



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

NEXT RES. NO.  
R21-49

NEXT ORD. NO.  
O21-04

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

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

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes of June 22, 2021.

**Correspondence**

2. Fire Monthly Report - June 2021
3. Police Monthly Report - June 2021
4. Building Department Monthly Report - June 2021
5. Beartooth RC&D July 2021 Correspondence

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

6. Public Hearing on Resolution Approving The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel.
7. Public Hearing on Resolution Approving The Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, And Adjacent Right-of-Way As An Addition To The City Of Laurel, Yellowstone County, Montana.

**Consent Items**

**NOTICE TO THE PUBLIC**

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

8. Claims entered through July 9, 2021.
9. Approval of Payroll Register for PPE 6/27/2021 totaling \$230,129.97.

- [10.](#) Council Workshop Minutes of June 15, 2021.

## **Ceremonial Calendar**

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

- [11.](#) Public Works Committee Minutes of May 17, 2021.
- [12.](#) City/County Planning Board Minutes of December 16, 2020.
- [13.](#) City/County Planning Board Minutes of May 19, 2021.
- [14.](#) City/County Planning Board Minutes of June 16, 2021.
- [15.](#) Laurel Urban Renewal Agency Minutