unfair Economic Advantage Initiative for the LAA will be tabled to New Business.
- 2024 Fox Road is awaiting and update from the attorney.
- 2020 Fox Road non-aeronautical lease awaiting update from attorney.



- 2020 Fox Road sub-lease is awaiting non-aeronautical lease from the attorney.

**New Business:**

- FAA conducted an inspection on the airfield and found the temporary/permanent ag operation on the ramp must stop and contain the chemical spills. The operation must also request a new location and a commercial lease for the operation. Joe Mutchler will contact Jim Shock
- The gate by 2020 Fox Road was found open during the inspection. KLJ Engineering will inquire if the LAA can request a grant for an automatic gate to be purchased and installed. A lock will be installed for the time being.

**Board Member Initiatives:**

None.

Meeting Adjourned.

**File Attachments for Item:**

18. Laurel Airport Authority Minutes of October 22, 2024.



## October 22, 2024 Minutes

- Roll Call was taken to include Randy Hand, Shane Linse, Joseph Mutchler, and Jim Wise
- Meeting Attendance: Justin Zindell, Charlie Vance, Jim Schaak, Jacob Schneller, Sam Morris, Brad Sinclair, Braydon Sinclair
- Financial Update
- Claims: Reviewed/Updated/Awaiting Cosner as he was out of town
- Public input on Non-agenda items: Sam Morris and the Rocky Mountain College Flight Team would like to have an open house meeting to address any issues with the flight team conducting practice operations on the Laurel Airport.
- Public input on Agenda items: None

### **Reports:** KLJ Engineering

### **Old Business:**

- Ceilometer needs to have a hand dug trench around concrete to finish the conduit run for the electrical. Motion made and approved for Shane Linse to fix dirt and concrete work for new conduit to finish the AWOS installation.
- Workman's Comp coverage- Will put a sign-in sheet at the SRE building to document the volunteer time for the workman's comp.
- Wi-Fi cameras from the state- Need volunteers to bury the conduit for the install.
- Past Due lease from Heath Olson is still unpaid. This is the last individual.
- 2020 Fox Road sub lease is still being drafted to present to the board.
- Prairie dogs issue on the field is still researching other options for removal. Attempting a private applicator license for poison.
- Sprinkler system has been cleaned out and winterized.



### **New Business:**

- Motion made and approved for a new non-commercial 50-year lease for Jacob LLC, Nottingham Condo, and Chris Owen.
- Motion made and approved for a new non-commercial 50-year lease for Randy Hand
- Motion made and approved for the November and December meeting to be combined and conducted on 12/3/2024.
- Brad Sinclair has reserved the hanger lot next to Mert Musser
- Courtesy car grant for \$5,000 has been approved. Need to bring options to the board for vehicle purchase.
- Need to get a better power supply for the AWOS. Motion approved for Shane to purchase a power supply.
- Letter sent to Scottt Green/Attorney to send to Heath Olson for past due lease payment.
- Motion approved to Pay Randy Hand for the electrical work done on the SRE building.
- Randy will ask the previous board member to give access to the website and google docs.
- KLJ's request for a change order for the pavement maintenance was previously complied with.
- KLJ will fix the increased liquidated damages on all new construction contracts.
- Motion approved to require all new Laurel Airport Authority board members to complete board training within 6 months of new appointment.
- Research of a new accountant for the Laurel Airport tabled until next meeting.
- Leatherneck aviation wants to tow banners out of the Laurel Airport. The Laurel Airport Authority will conduct research before approving the operation.
- Rob Atkinson needs to come up with a business plan and operations report for his proposed ski dive operation and present it to the Laurel Airport Authority.
- Jim Schaak will draft and present a commercial spray operation proposal to the next board meeting.
- Meeting adjourned.
-





**Board Member Initiatives:**

None.

Meeting Adjourned.

**File Attachments for Item:**

19. Resolution No. R25-21: Resolution Of City Council Approving Final Annexation, Right-Of-Way Dedications, And Zoning For Approximately One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana.

## **RESOLUTION NO. R25-21**

### **RESOLUTION OF CITY COUNCIL APPROVING FINAL ANNEXATION, RIGHT-OF-WAY DEDICATIONS, AND ZONING FOR APPROXIMATELY ONE ACRE OF PROPERTY ADJACENT TO THE CITY OF LAUREL, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, a Petition for Annexation and Concurrent Zoning Designation was submitted to the City of Laurel by Lance Hull, who 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 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. The real property is generally reflected on the Exhibits to the Petition for Annexation, included as part of previously-approved Resolution No. R22-40, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way;

WHEREAS, the Petitioner sought annexation of the property and zoning as Residential Multiple Family (hereinafter “RMF”);

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

WHEREAS, the Laurel City-County Planning Board held a duly advertised public hearing on Petitioner’s Petition for Annexation and Concurrent Approval of Initial Zoning Designation on June 15, 2022;

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

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner’s Petition for Annexation on August 9, 2022;

WHEREAS, at the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation and Concurrent Approval of Initial Zoning Designation was in the best interests of the City at this time;

WHEREAS, the annexation of the property and zoning is subject to an Annexation Agreement by and between the City of Laurel and the Petitioner, which was executed by and between the Petitioner and the City of Laurel and was attached to Resolution No. R22-40 and thereto incorporated as part of the Resolution;

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

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

WHEREAS, all rights-of-way have been dedicated to the City of Laurel;

WHEREAS, a Waiver of Right of Protest has been finalized, and the Development Agreement has been executed and all appropriate and necessary work completed; and

WHEREAS, the City is prepared to accept the right-of-way dedications as demonstrated on the Plat Exhibit, approve the Final Annexation of the property and all rights-of-way as demonstrated on the Plat Exhibit; and assign the zoning on the property as RMF.

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: that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. 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.
4. The owner of record of the territory annexed to the City of Laurel and the City of Laurel have executed an Annexation Agreement, which terms and conditions have been met by the property owner and which are made a part of this Resolution and the Petition for Annexation.
5. That the conditions of the annexation and zoning, as conditioned as follows, have been met:
  - A. On all terms, conditions, and requirements of the Annexation Agreement between the City of Laurel and Petitioner.

- B. The property shall be zoned as RMF, which is consistent with the zoning of adjacent and nearby properties.
  - C. The Waiver of Right to Protest, a copy of which is attached to Resolution No. 22-40 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.
  - D. Connections to the City of Laurel Water and Sewer Systems have been approved by the City of Laurel's Public Works Department.
  - E. All improvements and infrastructure connections have been completed.
6. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct certified copy of this Resolution and Meeting Minutes with the Yellowstone County Clerk and Recorder.
  7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
  8. Annexation and the City's responsibility for providing service to the property shall become null and void upon Petitioner's failure to satisfy the conditions imposed by the City Council by and through this Resolution, the Petition for Annexation, and the Annexation Agreement by and between the City of Laurel and the Petitioner.

Introduced at a regular meeting of the City Council on the 25<sup>th</sup> day of March, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 25<sup>th</sup> day of March, 2025.

APPROVED by the Mayor the 25<sup>th</sup> day of March, 2025.

CITY OF LAUREL

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

ATTEST:

---

Kelly Strecker, 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 Public Works  
Director

March 13, 2025

Lance Hull  
1009 Davis Circle  
Laurel, Mt 59044

Subject: Conditions of approval for your annexation to the City Laurel and infrastructure requirements

Lance,

The City's contracted engineer and I inspected the construction of the public works improvements that you paid for and installed for the extension of West 1<sup>st</sup> street last fall. I am writing to inform you that all the improvements required for annexation have been made and are approved for use with your development.

This letter is to serve as the official approval from the public works department for your project. The City Council must determine your final approval for annexation and street dedication.

Thank you for making public works improvements that are necessary for the expansion of the City of Laurel city limits.

Sincerely,

Matt Wheeler  
Public Works Director

Cc Mayor David Waggoner  
City Attorney, Michele Braukmann  
Forrest Sanderson, Contracted City Planner  
Laurel City Council

AFFIDAVIT OF WAIVER OF PROTEST  
BEFORE THE CITY COUNCIL  
OF THE CITY OF LAUREL, MONTANA

---

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

---

The undersigned hereby waives protest to the annexation of the property described below by the City of Laurel. Undersigned also waives their right to seek judicial review under M.C.A. § 7-2-4741 (2007), subsequent to the City's annexation of the below described property.

The undersigned hereby additionally waives protest to the creation of future Special Improvement District(s) created and/or formed for future street improvements including, but not limited to, paving, curb, gutter, sidewalk and storm drainage or any other lawful purpose.

This affidavit is submitted pursuant to and as a part of the Annexation Agreement and future contemplated Subdivision Improvement Agreement (SIA) with the city of Laurel.

This Affidavit of Waiver shall run with the land and shall forever be binding upon the grantee, their transferees, successors and assigns.

**LEGAL DESCRIPTION OF THE PROPERTY**

"S08, T02, R24E, C.O.S. 1642 AMD, PARCEL A1, AMND"

DATED this 11<sup>th</sup> day of March, 2025

LANCE HULL  
Grantee Name

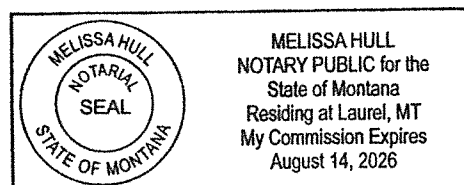
  
Grantee Signature

STATE OF MONTANA )  
  )ss.  
County of Yellowstone )

On this 11<sup>th</sup> day of March, 2025, personally appeared before me, Lance Hull, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged the he/she/they executed the same.

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

Melissa Hull  
Notary Public for the State of Montana  
Residing at: Laurel  
My commission expires: August 14, 2026









RESOLUTION NO. R22-01

RESOLUTION AUTHORIZING OWNER'S REQUEST TO SEEK ANNEXATION OF A ONE ACRE LOT LOCATED WEST OF 8<sup>TH</sup> AVENUE BETWEEN 1<sup>ST</sup> AND 2<sup>ND</sup> STREETS PURSUANT TO THE CITY OF LAUREL ANNEXATION POLICY.

WHEREAS, the Property Owner submitted a request to annex his one acre parcel of property located west of 8<sup>th</sup> Avenue, between 1<sup>st</sup> and 2<sup>nd</sup> Streets near the City of Laurel, in order to enable the him to construct new multi-family housing which will require annexation to allow him to connect to city water and sewer services; and

WHEREAS, the City's Annexation Policy requires the City Council to approve any requests for annexation of property that is less than 2 acres in size; and

WHEREAS, the Property Owner submitted the attached letter of request seeking the City Council's approval and authorization to seek annexation of his property; and

WHEREAS, City Staff reviewed the request and discussed annexation with the Property Owner, and is recommending the approval of the request.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the one acre parcel of property located west of 8<sup>th</sup> Avenue, between 1<sup>st</sup> and 2<sup>nd</sup> Streets, near the City of Laurel, is appropriate for annexation; and

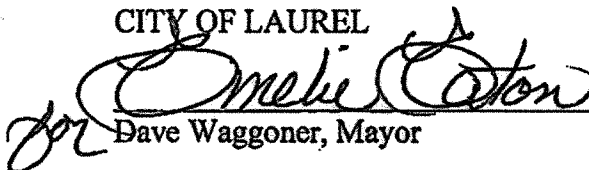
BE IT FURTHER RESOLVED, that the Property Owner (Lance Hull) is hereby authorized to file an Annexation Application with City Staff seeking formal annexation to the City.

Introduced at a regular meeting of the City Council on January 11, 2022, by Council Member Herr.


PASSED and APPROVED by the City Council of the City of Laurel this 11<sup>th</sup> day of January 2022

APPROVED by the Mayor this 11<sup>th</sup> day of January 2022.

CITY OF LAUREL

  
Dave Waggoner, Mayor

ATTEST:

  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

  
Sam Painter, Civil City Attorney

R-22-40

R M F

Resolution  
has not been Filed  
Finalized

**Lance Hull  
1009 Davis Circle  
Laurel, MT 59044  
[Lancehull6@gmail.com](mailto:Lancehull6@gmail.com)  
(406) 208-5920**

**December 2, 2021**

**Laurel City Council  
115 W 1<sup>st</sup> Street  
Laurel, MT 59044**

Dear council members:

This letter is to ask for your approval to submit an application for annexation.

I have recently purchased a 1 acre lot west of 8<sup>th</sup> Avenue, between 1<sup>st</sup> street and 2<sup>nd</sup> street. I intend to build 4 – 4plexes and would like to annex into the city to utilize city services. I have been working with Mr. Altonaga and Mr. Markegard to make sure this is feasible. I have lived in Laurel my entire life, and am looking to build high quality apartments. My intent is to make each unit 3-bed 2-bath, and make each building and the lot aesthetically pleasing to the community.

I look forward to working with you on this project and believe it will be beneficial to the expansion of our town. Please call or email me with any questions or concerns.

Thank you for your time and consideration.

Sincerely,  
Lance Hull

## **RESOLUTION NO. R22-40**

### **RESOLUTION OF ANNEXATION AND ZONING FOR APPROXIMATELY ONE ACRE OF PROPERTY ADJACENT TO THE CITY OF LAUREL, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA, WITH CONCURRENT APPROVAL OF INITIAL ZONING DESIGNATION.**

WHEREAS, a Petition for Annexation and Concurrent Zoning Designation was submitted to the City of Laurel by Lance Hull, who 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 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. 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 as Residential Multiple Family (hereinafter “RMF”);

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 and Concurrent Approval of Initial Zoning Designation on June 15, 2022. At the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of both the annexation and zoning request; and

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner’s Petition for Annexation on August 9, 2022. At the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation and Concurrent Approval of Initial Zoning Designation is in the best interests of the City at this time; and

WHEREAS, the annexation of the property and zoning is subject to an Annexation Agreement by and between the City of Laurel and the Petitioner, which will be executed by and between the Petitioner and the City of Laurel and will be 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: that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. 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.
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 Petitioner.
  - B. The property shall be zoned as RMF, which is consistent with the zoning of adjacent and nearby properties.
  - C. 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.
  - D. Connections to the City of Laurel Water and Sewer Systems shall be approved by the City of Laurel's Public Works Department.
  - E. 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.

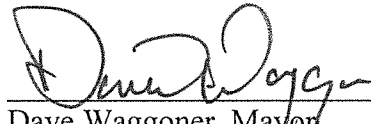
7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
8. Annexation 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 Petitioner.

Introduced at a regular meeting of the City Council on the 9<sup>th</sup> day of August 2022, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 9<sup>th</sup> day of August 2022.

APPROVED by the Mayor the 9<sup>th</sup> day of August 2022.

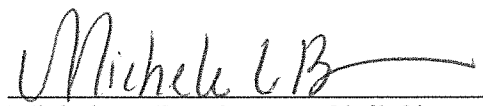
CITY OF LAUREL

  
Dave Waggoner, Mayor

ATTEST:

  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

  
Michele L. Braukmann, Civil City Attorney



Return to:  
Lance Hull  
1009 Davis Circle  
Laurel, Montana 59044

## **ANNEXATION AGREEMENT**

**THIS ANNEXATION AGREEMENT** is made this 9<sup>th</sup> day of August 2022, by and between **LANCE HULL**, with a mailing address at 1009 Davis Circle, Laurel, Montana 59044, (the "Developer") and the **CITY OF LAUREL, MONTANA**, a municipal corporation, with a mailing address at 115 West 1<sup>st</sup> 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. 1642: 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. A22-40 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 West 1<sup>st</sup> Street. The Developer will extend West 1<sup>st</sup> Street to the west boundary of the Developer Tract. The Developer will also provide a culvert on the north side of the property to access West 2<sup>nd</sup> Street with a 26' wide driveway and a 26' wide alley. The developer shall also provide all required road signs. The final street design will require approval from the Public Works Department.

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 at 8<sup>th</sup> Avenue and West 1<sup>st</sup> Street to provide service to the Developer Tract. Plans and specifications shall be approved by the Public Works Department and the Montana Department of Environmental Quality.
3. **Water.** Developer Tract shall be served by the City water system. The Developer shall extend a new water main from the existing 8-inch water main at 8<sup>th</sup> Avenue and West 1<sup>st</sup> Street to provide service to the Developer Tract. Plans and specifications shall be approved by the Public Works Department and the Montana Department of Environmental Quality.
4. **Storm Drain.** The Developer shall extend the city storm drain from 8<sup>th</sup> Ave to the west boundary of the property. There will be no on-site storage on the property.
5. **Right-of-Way.** A right-of-way shall be dedicated for the construction of West 1<sup>st</sup> Street and for possible future West 2<sup>nd</sup> Street.
6. **Future Intersection Contributions.** No intersection contributions are required upon annexation.
7. **Late Comers Agreement.** No Late Comers Agreement is made with this annexation.
8. **Zoning.** The Property is to be zoned as Residential Multi Family.
9. **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.
10. **Runs with Land.** The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver, shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
11. **Attorney's Fees.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.



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

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

DEVELOPER

BY: \_\_\_\_\_

LANCE HULL

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 as the "Developer" in this Agreement.

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 89 day of August, 2022.  
Bm

CITY OF LAUREL, MONTANA

BY: David Waggoner

Mayor

ATTEST: Kelly Strecker

City Clerk

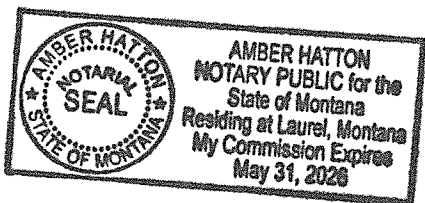
"City"

STATE OF MONTANA )

:SS.

County of Yellowstone )

On this 10 day of August, 2022, before me,  
a Notary Public for the State of Montana, personally appeared  
David Waggoner, and Kelly Strecker  
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.



Amber Hatton  
Notary Public in and for the State of Montana  
Printed name: Amber Hatton  
Residing at: Laurel MT  
My commission expires: May 31, 2026

Approved as to Form

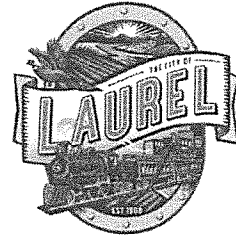
Michele L B

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 Director of Public  
Works

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## PLANNING BOARD AND ZONING COMMISSION RECOMMENDATION LANCE HULL Annexation and Initial Zoning

### **Applicant:**

Lance Hull  
1009 Davis Circle  
Laurel MT 59044

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

### **Request:**

Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1, Less Herman Addition. An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

### **Process:**

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, June 15, 2022. Though not yet scheduled the matter could be considered by the Laurel City Council at a Work Session on July 5 and taken up as an action item on July 12, 2022.

### **Analysis of the Request**

- The Mr. Hull represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy designates the property as a 'growth area' of the city.
- The current use of the property is vacant.
- The requested zone City Laurel Multi-Family (RMF) 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 Residential Tracts 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'.
- 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.
- The property is situated such that street rights-of-way will need to be dedicated to the City on the northern and southern property lines. The dedication of the northern segment will need to be coordinated with the developer of that tract.

### **Findings:**

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ 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 property as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of Mr. Hull to construct a Residential a Multi-Family complex on the property. The only way the development plan works is to extend the City water and sewer systems to the proposed development.
- ✓ The subject property was included as 'future growth area' in the Growth Policy adopted by the City of Laurel. Additionally, the property has been identified on the Laurel Future Land Use Map portion of the Growth Policy as Multi-Family. As such, the requested zoning is consistent with the Laurel Growth Policy.
- ✓ The proposed assignment of RMF meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel RMF Zone is listed along with other Residential 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. .

- ✓ 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 city has the ability to provide services to the property both existing and proposed.

### **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 all of the property proposed for annexation as Multi-Family.
  - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
  - The Residential Multi-Family Zone 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 will allow development of the property consistent with surrounding uses of 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 the property as Multi-Family.
  - Multi-Family development must be constructed in accordance with the prevailing International Code Council standards.
  - Adequate public infrastructure exists or can be readily extended/expanded to serve the development at RMF densities.

Finding:

The requested zoning will not have an adverse 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 the property as Multi-Family as a future land use.
  - 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 proposed RMF, provides restrictions on structure height, setbacks, lot coverage. These standards exist to provide open spaces and adequate light and air.
  - 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 RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.

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 RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.
  - The subject property is large enough to provide 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 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.
  - 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 consistent with the Growth Policy.
  - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
  - The water and sewer infrastructure proposed with the annexation is adequate for the intended use of the property.

Finding:

The requested zoning is consistent with surrounding uses, the Growth Policy and 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 consistent with the Growth Policy.
  - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
  - The water and sewer infrastructure proposed with the annexation is adequate for development of the property that is consistent with the requested RMF zoning.

Finding:

The requested zoning is in keeping with the character of the development in the area. 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 the proposed use is substantially similar to or complementary to surrounding buildings and uses.
  - The requested zoning is consistent with the Growth Policy.
  - The proposed zoning is a logical transition/replacement of County for City, it is not anticipated that there would be any adverse 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 consistent with the Growth Policy.
  - The requested zoning is consistent with the prevailing land uses and zoning surrounding the property.
  - A healthy mix of land uses encourages growth and development in the community as a whole. The addition of RMF at this location will benefit not only the housing in Laurel but the need for support and other essential services.

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 Laurel Multi-Family (RMF) 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 Mr. Hull.

**RECOMMENDATION**

The Laurel – Yellowstone City County Planning Board recommend that the Laurel City Council adopt the Findings of Fact outlined in this Recommendation and approve the Annexation and Initial Zoning requested by Mr. Hall subject to the following:

- That an Amended Plat or Certificate of Survey suitable for filing with Yellowstone County that describes the tract of land to be Annexed is submitted by the Developer.
- That an Annexation Agreement is submitted for acceptance by the City Council.



Ronald and Marie Waller  
720 West 2<sup>nd</sup> Street  
Laurel, Mt 59044

RYKER RENTALS LLC  
412 WEST 12<sup>TH</sup> STREET  
LAUREL, MT 59044

THOMAS AND CLAUDIA STANTON  
45 N. FOUR COUNERS RD  
BRUSSETT, MT 59318

AUGUST LAHMAN  
107 8<sup>TH</sup> AVE  
LAUREL, MT 59044

SBC RENTALS  
P.O. BOX 387  
WILSALL, MT 59086

JERALD ALLEN  
19 8<sup>TH</sup> AVE  
LAUREL, MT 59044

TOWN AND COUNTRY SUPPLY  
P.O. BOX 367  
LAUREL, MT 59044

PETER AND DORIS KRENELKA  
827 W. MAIN STREET  
LAUREL, MT 59044

MICHAEL HERMAN  
405 WEST 14<sup>TH</sup> STREET  
LAUREL, MT 59044

WARREN & MARCHETA BECKER  
P.O. BOX 579  
LAUREL, MT 59044

FLOYD THOMPSON  
852 W 14<sup>TH</sup> STREET  
LAUREL, MT 59044

LEE VAUGHAN  
836 W. 4<sup>TH</sup> STREET  
LAUREL, MT 59044

DENNIS AND TAMERA STORCK  
826 W 4<sup>TH</sup> STREET  
LAUREL, MT 59044

LAUREL DEPOT LLP  
4799 ECHO DRIVE  
HELENA, MT 59602

MAURICE AND SUSAN KAISER  
1318 MEADOW CIR.  
LAUREL, MT 59044

BOLLE FAMILY TRUST  
913 3<sup>RD</sup> AVE  
LAUREL, MT 59044

CHENNARC INC.  
915 LONGHORN CT.  
HARDIN, MT 59034

GREG LAUREL ENTERPISE GROUP  
2930 OLD HIGHWAY 10 W.  
LAUREL, MT 59044

KEATON MCGEE  
102 8<sup>TH</sup> AVE.  
LAUREL, MT 59044

LAUREL PROPERTIES LLC  
P.O. BOX 1162  
LAUREL, MT 59044

PEGGY WILLIAMS  
102 8<sup>TH</sup> AVE. APT D  
LAUREL, MT 59044

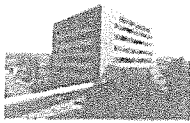
RICCI AND DIANNA FRANCIS  
102 8<sup>TH</sup> AVE. APT. C  
LAUREL, MT 59044

MONNA RAE ADICKES  
102 8<sup>TH</sup> AVE APT B  
LAUREL, MT 59044

TERRY AND DAWN POWLES LAND  
102 8<sup>TH</sup> AVE. APT D  
LAUREL, MT 59044

CITY OF LAUREL  
P.O BOX 10  
LAUREL, MT 59044





## Yellowstone County, Montana

**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 Owner 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 ID: D02616

#### Primary Party

Primary Owner Name: HULL, LANCE [Ownership History](#)

2021 Mailing Address: HULL, LANCE  
1009 DAVIS CIR  
LAUREL, MT 59044-3647

#### Property Address:

Township: 02 S Range: 24 E Section: 08  
Certificate of Survey: 1642 AMD Parcel: A1  
Full Legal: S08, T02 S, R24 E, C.O.S. 1642 AMD, PARCEL A1, AMND LESS  
HERMAN ADD  
GeoCode: 03-0821-08-4-05-16-0000

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

### Property Assessment Information

Levy District: LAUREL OUTSIDE W/PLANNING

#### 2021 Assessed Value Summary

Assessed Land Value = \$ 59,755.00  
Assessed Building(s) Value = \$ 0.00  
Total Assessed Value = \$ 59,755.00

#### Assessed Value Detail Tax Year: 2021

Class Code	Amount
2101 - Tract Land = \$	59,755.00
Total = \$	59,755.00

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](tel:406-896-4000).

### Rural SID Payoff Information

NONE

### Property Tax Billing History

Year	1st Half	2nd Half	Total
<u>2000</u>	205.35 P	205.33 P	410.68
<u>2001</u>	205.88 P	205.88 P	411.76
<u>2002</u>	207.67 P	207.65 P	415.32
<u>2003</u>	221.64 P	221.62 P	443.26
<u>2004</u>	106.90 P	106.89 P	213.79

## Yellowstone County Property Tax Information

<u>2005</u>	118.24 P	118.24 P	236.48
<u>2006</u>	122.30 P	122.28 P	244.58
<u>2007</u>	121.88 P	121.86 P	243.74
<u>2008</u>	116.22 P	116.20 P	232.42
<u>2009</u>	139.58 P	139.58 P	279.16
<u>2010</u>	0.00	50.00 P	50.00
<u>2010</u>	162.06 P	162.06 P	324.12
<u>2011</u>	169.50 P	169.47 P	338.97
<u>2012</u>	182.71 P	182.69 P	365.40
<u>2013</u>	50.00 P	0.00	50.00
<u>2013</u>	184.08 P	184.06 P	368.14
<u>2014</u>	183.82 P	183.80 P	367.62
<u>2015</u>	147.27 P	147.26 P	294.53
<u>2016</u>	149.70 P	149.69 P	299.39
<u>2017</u>	50.00 P	0.00	50.00
<u>2017</u>	181.55 P	181.54 P	363.09
<u>2018</u>	200.33 P	200.31 P	400.64
<u>2019</u>	184.82 P	184.80 P	369.62
<u>2020</u>	192.48 P	192.47 P	384.95

(P) indicates paid taxes.

Click on year for detail. [Pay Taxes Online](#)**Jurisdictional Information**Commissioner Dist: 1 - [John Ostlund \(R\)](#)Senate: 28 - [Brad Molnar \(R\)](#)

House: 55 - Vince Ricci (R)

Ward: Outside City Limits

Precinct: 55.3

Zoning: R200-Residential Tracts

[Click Here to view Billings](#)[Regulations](#)[Click Here to view Laurel](#)[Regulations](#)[Click Here to view Broadview](#)[Regulations](#)[Click Here to view Yellowstone](#)[County Regulations](#)

School Attendance Areas

High: LAUREL

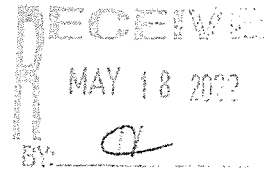
Middle: LAUREL

Elem: LAUREL

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



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: Lance Hull  
Address: 1009 Davis Circle Laurel, MT 59044  
Phone: 406-208-5920
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: S08, T02, R24E, C.O.S. 1642 AMD, Parcel A1 AMD LESS HERMAN ADD  
Lot size: 1 Acre  
Present use: Vacant  
Planned use: Multi Family Housing  
Present zoning: R7500 Requesting RMF  
(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 Corner of 8<sup>th</sup> Ave + 1<sup>st</sup> ST W  
Cost of extension of approved service: \$20,000  
How cost determined: Rough Estimate from G+T Plumbing  
Timeframe for installation: 3 Weeks

Sewer Service:

Location of existing main: NW Corner of 8<sup>th</sup> Ave + 1<sup>st</sup> ST W  
Cost of extension of approved service: \$11,500  
How cost determined: Rough Estimate from G+T Plumbing

Timeframe for installation: 3 weeks  
How financed: Construction Loan

Streets:

Is there any adjoining County ROW to the proposed

annexation: No

Location of existing paved access: 8th Ave + 1st St W

Cost of paving: \$104,000

How cost determined: \$400/linear foot

Timeframe for construction: 18 Months

Other required improvements: Provide above information on attached pages.

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
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 \_\_\_\_\_.

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

RECEIVED  
MAY 18 2022  
BY: CL

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.
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Lot size: 1 Acre  
Present use: Vacant  
Planned use: Multi Family Housing  
Present zoning: R7500 Requesting RMF  
(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 Corner of 8<sup>th</sup> Ave + 15<sup>th</sup> ST W  
Cost of extension of approved service: \$20,000  
How cost determined: Rough Estimate from G+T Plumbing  
Timeframe for installation: 3 Weeks

Sewer Service:

Location of existing main: NW Corner of 8<sup>th</sup> Ave + 15<sup>th</sup> ST W  
Cost of extension of approved service: \$11,500  
How cost determined: Rough Estimate from B+T Plumbing

Timeframe for installation: 3 weeks  
How financed: Construction Loan

Streets:

Is there any adjoining County ROW to the proposed annexation: No

Location of existing paved access: 8<sup>th</sup> Ave + 13<sup>th</sup> St W

Cost of paving: \$104,000

How cost determined: \$400/linear foot

Timeframe for construction: 18 Months

Other required improvements: Provide above information on attached pages.

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
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.
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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 \_\_\_\_\_.



AFFIDAVIT OF WAIVER OF PROTEST  
BEFORE THE CITY COUNCIL  
OF THE CITY OF LAUREL, MONTANA

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

The undersigned hereby waives protest to the annexation of the property described below by the City of Laurel. Undersigned also waives their right to seek judicial review under M.C.A. § 7-2-4741 (2007), subsequent to the City's annexation of the below described property.

The undersigned hereby additionally waives protest to the creation of future Special Improvement District(s) created and/or formed for future street improvements including, but not limited to, paving, curb, gutter, sidewalk and storm drainage or any other lawful purpose.

This Affidavit is submitted pursuant to and as a part of the Annexation Agreement and future contemplated Subdivision Improvement Agreement (SIA) with the City of Laurel.

This Affidavit of Waiver shall run with the land and shall forever be binding upon the Grantee, their transferees, successors and assigns.

LEGAL DESCRIPTION OF THE PROPERTY:

"S08, T02, R24E, C.O.S. 1642 AMD, Parcel A1, AMND"

DATED this 3 day of May, 2022.

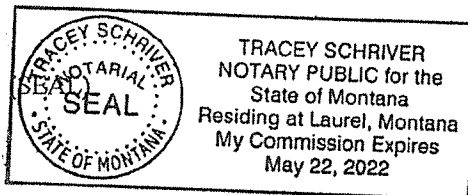
[Signature]

Grantee Name  
(Company..)

STATE OF Montana )  
County of Yellowstone ) ss.

On this 3 day of May, 2022, personally appeared before me,  
Lance Hull proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) are subscribed to this instrument, and acknowledged the he/she/they executed  
the same.

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



[Signature]  
Notary Public for the State of Montana  
Residing at: Laurel MT  
My Commission Expires: 5-22-2022



MINUTES  
CITY OF LAUREL  
CITY/COUNTY PLANNING BOARD  
WEDNESDAY, JUNE 15, 2022  
5:35 PM  
CITY COUNCIL CHAMBERS

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

1. Roll Call

The Chair called the meeting to order at: 5:50pm

Present:

Jon Klasna  
Roger Giese  
Evan Bruce  
Dan Koch  
Judy Goldsby  
Kurt Markegard, Forrest Sanderson (City of Laurel)

Absent:

Gavin Williams  
Ron Benner

Others

Scott Hooper  
Gage Hull  
Richard Herr

**General Items**

2. Meeting Minutes: May 18th, 2022

Dan moved to accept the minutes of the May 18<sup>th</sup>, 2022, planning board meeting and Jon seconded the motion. All members voted aye.

**New Business**

3. Sign Permit Review; On Target Outdoors

Judy presented the application for sign permit and stated that all appeared to conform to the regulations. Evan questioned if there were signs on the building for the front and back. Judy answered that there were signs on both sides of the building.

John asked if there was going to be exterior lighting on the signs and the applicant answered that there would be exterior lights on the building illuminating the signs.

Evan moved to approve the On Target sign application and John seconded the motion. All members voted to approve the sign permit.

4. Beehive Minor Subdivision- lift agriculture restrictions

Judy introduced the subdivision application to the planning board and the lifting of the agriculture restrictions. Forrest informed the board that they should approve the subdivision with the five conditions as noted in the staff report. Forrest gave the background information on the property and the building of the storage units. Forrest told the board that the preliminary plat approve does not need a public hearing as it is the first minor subdivision of land. Forrest stated that as a first minor subdivision, park land dedication is also not required. Forrest asked for questions of the board. John asked Forrest how the storage units got built being on agricultural restrictions land. Forrest gave the board an explanation of how the property was identified as being in violation of the agriculture restrictions. A certificate of survey was submitted for an exempt boundary location and Forrest and Kurt identified the property as being agriculture restricted and the property was in violation of the agriculture restrictions. The applicant's agent Performance Engineering was informed, and they property owner is now going through the legal process to fix the issue. Forrest asked the board not to hold the violation against the property owner and to proceed with subdivision process.

Dan asked about fire protection and Forrest asked Taylor from Performance to answer that question.

Evan asked about affordable housing needs. Forrest indicated that the building of storage units is in alignment with affordable housing and the need to have storage units is needed to help affordable housing have locations to store items that will not fit at affordable housing locations.

Evan asked if it is in the flood plain and Forrest said it is not. Evan asked if the geotechnical plan been done. Forrest did not know if a geotechnical report had been completed before they built the storage units.

Taylor with Performance Engineering that lives at 608 North 29<sup>th</sup> Street in Billings Mt. Taylor gave a description of the property and their efforts to correct the violation. They DEQ has been contacted and they have gotten approval to move forward. The fire tank is not need as they are less than a three-lot subdivision and that is not needed for this subdivision.

Evan asked about the life span of the buildings. Taylor said 40 to 50 years if not longer.

Roger asked about the marijuana facility and Taylor said that the business in not on the subject property. In the future if they move the common boundary line that business's current lease would expire.

Judy asked if there was any further discussion and if not, she would accept a motion for approval. Roger moved to accept the preliminary plat of Beehive Subdivision and Jon seconded it. All board member voted to approve the motion.

##### 5. Public Hearing for Lance Hull annexation and zoning of Laurel Residential Multiple Family (RMF).

Judy read the introduction of the application for annexation. Forrest gave the board the background information on the land and read the staff report and the annexation process. The annexation must be in the best interests of the city and must meet the standards for public infrastructure. The findings of facts meet or exceeds the standards of annexation. An annexation agreement needs to be drafted. The subject property is vacant, and the zoning needs to be R7500 of greater. The property is identified in the Laurel growth policy as a area of growth. The annexation must meet the twelve points test for initial zoning. The recommendation from staff does meet the twelve-point test and staff recommends the initial zoning of RMF. The annexation agreement must be approved by the city council at a future meeting.

Forrest asked that the only objection to the annexation be read into the record. Judy read into the record the email that Kurt received from Monna Rae Adickes, 102 8<sup>th</sup> Ave Unit B, Laurel MT 59044. That email is attached to these minutes.

Forrest answered some of the concerns of the letter from Ms Adickes. The property will be RMF and anything available in that zoning would be allowed. The property use is not what is to be discussed this evening and anything is possible in the RMF regulations.

Forrest also addressed the floodplain issue and the property itself is not in the floodplain.

Jon asked Forrest for clarification on the property location. Forrest indicated the location and Kurt pulled it up on the tv screens to help identify the location.

Evan asked about the area around the property and the street locations. Kurt informed the board that the utilities have been stubbed to the west of 8<sup>th</sup> avenue.

Gage Hull spoke for his father and informed the board of his knowledge of the plans for the project and annexation.

Judy opened the public hearing and asked for proponents three times. Judy asked for opponents three times. Seeing no further discussion, Judy closed the public hearing.

Judy asked for a motion to send the annexation and initial zoning of RMF to the Laurel City Council. Evan made the motion and Jon seconded it. All board member voted to send it to the City Council as a recommendation for approval.

### **Old business**

There was none.

### **Announcements**

Kurt informed the board about vacancies on the board.

Kurt gave an update on the planner vacancy

Kurt also gave an update the building official vacancy.

Kurt and Forrest also gave the board the attempt to change state law to allow more living units on residential property that are meant for single family homes.

6. Next Meeting: July 20<sup>th</sup>, 2022

7. Motion to Adjourn

Dan made a motion to adjourn the meeting and Jon seconded it. The vote to adjourn was unanimously approve. The meeting was adjourned at 7:00 pm.

**From:** [monna.rae.adickes@gmail.com](mailto:monna.rae.adickes@gmail.com)  
**To:** Kurt Markegard  
**Subject:** Lance Hull Annexation  
**Date:** Sunday, June 12, 2022 2:53:15 PM

---

To Mr. Kurt Markegard, Director of Public Works and the Laurel Planning Board and Zoning Commission,

I am against the Annexation of this parcel of land to the City of Laurel.

I am in favor of the City of Laurel growing in manner in which serves the good of all Laurel residents.

For:

Laurel is growing and there is demand for affordable housing.

There is a high demand for entry level townhouses designated for the Senior population.

Against:

Developing land in a designated FEMA Flood Plain.

High-Density Housing: potential high crime and no place for the children to play.

Currently there are too many road approaches in such a short distance on 8<sup>th</sup> Ave, especially taking into consideration the traffic off of Old Highway 10

Questions that I have:

- Will 1<sup>st</sup> Street be the only access point to this project?
- Will there be a connection from 2<sup>nd</sup> Street also?
- Who will be responsible for the cost to extend 1<sup>st</sup> Street and all the infrastructure?
- **This area is in a FEMA Flood Zone.**
- What drainage has been considered for this parcel?
- What is the City's solution or proposal to eliminate the FEMA Flood Zone Classification from this area?
- How many units will be built on this 1-acre parcel?
- What type of housing will it be? Townhouses, condos, or mobile homes?
- Will the units be rentals, or will they be sold to individuals?
- If approved what will the zoning be?
- How will High Density zoning effect the value of neighboring properties?

Please place my name of record as being **AGAINST** the annexation of this parcel.

Monna Rae Adickes

102 8<sup>th</sup> Ave Unit B

Laurel MT 59044

406-860-4284

**STAFF REPORT**  
**LANCE HULL**  
**Annexation and Initial Zoning**

**Applicant:**

Lance Hull  
1009 Davis Circle  
Laurel MT 59044

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

**Request:**

Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1, Less Herman Addition. An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

**Process:**

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, June 15, 2022. Though not yet scheduled the matter could be considered by the Laurel City Council at a Work Session on July 5 and taken up as an action item on July 12, 2022.

**Analysis of the Request**

- The Mr. Hull represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy designates the property as a 'growth area' of the city.
- The current use of the property is vacant.
- The requested zone City Laurel Multi-Family (RMF) 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 Residential Tracts 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'.

- 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.
- The property is situated such that street rights-of-way will need to be dedicated to the City on the northern and southern property lines. The dedication of the northern segment will need to be coordinated with the developer of that tract.

#### Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ 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 property as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of Mr. Hull to construct a Residential a Multi-Family complex on the property. The only way the development plan works is to extend the City water and sewer systems to the proposed development.
- ✓ The subject property was included as 'future growth area' in the Growth Policy adopted by the City of Laurel. Additionally, the property has been identified on the Laurel Future Land Use Map portion of the Growth Policy as Multi-Family. As such, the requested zoning is consistent with the Laurel Growth Policy.
- ✓ The proposed assignment of RMF meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel RMF Zone is listed along with other Residential 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. .
- ✓ 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 city has the ability to provide services to the property both existing and proposed.

## 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 all of the property proposed for annexation as Multi-Family.
  - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
  - The Residential Multi-Family Zone 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 will allow development of the property consistent with surrounding uses of 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 the property as Multi-Family.
  - Multi-Family development must be constructed in accordance with the prevailing International Code Council standards.
  - Adequate public infrastructure exists or can be readily extended/expanded to serve the development at RMF densities.
- Finding:  
The requested zoning will not have an adverse 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 the property as Multi-Family as a future land use.
  - 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 proposed RMF, provides restrictions on structure height, setbacks, lot coverage. These standards exist to provide open spaces and adequate light and air.
  - 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 RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.

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 RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.
  - The subject property is large enough to provide 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 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.
  - 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 consistent with the Growth Policy.
  - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
  - The water and sewer infrastructure proposed with the annexation is adequate for the intended use of the property.

Finding:

The requested zoning is consistent with surrounding uses, the Growth Policy and 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 consistent with the Growth Policy.
  - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.

- The water and sewer infrastructure proposed with the annexation is adequate for development of the property that is consistent with the requested RMF zoning.

**Finding:**

The requested zoning is in keeping with the character of the development in the area. 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 the proposed use is substantially similar to or complementary to surrounding buildings and uses.
- The requested zoning is consistent with the Growth Policy.
- The proposed zoning is a logical transition/replacement of County for City, it is not anticipated that there would be any adverse 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 consistent with the Growth Policy.
- The requested zoning is consistent with the prevailing land uses and zoning surrounding the property.
- A healthy mix of land uses encourages growth and development in the community as a whole. The addition of RMF at this location will benefit not only the housing in Laurel but the need for support and other essential services.

**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 Laurel Multi-Family (RMF) 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 Mr. Hull.

## PUBLIC HEARING NOTICE

### **Lance Hull Annexation:**

The Laurel City Council will conduct a public hearing at 5:35 p.m., or as soon as practicable thereafter, on Tuesday, August 9, 2022, in the City Council Chambers of Laurel City Hall (115 West 1<sup>st</sup> Street, Laurel Montana) on a request submitted by Lance Hull. Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acre of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Residential Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition. An annexation Exhibit has been submitted in support of the Petition and Requested Initial Zoning. All documents related to this petition/request are available for inspection in the Office of the Laurel Planner, 115 West 1<sup>st</sup> Street, during regular business hours.

The City Council will consider the recommendation of the Planning Board and Zoning Commission in addition to requirements of City Resolution R-08-22 (City Annexation Policy), the processes and considerations afforded under 7-2-4601 et. seq. MCA (Annexation by Petition) and 76-2-301 et. seq. MCA (Municipal Zoning), the benefits to the City of Laurel, and the appropriateness of the requested initial Zoning Designation. In particular the City Council must consider the current Laurel Growth Policy, the prevailing use of the subject property, and existing County Zoning, if any. Following the Public Hearing, the City Council may make a decision regarding the Petition for Annexation as well as the Requested Initial Zoning Designation.

Questions concerning this request should be directed to Kurt Markegard, Director of Public Works by phone (406) 628-4796 or electronically at [kmarkegard@laurel.mt.gov](mailto:kmarkegard@laurel.mt.gov). Written/e-mailed comments will be accepted until 5:00 p.m. MST on Tuesday, August 2, 2022 and can be submitted in person, by mail or electronically to the following addresses:

Laurel Public Works Department  
Attn. Kurt Markegard (Lance Hull Annexation)  
115 West 1<sup>st</sup> Street  
Laurel MT 59044

E-mail:

[kmarkegard@laurel.mt.gov](mailto:kmarkegard@laurel.mt.gov) Be sure to include "Lance Hull Annexation" in the Subject Line!

The City of Laurel is committed to open and transparent government and associated public decision-making processes. Public comment is encouraged.

Publish July 22, 2022 and July 29, 2022.

**File Attachments for Item:**

20. Resolution No. R25-22 - A Resolution Of The City Council Approving The Expedited Subdivision Application For The McLelland Subdivision.

## **RESOLUTION NO. R25-22**

### **A RESOLUTION OF THE CITY COUNCIL APPROVING THE EXPEDITED SUBDIVISION APPLICATION FOR THE MCLELLAND SUBDIVISION.**

WHEREAS, applicant Leonard McLelland (hereinafter “the applicant”) submitted to the City of Laurel a request for an expedited subdivision approval;

WHEREAS, the proposed 2 lot subdivision is located on East Maryland Lane and Alder Avenue, with an address for the existing house of 708 East Maryland Lane;

WHEREAS, the legal description is Tract B1-A1 of Amended Tract B1-A of COS 2385 and consists of 2.094 acres (hereinafter “the subdivision”);

WHEREAS, the subdivision is located within the Laurel-Yellowstone County Planning Jurisdiction and the City of Laurel City limits;

WHEREAS, the subdivision qualifies for expedited review under the Laurel subdivision regulations consistent with the Laurel Growth Policy;

WHEREAS, the applicant has provided all of the supporting subdivision elements as per Appendix H of the Laurel-Yellowstone County Subdivision Regulations, and the documents provided by the applicant were deemed sufficient by the City of Laurel Planning Department and reviewed by the City’s contracted Planner;

WHEREAS, Section 16.03.110 Part F of the Laurel Municipal Code provides as follows:

Governing Body Action. At a regularly scheduled meeting, the AGB shall consider the following information in deciding whether to approve or deny a final plat:

1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety (MCA§ 76-3-608 {3}(a));
2. Consistency with the adopted Growth Policy and Bike/Ped Plan; and
3. These subdivision regulations.
4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (MCA§ 76-3-608(5)(b)). The governing body may not deny approval of a subdivision based solely on the subdivision's

impacts on educational services (MCA§ 76-3-608(1)), or based solely on compliance with the Growth Policy (MCA §76-3-605{2}(b)).

5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (MCA§ 76-3-608(4)).

6. After all required signatures have been obtained, the plat shall be recorded with the county clerk and recorder within twelve (12) months of the date of approval.

WHEREAS, City Staff recommends that the Laurel City Council approve the expedited subdivision to be known as McLelland Subdivision and further recommends that the applicant has 12 months to receive all signatures required for the subdivision plat, SIA, and supporting documents to be recorded with the County Clerk and Recorder; and

WHEREAS, the Laurel City Council considered all factors under the Laurel Municipal Code and all governing Subdivision regulations and finds as follows:

Agriculture Impacts.

a. There are no agriculture impacts as this subdivision is within the City of Laurel and zoned as a residential use.

Agricultural water user facilities Impacts.

- a. No water rights have been conferred to the subdivider or future owners of the lots within the subdivision.
- b. Existing irrigation and other related water user facilities shall not be changed or modified from their current use.

Local Services Impacts.

- a. Fire Service will be provided by the Laurel Volunteer Fire Department (Laurel Fire District).
- b. Law Enforcement shall be provided by the Laurel Police Department.
- c. The property is within the Laurel School District.
- d. The proposed roadways and improvements for existing roadways within and adjacent to the proposed Subdivision will not create a burden for roadway maintenance.

Natural Environment Impacts.

- a. The area of the proposed subdivision exists for residential use already.

b. The applicant has prepared the subdivision design to adequately protect water quality and will not be installing septic systems but will connect to city water and sewer services.

Wildlife and Wildlife Habitat Impacts.

- a. The proposed Subdivision contains no known protected species or those with special status.
- b. The subdivision is located within the Laurel City Limits.

Public health & Safety Impacts.

- a. The water and wastewater system connections will have to be approved by the Public Works Director
- b. The subdivision has been designed to ensure no impact arises for the subdivision or surrounding property regarding water and/or wastewater.

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

- 1. The applicant's request for expedited subdivision approval for the proposed 2 lot subdivision located on East Maryland Lane and Alder Avenue, with an address for the existing house of 708 East Maryland Lane, and a legal description of Tract B1-A1 of Amended Tract B1-A of COS 2385 and consisting of 2.094 acres, is hereby approved.
- 2. The applicant has 12 months to receive all signatures required for the subdivision plat, SIA, and supporting documents to be recorded with the County Clerk and Recorder.
- 3. After all required signatures have been obtained, the plat shall be recorded with the county clerk and recorder within twelve (12) months of the date of approval.

Introduced at a regular meeting of the City Council on the 25<sup>th</sup> day of March 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 25<sup>th</sup> day of March 2025.

APPROVED by the Mayor the 25<sup>th</sup> day of March 2025.

CITY OF LAUREL

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Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney





## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### Staff Review and Recommendation for approval McLelland Subdivision

TO: Laurel City Council  
FROM: Kurt Markegard *K.M.*  
Forrest Sanderson *F.S.*  
RE: Expedited 2-Lot subdivision  
DATE: March 13, 2025

### DESCRIPTION OF REQUEST

An expedited 2-lot minor subdivision application and a document packet was submitted by Sanbell on behalf of Leonard McLelland. The proposed 2 lot subdivision is located on East Maryland Lane and Alder Avenue with an address for the existing house of 708 East Maryland Lane. The legal description is Tract B1-A1 of Amended Tract B1-A of COS 2385 and consists of 2.094 acres. The subdivision is located within the Laurel-Yellowstone City-County Planning Jurisdiction and the City of Laurel City Limits. The subdivision qualifies for expedited review under the Laurel subdivision regulations and is constant with the Laurel Growth Policy.

The applicant has provided all the supporting subdivision elements as per Appendix H of the Laurel-Yellowstone County Subdivision Regulations. The documents provided by the applicant were deemed sufficient by the planning office and reviewed by the City's contracted planner.

Owner: Leonard McLelland  
Legal Description: Tract B1-A1 of amended Tract B1-A of COS 2385  
Subdivision size: 2.09 Acres  
Existing Land Use: Residential Limited Multi- Family  
Proposed Land Use: Residential Limited Multi-Family

### BACKGROUND AND PROCEDURAL HISTORY

- Subdivision Pre-application meeting on December 12, 2024
- Subdivision Application completed on January 28, 2025
- All submitted information was forwarded to County Departments on February 7, 2025
- Comments received back from County Departments on March 11, 2025
- City Council Workshop on 17, 2025
- City Council Meeting Consideration on March 25, 2025

## STAFF FINDINGS

1. The Owner's representatives have submitted an Expedited Subdivision Application and supporting documents.
2. The Application was found to contain all the necessary elements.
3. The Application and its supporting documentation were routed to all city and county departments
4. The expedited subdivision application contains
  - a. The plat of McLelland Subdivision with two lots
  - b. Subdivision Improvement Agreement
  - c. Subdivision Guarantee
  - d. DEQ Municipal Facilities Exclusion
  - e. Declaration of Reciprocal Private Access
  - f. Waiver of Right to Protest
  - g. Vacation of Easement for water line
  - h. Existing COS.
5. Agriculture Impacts.
  - a. There are no agriculture impacts as this subdivision is within the City of Laurel and zoned as a residential use.
6. Agricultural water user facilities Impacts.
  - a. No water rights have been conferred to the subdivider or future owners of the lots within the subdivision.
  - b. Existing irrigation and other related water user facilities shall not be changed or modified from their current use.
7. Local Services Impacts.
  - a. Fire Service will be provided by the Laurel Volunteer Fire Department (Laurel Fire District).
  - b. Law Enforcement shall be provided by the Laurel Police Department.
  - c. The property is within the Laurel School District.
  - d. The proposed roadways and improvements for existing roadways within and adjacent to the proposed Subdivision will not create a burden for roadway maintenance.
8. Natural Environment Impacts
  - a. The area of the proposed subdivision exists for residential use already.
  - b. The applicant has prepared the subdivision design to adequately protect water quality and will not be installing septic systems but will connect to city water and sewer services.
9. Wildlife and Wildlife Habitat Impacts
  - a. The proposed Subdivision contains no known protected species or those with special status.
  - b. The subdivision is located within the Laurel City Limits.

10. Public health & Safety Impacts

- a. The water and wastewater system connections will have to be approved by the Public Works Director
- b. The subdivision has been designed to ensure no impact arises for the subdivision or surrounding property regarding water and/or wastewater.

**GOVERNING BODY REVIEW CRITERIA**

LMC 16.03.110 Part F states:

Governing Body Action. At a regularly scheduled meeting, the AGB shall consider the following information in deciding whether to approve or deny a final plat:

1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety (MCA § 76-3-608 (3)(a));
2. Consistency with the adopted Growth Policy and Bike/Ped Plan; and
3. These subdivision regulations.
4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (MCA § 76-3-608(5)(b)). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services (MCA § 76-3-608(1)), or based solely on compliance with the Growth Policy (MCA § 76-3-605(2)(b)).
5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (MCA § 76-3-608(4)).
6. After all required signatures have been obtained; the plat shall be recorded with the county clerk and recorder within twelve (12) months of the date of approval.

## RECOMMENDATIONS

Staff recommends that the Laurel City Council approves the expedited subdivision to be known as McLelland Subdivision.

1. The applicant has 12 months to receive all signatures required for the subdivision plat, SIA, and supporting documents to be recorded with the County Clerk and Recorder.

## ATTACHMENTS

1. Application Form for expedited review.
2. Redline Copy of Subdivision Plat
3. Comments from City and County departments
4. Subdivision Improvements Agreement
5. DEQ sanitation exclusion
6. Subdivision Guarantee
7. Copy of Amended tract of B1-A COS 2385
8. Vacation of Easement Document
9. Reciprocal Easement Document
10. Concept of Subdivision
11. Pre-application Form

## APPENDIX H

### Expedited Final Plat Application

1. **Name of subdivision:** McLelland Subdivision
2. **Tax ID #** 000D02629B
3. **Location:** 708 EAST MARYLAND LANE, LAUREL, MT 59044 (GEOCODE 03-0821-09-1-04-01-0000)
  - a. **Legal Description:** Tract B1-A1 of C.O.S. 2385 Amending Tract B1-A1/4 in the NE1/4 of S9-T2S-R24E-PMM
  - b. **General location:** The property is directly southwest of the intersection of East Maryland Lane and Alder Avenue -north of Laurel Middle School, east of Grace Bible Church, south of the St. John's Assisted Living Facility, and west of the new elementary school.

#### 4. Name, Address & Telephone Number of Subdivider

- a. **Name:** Leonard C. McLelland
- b. **Address:** 708 EAST MARYLAND LANE, LAUREL, MT 59044
- c. **Telephone:** (406)855-1165

#### 5. Name, Address & Telephone Number of Owner

- a. **Name:** Leonard C. McLelland
- b. **Address:** 708 EAST MARYLAND LANE, LAUREL, MT 59044
- c. **Telephone:** (406)855-1165

6. **Plat Data: Gross Area:** 2.094 AC **Net Area:** 2.094 AC **No. of Lots:** 2

#### 7. List of materials submitted with final application

##### Required:

- a. Final Plat
- b. Subdivision Improvements Agreement and Waiver
- c. Title Report
- d. Red lined check print

**Other:** The check shows a new shared private access easement -both lots will access from the same existing approach off of E. Maryland Lane -a declaration of easement will be filed along with the plat. The check print also refers to a vacation of easement document; the owner is in the process of vacating the water service and private utility easement going across the westerly 25 feet of tract B1-A1 that is for the benefit of tract B1-A2 as shown on the check print. The owner of tract B1-A2, Steven W. Glantz, LLC, will be accessing the city of Laurel water and sewer from Alder Avenue instead of E. Maryland Lane. If this is finalized before the plat is ready it will also be included.

8. **Deed restrictions or covenants?** Yes \_\_\_\_\_ No X ; if yes, please attach copies.

#### 9. Name, address & telephone of professional consultant(s)

**Surveyor/engineer:** Doug W. Pezoldt, PLS & Jesse R. Burns, PLS of SANBELL (Formerly Sanderson Stewart)  
**Address:** 1300 NORTH TRANSTECH WAY, BILLINGS, MT 59102 (406)656-5255

Title 16 - SUBDIVISIONS  
APPENDIX H

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Attorney: N/A

Address:

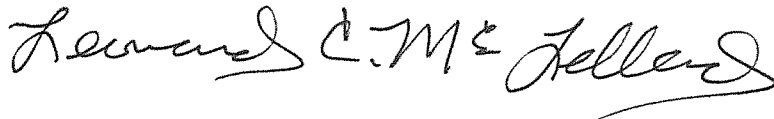
Other:

Address:

I declare that I am the owner of record and that all the statements and information contained in all exhibits transmitted herewith are true and correct. I hereby apply for approval of the final plat of:

Owner/Owners:

Leonard C. McLelland

A handwritten signature in black ink, appearing to read "Leonard C. McLelland", written in a cursive style.

Owners under Contract:

N/A

(Ord. 07-01 (part), 2007)

**Return to:**  
Leonard C. McLelland  
708 East Maryland Lane  
Laurel, Montana 59044

NEED LEGAL DESC. OF  
TRACTS - NOT  
Sec 73/Range

## VACATION

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned,

*W.*  
STEVEN GLANTZ, LLC  
7025 Lake Shore Drive  
Billings, Montana 59106

Does hereby vacate, remise, and release unto

LEONARD C. McLELLAND  
708 East Maryland Lane  
Laurel, Montana 59044

All of the right title, interest, claim and demand to the following real property situated in the NE1/4 of Section 9, T 2 S., R. 24 E., P.M.M., in the City of Laurel, Yellowstone County, Montana, being more particularly described as follows, to wit:

That particular easement for water service and private utilities as shown and described in a Perpetual Right-of-way Easement recorded on June 2nd, 2023, under Document No. 4048388, in the office of the clerk and recorder of Yellowstone County, Montana

TO HAVE AND TO HOLD unto its successors and assigns, forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.





STEVEN W GLANTZ, LLC,  
a Montana limited liability company

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

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

STATE OF MONTANA       )  
  :ss  
County of Yellowstone    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned  
Notary Public for the State of Montana, personally appeared \_\_\_\_\_,  
known to me to be the persons who signed the forgoing instrument as  
\_\_\_\_\_ of STEVEN W GLANTZ, LLC, and  
acknowledged to me that said corporation executed the same. Witness my hand and seal the  
day and year herein above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana



# City of Laurel Planning Department

115 West First Street  
Laurel, Montana 59044  
Phone: (406)628-4796

## ROUTING/COMMENT REQUEST FORM

Attached are a plat and documents submitted to our office for review and comment. Please review these documents and forward it to the next department. Comments can be made in the project text section for this project. For further information contact Nick Altonaga at 628-4796 ext. 5302 or via e-mail at [naltonaga@laurel.mt.gov](mailto:naltonaga@laurel.mt.gov)

Check print McLelland Subdivision		Yellowstone County	
Legal Description: Tract B1-A1 of COS 2385 amending tract B 1-A1		inside Laurel	
Status	Type of Subdivision/Survey	Gross Acreage	
CHECKPRINT	Two lot minor expedited subdivision	2.094 acres	
Applicant	Phone	Surveyor/Engineer	Phone
Leonard McLelland	406-628-4796 ext. 5305 Kurt Markegard	Sanbell	406-656-5255
Attachments			
<input checked="" type="checkbox"/> Check Print, DEQ exclusion, waiver of protest, SIA, supporting docs for DEQ			
Planning Department	Reviewed By	Date R/C	Date out
	Kurt Markegard	January	Feb 7, 2025
Comments: 2nd half taxes are not paid.			
Riverstone Health	Reviewed By	Date R/C	Date Out
	Allan Kitterman	2.8.25	2.15.25
Comments: Amended into city sewer & water. EXISTING Horse should be tied in as well			
County Treasurer	Reviewed By	Date R/C	Date Out
	Paul M. G.	2/25/25	2/25/25
Comments: All 2024 taxes have been paid in full.			
City Attorney (Laurel)	Reviewed By	Date R/C	Date Out
Comments:			
GIS Department	Reviewed By	Date R/C	Date Out
	Alissa Quire	2/26/25	2/26/25
Comments: N/A			
Laurel Public Works	Reviewed By	Date R/C	Date Out
		2-25-2-7-25	2-7-25
Comments:			
Clerk and Recorder	Reviewed By	Date R/C	Date Out
Comments:			

① CORRECT VACATION DOES

Reviewed Ball on  
16th March 11, 2025

**March 4, 2025**

Jeff Martin reviewed the check print for the Plat of McClelland Subdivision prepared by Sanbell. The purpose of the plat is to create a 2-lot subdivision. Leonard C. McClelland owns the parent tract. An SIA, easement, vacation of easements, and a subdivision guarantee accompany the plat. The legal description of the subject tract needs to be added to the vacation of easement documents. Section, Township, and Range is not sufficient. Steven W. Glantz, LLC owns the benefited tract. The middle initial 'W' needs to be added on page 1 of each vacation document. Taxes have been paid in full. (Laurel-McClelland)

**Return to:**  
**Leonard C. McLelland**  
**708 East Maryland Lane**  
**Laurel, Montana 59044**

**SUBDIVISION IMPROVEMENTS AGREEMENT**  
**MCLELLAND SUBDIVISION**  
**CITY OF LAUREL**  
**YELLOWSTONE COUNTY**

I. Variances:	1
II. Conditions that Run with the Land:	1
III. Transportation:	2
A. Streets:	2
B. Sidewalks:	2
C. Street Lighting:	2
D. Traffic Control Devices:	2
E. Access:	2
F. Heritage Trail Plan:	2
G. Public Transit:	2
IV. Emergency Services:	2
V. Storm Drainage:	3
VI. Utilities:	3
A. Water:	3
B. Sanitary Sewer:	3
C. Power, Telephone, Gas, and Cable Television:	3
VII. Parks/Open Space:	3
VIII. Irrigation:	3
IX. Soils/Geotechnical Study:	3
X. Phasing of Improvements:	4
XI. Financial Guarantees:	4
XII. Legal Provisions:	4



**SUBDIVISION IMPROVEMENTS AGREEMENT  
MCLELLAND SUBDIVISION  
CITY OF LAUREL  
YELLOWSTONE COUNTY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between LEONARD C. McLELLAND, whose address for the purpose of this agreement is 708 East Maryland Avenue, hereinafter referred to as "Subdivider/Owner" and CITY OF LAUREL, Montana, hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, the plat of McLelland Subdivision located in the City of Laurel in Yellowstone County, Montana was submitted to the Laurel City-County Planning Board as an expedited plat which was deemed to not require preliminary review; and

**WHEREAS**, this subdivision qualifies as an Expedited Minor Subdivision and therefore does not need to go before the City Council/County Commissioners for preliminary conditional approval; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat; and

**WHEREAS**, the provisions of this agreement shall be effective and applicable to McLELLAND SUBDIVISION upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Laurel Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Laurel, Yellowstone County, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

**I. VARIANCES**

No variances have been requested with this subdivision.

**II. CONDITIONS THAT RUN WITH THE LAND**

- A.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though

## **V. STORM DRAINAGE**

No storm drainage improvements will be constructed with this subdivision.

## **VI. UTILITIES**

The SIA does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater hookup fees in effect shall be submitted with the applications.

Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above. The Subdivider/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made. The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Laurel Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

### **A. Water**

Lot 1 has an existing city water service from the existing public water main in E. Maryland Ln.  
Lot 2 shall have a water service installed as approved by the City of Laurel Public Works Department, the City of Laurel has existing water mains in E. Maryland Ln. and Alder Ave.

### **B. Sanitary Sewer**

Lot 1 has an existing city sewer service connecting to the main in Alder Avenue.  
Lot 2 shall have a sewer service installed as approved by the City of Laurel Public Works Department.

### **C. Power, Telephone, Gas, and Cable Television**

Lot 1 has existing utility services. Lot 2 will be provided utility services in the same manner as Lot 1. No additional utility infrastructure will be constructed with this subdivision. No additional utility easements will be required.

## **VII. PARKS/OPEN SPACE**

There is no parkland requirement for proposed McLELLAND SUBDIVISION as this is a minor subdivision [MCA 76-3-617(3) (a)].

## **VIII. IRRIGATION**

There is a buried irrigation ditch that runs along the west side of Alder Avenue and is part of the Big Ditch Irrigation District. The property owner doesn't appear to be currently accessing it. No apparent water rights are being transferred with this subdivision. No downstream water users will be affected by this subdivision.

## **IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical study was not performed for this subdivision.

## **X. PHASING OF IMPROVEMENTS**

No phasing will occur with this subdivision.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

Subdivider/Owner

\_\_\_\_\_  
Leonard C. McLelland

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 Leonard C. McLelland, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana



### Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), for a period of no more than twenty years from the recording of this waiver, which Yellowstone County may require.

This Waiver and Agreement is independent from all other agreements and is supported by 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.

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

McLELLAND SUBDIVISION

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

Subdivider/Owner

\_\_\_\_\_  
Leonard C. McLelland

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 Leonard C. McLelland, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana



MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY  
MUNICIPAL FACILITIES EXCLUSION

**Subdivision Name:** McLelland Subdivision Number of lots/parcels/units: 2 / 0 / 0

Geocode: 03-0821-09-1-04-01-0000 (this can be found at <http://svc.mt.gov/msl/mtcadastral>)

Are main extensions necessary to serve the subdivision? Yes X No If yes, have plans for the mains been submitted for review? Yes NA No

How will construction of the facilities be financed? By Owner

**Owner Information:**

Owner(s) Name: Leonard C. McLelland  
Print name of owner(s) Signature of all owners of record

Address: P.O. Box 164 Laurel, Montana 59044  
Street or PO Box, City, State, Zip Code

Email: lendee@hughes.net Phone: 406-855-1165

**Consultant Information:**

Company and Address: Sanbell 1300 Transtech Way, Billings, Montana 59102

Email: cscos@sanbell.com Phone: 406-869-3373

**Eligibility Requirements:**

**All of the following criteria must be met:**

- ☒ The project must be provided with adequate municipal water and sewer, solid waste disposal and the municipality must review storm water plans.
- ☒ All the mains necessary to serve the subdivision must be municipality owned, operated and maintained. Privately owned mains or lift stations make the project ineligible for this exemption.
- ☒ The municipality must be a 1<sup>st</sup> or 2<sup>nd</sup> class municipality as described in MCA 7-4-111 or covered under a growth policy pursuant to Title 76, chapter 1.

The project must be one of the following (check applicable box):

- ☒ A new division subject to review under the Montana Subdivision and Platting Act, or
- ☐ Previously divided parcels recorded with Sanitary Restrictions prior to July 1, 1973 or
- ☐ Divisions or parcels of land that are exempt from Montana Subdivision and Platting Act review under 76-3-203 or 76-3-207 (1) (a), (b), (d), (e), or (f)

**Submittal Requirements:**

**All of the following items must be submitted:**

- ☒ This form, signed by the property owner, **and** the municipalities' representative.
- ☒ Copy of Preliminary Plat, COS, Amended Plat or Unit Declaration. The Plat, COS, Am Plat or Unit Declaration must contain the exemption 76-4-125 (1)(d)(i), (ii) or (iii). If using item (iii), the Plat, COS, Am Plat or Unit Declaration must also contain the appropriate Platting Act exemption.
- ☒ Vicinity map showing project location.
- ☒ Applicable zoning ordinances in effect ☒ on file
- ☒ Copy of growth policy, if applicable ☒ on file
- ☒ \$120 processing fee

**Certification:**

I hereby certify that I am licensed to practice engineering in the State of Montana, I am employed directly or retained by the municipality providing service and am authorized to sign on behalf of the municipality. In addition, I hereby certify that:

1. The existing water and wastewater systems are in compliance with the provisions of Title 75, chapters 5 and 6, and
2. The water and wastewater systems have adequate capacity to meet the needs of the project, and
3. The municipality has or will review plans to ensure adequate storm water drainage and adequate solid waste disposal.

\_\_\_\_\_  
(Signature of Professional Engineer)

\_\_\_\_\_  
(Date Signed)

Montana P.E. Number \_\_\_\_\_

*PE Stamp*

Send to: MTDEQ Subdivisions

PO Box 200901

Helena MT 59620-0901

# Guarantee



**SG-08019860**

**File Number: B2537340T**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,  
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

*Issued by:*

**Policy Issuer:**  
**FMT OF BILLINGS, LLC FIRST MONTANA TITLE OF BILLING**  
**2737 MONTANA AVENUE**  
**BILLINGS, MT 59101-1924**  
**PHONE: (406) 248-3000**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*

*400 Second Avenue South, Minneapolis, Minnesota 55401*  
*(612) 371-1111*

*Authorized Signatory*

**ORT Form 3796**  
**(CLTA Guarantee (Rev. 12/94))**

By

*President*

Attest

*Secretary*

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## **GUARANTEE CONDITIONS AND STIPULATIONS**

### **1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

### **2. Exclusions from Coverage of this Guarantee.**

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

### **3. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

### **4. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### **5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.



- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

## **6. Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

## **7. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.  
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

## **8. Determination and Extent of Liability.**

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or



- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

**9. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**10. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

**11. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**13. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**14. Liability Limited to this Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

**Subdivision Guarantee**

Issued by

***Old Republic Title Insurance Company***

Liability: \$1,000.00

Premium: \$200.00

Effective Date: December 30, 2024, at 05:00 PM

Guarantee No: SG08019860

1. Assured: **Sanbell**

2. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**


3. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:  
**Leonard C. McLelland**

4. The land referred to in this Commitment is described as follows:

**That part of the NE1/4, of Section 9, Township 2 South, Range24 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract B1-A1, of Amended Tract b1-A Certificate of Survey No. 2385, on file in the office of the Clerk and Recorder of said County, under Document No. 4048386.**

Countersigned  
**FMT of Billings LLC**

By

  
\_\_\_\_\_  
**Authorized Signatory**



## SCHEDULE B - PART 1

Defects, liens encumbrances or other matters affecting title:

1. General and special taxes and assessments for the First Installment of 2024, which are delinquent in the amount of \$817.15, plus penalties and interest. Tax Code No. D02629B

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

Disabled American Veteran Assistance Program

2. General and special taxes and assessments for the Second Installment of 2024, which are payable in the amount of \$817.15, but not yet due. Tax Code No. D02629B.

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

Disabled American Veteran Assistance Program

3. General and special taxes, and assessments for the year 2025, which are a lien, but not yet computed or payable. Tax Code No. D02629B.

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

Disabled American Veteran Assistance Program

NOTE: General and special taxes and assessments for the year 2023, which are paid in full in the amount of \$1,634.30.

Disabled American Veteran Assistance Program

4. All easements for utilities, services, ditches, roads or trails, or any limitation to access, across the subject property, depicted and referenced in plats or surveys of said property, or apparent from physical examination and inspection of the premises.
5. State of Montana Department of Health and Environmental Sciences Certificate of Subdivision Plat Approval, filed May 22, 1991, under Document No. 1595997.
6. The effect of Declaration of Homestead, executed by Leonard C. McLelland, recorded January 04, 2010, under Document No. 3536334.
7. The effect of Declaration of Homestead, executed by Leonard C. McLelland, recorded August 14, 2014, under Document No. 3714614.

8. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Amended Tract B1-A Certificate of Survey No. 2385, filed June 02, 2023, under Document No. 4048386, but deleting any covenant, condition or restriction indicating a preference limitation or discrimination based upon race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants or restrictions violate 42 USC 3604 (c).
9. Declaration of Water Service and Private Utility Easement recorded June 2, 2023, under Document No. 4048388.

End of Schedule B



AMENDED TRACT B1-A  
**CERTIFICATE OF SURVEY No. 2385**

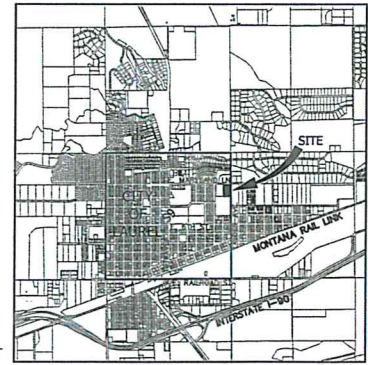
SITUATED IN THE NE1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M.  
IN THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LEONARD C. McLELLAND

APRIL, 2023

PREPARED BY : SANDERSON STEWART

LAUREL, MONTANA



VICINITY MAP  
NOT TO SCALE

**BASIS OF BEARING:** THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS, HAVING A POINT OF ORIGIN AT 45°47'00" LATITUDE AND 108°25'00" LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND CONVERSION SCALE FACTOR AT POINT 307, THE CENTERLINE BRASS DISC MON AT THE INTERSECTION OF WASHINGTON AND E. MARYLAND, IS 0.999995049; THE CONVERGENCE ANGLE IS -01°43'. DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" X 18" YELLOW CAPPED REBAR MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- I SET QUARTER CORNER, AS NOTED
- ✱ FOUND SECTION CORNER, AS NOTED

**RECORD SURVEYS**

- R1: C.O.S. 2385 AM, Doc. No. 3406003 - 2006 - McGee 51575
- R2: C.O.S. 2385 AM, Doc. No. 3390860 - 2005 - Knapp 83775
- R3: C.O.S. 2385 AM, Doc. No. 1595996 - 2005 - Hahn 27955
- R4: C.O.S. 2385, Doc. No. 1398279 - 1986 - Astle 29185
- R5: C.O.S. 1943, Doc. No. 1143464 - 1979 - Sanderson 33625
- R6: ALLARD SUB AM, Doc. No. 27624 - 1910 - Gerhorz ES

**PURPOSE OF SURVEY - FAMILY TRANSFER**

I, the undersigned hereby certify that the purpose of this survey is to create TRACT B1-A2 as shown hereon for transfer to Melody A. Mine, my daughter, and that this is the first transfer of red property to this person by this means.

Therefore, this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(b), M.C.A.

TRACTS B1-A1 and B1-A2 as shown hereon are excluded from review by the Department of Environmental Quality pursuant to Section 76-4-125 (1)(c)(i), M.C.A. which excludes "a remainder of an original tract created by segregating a parcel from the tract for purpose of transfer if the remainder is served by a public or multi-user sewage system approved before January 1, 1997, pursuant to local regulations or this chapter."

*Leonard C. McLelland*  
Leonard C. McLelland

STATE OF MONTANA )  
County of Yellowstone ) ss

On this 19 day of May, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared Leonard C. McLelland, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.



*Heather J. Davis*  
Notary Public in and for the State of Montana

**CERTIFICATE OF SURVEYOR**

STATE OF MONTANA )  
County of Yellowstone ) ss

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of December 2022, a survey was performed under his supervision of a tract of land situated in the NE1/4 of Section 9, T. 2 S., R. 24 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Tract B1-A of Amended Certificate of Survey No. 2385, according to the official plat thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No. 3406003, containing an area of 3.4771 acres, more or less, subject to all easements of record or apparent on the ground.

That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

SANDERSON STEWART

By: *Daniel W. B...*  
Montana License No. 15273 L3

Date: May 19, 2023



DECLARATION OF WATER SERVICE & PRIVATE UTILITY EASEMENT

Document No.: 4048388

CSA 4048388



McLELLAND SUBDIVISION – LOCATED ON TRACT B1-A1 OF COS 2385 AM  
IN NE1/4-S9-T2S-R24E-PMM, CITY OF LAUREL, YELLOWSTONE COUNTY, MT  
CLOSURE CALCS – COMPLETED BY JESSE R. BURNS 01/02/25

**PARENT PARCEL (TRACT B1-A1 OF COS 2385 AMENDING TRACT B1-A)**

**P.O.B. :** North: 126200.71' East: 567754.63' BEGIN

Segment #1 : Line

Course: S 89°32'00" E Length: 299.82'

North: 126198.26' East: 568054.44'

Segment #2 : Line

Course: S 00°16'55" W Length: 303.81'

North: 125894.46' East: 568052.94'

Segment #3 : Line

Course: N 89°39'53" W Length: 299.97'

North: 125896.21' East: 567752.98'

Segment #4 : Line

Course: N 00°18'37" E Length: 304.50'

**P.O.B. :** North: 126200.71' East: 567754.62' END

**Perimeter: 1208.10' Area: 2.0940 AC (91214 SF)**

Error Closure: 0.00 Course: N 18°02'38" W

Error North: 0.003 East: -0.001

**Precision 1: 1208100000.00**

McLELLAND SUBDIVISION – LOCATED ON TRACT B1-A1 OF COS 2385 AM  
IN NE1/4-S9-T2S-R24E-PMM, CITY OF LAUREL, YELLOWSTONE COUNTY, MT  
CLOSURE CALCS – COMPLETED BY JESSE R. BURNS 01/02/25

**NEWLY CREATED LOT 1 OF McLELLAND SUBDIVISION**

**P.O.B. :** North: 126200.71' East: 567754.63' BEGIN

Segment #1 : Line

Course: S 89°32'00" E Length: 144.00'

North: 126199.53' East: 567898.62'

Segment #2 : Line

Course: S 00°28'00" W Length: 43.25'

North: 126156.29' East: 567898.27'

Segment #3 : Curve

Length: 37.89' Radius: 30.00'

Delta: 72°22'09" Tangent: 21.94'

Chord: 35.42' Course: S 35°43'04" E

Course In: S 89°32'00" E Course Out: S 18°05'51" W

RP North: 126156.04' East: 567928.27'

End North: 126127.53' East: 567918.95'

Segment #4 : Curve

Length: 72.86' Radius: 50.00'

Delta: 83°29'22" Tangent: 44.62'

Chord: 66.58' Course: S 30°09'28" E

Course In: S 18°05'51" W Course Out: S 78°24'47" E (NOT-TANGENT)

RP North: 126080.00' East: 567903.41'

End North: 126069.96' East: 567952.40'

Segment #5 : Line

Course: S 89°43'05" E Length: 101.41'

North: 126069.46' East: 568053.80'

Segment #6 : Line

Course: S 00°16'55" W Length: 175.00'

North: 125894.46' East: 568052.94'

Segment #7 : Line

Course: N 89°39'53" W Length: 299.97'

North: 125896.22' East: 567752.98'

Segment #8 : Line

Course: N 00°18'37" E Length: 304.50'

**P.O.B. :** North: 126200.71' East: 567754.63' END

**Perimeter: 1178.87' Area: 1.699 AC (73991 SF)**

Error Closure: 0.01 Course: N 10°43'30" E

Error North: 0.007 East: 0.001

**Precision 1: 117013.00**



McLELLAND SUBDIVISION – LOCATED ON TRACT B1-A1 OF COS 2385 AM  
IN NE1/4-S9-T2S-R24E-PMM, CITY OF LAUREL, YELLOWSTONE COUNTY, MT  
CLOSURE CALCS – COMPLETED BY JESSE R. BURNS 01/02/25

**NEWLY CREATED LOT 2 OF McLELLAND SUBDIVISION**

**P.O.B. :** North: 126199.53' East: 567898.62' BEGIN

Segment #1 : Line

Course: S 89°32'00" E Length: 155.82'

North: 126198.26' East: 568054.44'

Segment #2 : Line

Course: S 00°16'55" W Length: 128.81'

North: 126069.46' East: 568053.80'

Segment #3 : Line

Course: N 89°43'05" W Length: 101.41'

North: 126069.96' East: 567952.39'

Segment #4 : Curve (NON-TANGENT)

Length: 72.86' Radius: 50.00'

Delta: 83°29'22" Tangent: 44.62'

Chord: 66.58' Course: N 30°09'28" W

Course In: N 78°24'47" W Course Out: N 18°05'51" E

RP North: 126080.00' East: 567903.41'

End North: 126127.52' East: 567918.94'

Segment #5 : Curve

Length: 37.89' Radius: 30.00'

Delta: 72°22'09" Tangent: 21.94'

Chord: 35.42' Course: N 35°43'04" W

Course In: N 18°05'51" E Course Out: N 89°32'00" W

RP North: 126156.04' East: 567928.26'

End North: 126156.28' East: 567898.27'

Segment #6 : Line

Course: N 00°28'00" E Length: 43.25'

**P.O.B. :** North: 126199.53' East: 567898.62' END

**Perimeter: 540.04' Area: 0.395 AC (17223 SF)**

Error Closure: 0.00 Course: S 26°25'07" W

Error North: -0.004 East: -0.002

**Precision 1: 531290000.00**



Return to:  
Leonard C. McLelland  
708 East Maryland Lane  
Laurel, Montana 59044

## DECLARATION OF RECIPROCAL PRIVATE ACCESS

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Leonard C. McLelland (the "Owner"), does hereby create a perpetual easement across, over and upon certain real property located in LOT 1 OF McLELLAND SUBDIVISION, in SEC.9, T.2S., R.24.E., P.M.M. in the City of Laurel, Yellowstone County, Montana, more particularly described as follows, to wit:

The portion of Lot 1, according to the official plat of McLelland Subdivision on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. \_\_\_\_\_, being as shown and described on said plat as "NEW 25' WIDE SHARED ACCESS EASEMENT".

The Owner does hereby create this easement for the purpose of constructing, reconstructing, maintaining, operating, repairing, improving, replacing, and using a shared private access and all necessary fixtures and appurtenances through, over, and across said real property.

This private access easement is created for the reciprocal benefit of ingress and egress for the current and future owners of LOT 1 AND LOT 2 OF McLELLAND SUBDIVISION and any future subdivisions thereof, their heirs, executors, successors, administrators and invitees. This easement shall run with the real property and be binding on all parties having any right, title or interest in the described property and shall bind said parties thereof.

\_\_\_\_\_  
Leonard C. McLelland

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public for the State of Montana, personally appeared Leonard C. McLelland, known to me to be the person who signed the foregoing instrument and acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

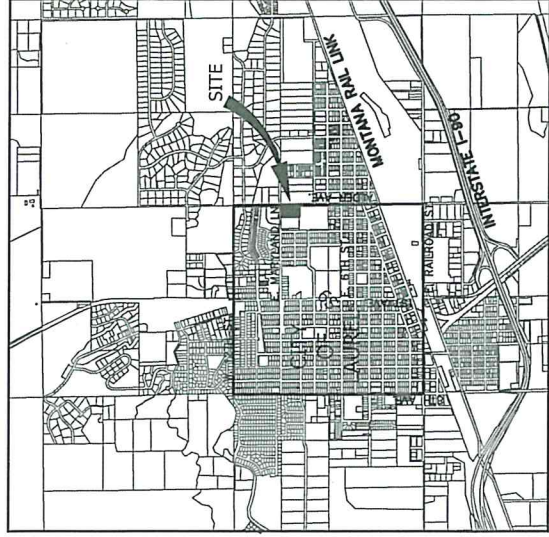
\_\_\_\_\_  
Notary Public in and for the State of Montana



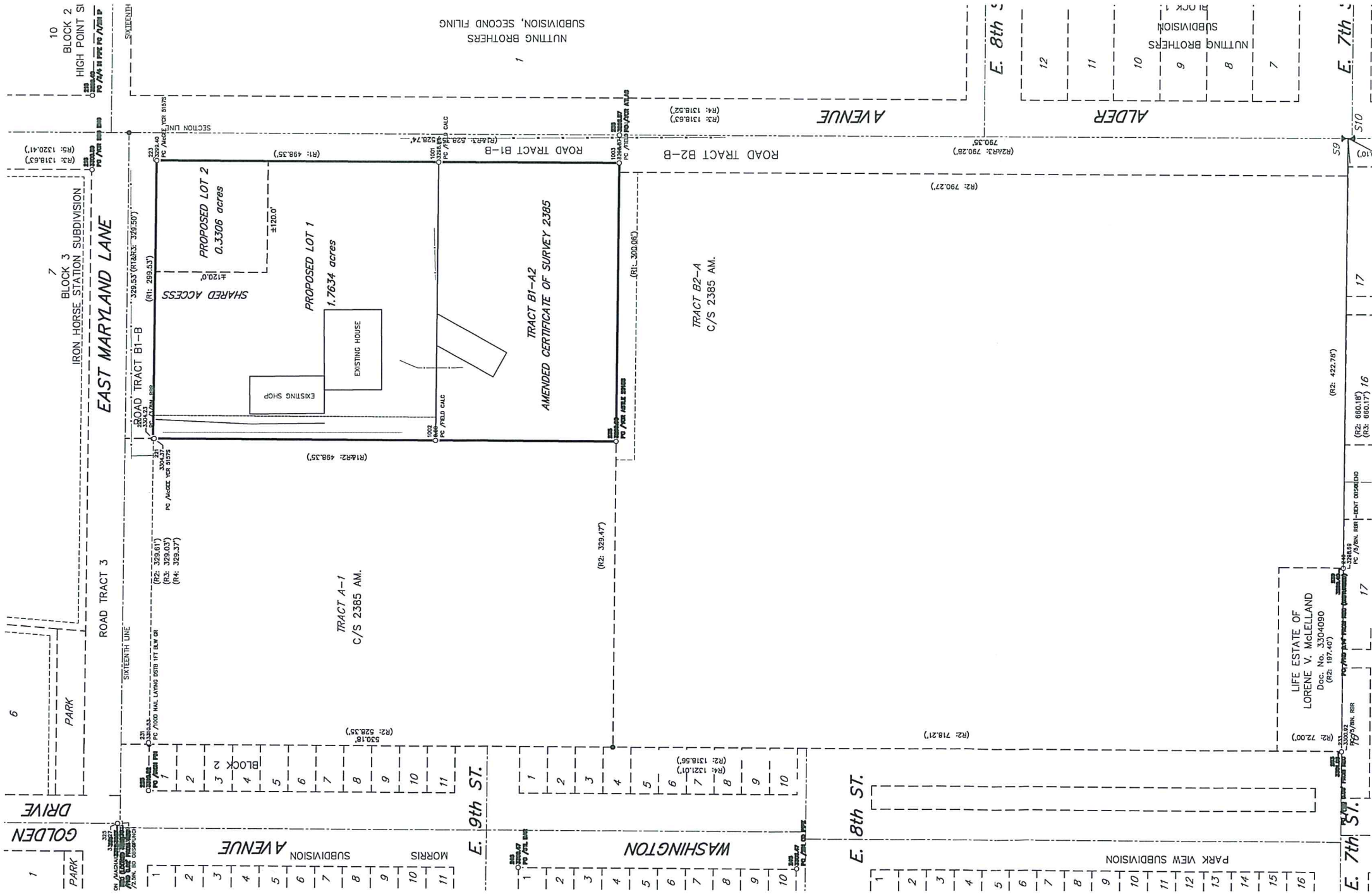
CONCEPT OF  
**McLELLAND SUBDIVISION**  
BEING TRACT B1-A1 OF AMENDED TRACT B1-A, COS 2385  
SITUATED IN THE NE1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M.  
IN THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LEONARD C. McLELLAND  
PREPARED BY : **SANDERSON STEWART**

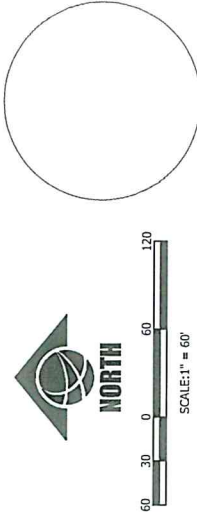
NOVEMBER 2024  
LAUREL, MONTANA



VICINITY MAP  
NOT TO SCALE



PLAT DATA	
GROSS AREA	= 2.0940 ACRES
NET AREA	= 2.0940 ACRES
NUMBER OF LOTS	= 2
MINIMUM LOT SIZE	= 0.2755 ACRES
MAXIMUM LOT SIZE	= 1.8185 ACRES
LINEAL FEET OF STREETS	= NA
PARKLAND REQUIREMENT	= NA
PARKLAND DEDICATION	= NA
EXISTING ZONING	= RLMF
SURROUNDING ZONING:	
NORTH	= RESIDENTIAL
SOUTH	= RESIDENTIAL
EAST	= RESIDENTIAL
WEST	= RESIDENTIAL
EXISTING LAND USE	= RESIDENTIAL
PROPOSED LAND USE	= RESIDENTIAL



RESERVED FOR CLERK AND RECORDS



City of Laurel Pre-Application Meeting Form\*

Application Date: November 7, 2024

Name of Owner: Leonard McLelland Phone: (406) 855-1165

Address: 708 E. Maryland Ln., Laurel, MT 59044

Name of Proposed Subdivision: McLelland Subdivision

Surveyor/Engineer: Sanbell: Doug Pezoldt, PLS

Phone: (406) 656-5255

Address: 1300 North Transtech Way, Billings, MT 59102

Parcel Description: Tract B1-A1 of Amended Tract B1-A, COS 2385

Legal Description: Tract B1-A1 of Amended Tract B1-A, COS 2385

General Location: Parcel Size: 2.094 ACRES

Number of Lots: 2

Existing Zoning: RLMF Proposed Zoning: RLMF

Existing and Proposed Use: Residential

\* This application shall be accompanied by 6 conceptual drawings at least one (1) week in advance of the pre-application meeting.

City of Laurel Received stamp:

PO Box 10 (City)

Laurel, Mt. 59044

406-628-4796

(Ord. 07-01 (part), 2007)



**File Attachments for Item:**

21. Resolution No. R25-23: A Resolution Of The City Council Authorizing The Mayor To Reschedule City Council Meeting Set On Veterans Day.



**RESOLUTION NO. R25-23**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
RESCHEDULE CITY COUNCIL MEETING SET ON VETERANS DAY.**

WHEREAS, the City Council for the City of Laurel (hereinafter “the City”) has a regularly-scheduled City Council Meeting on November 11, 2025 at 6:30 p.m;

WHEREAS, November 11, 2025, is the recognized holiday of Veterans Day;

WHEREAS, the City Council desires to move the November 11, 2025 City Council Meeting to November 10, 2025, beginning at 6:30 p.m.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the November 11, 2025 City Council Meeting is hereby moved from November 11, 2025 at 6:30 p.m. to November 10, 2025 at 6:30 p.m.

Introduced at a regular meeting of the City Council on the 25<sup>th</sup> day of March, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 25<sup>th</sup> day of March, 2025.

APPROVED by the Mayor the 25<sup>th</sup> day of March, 2025.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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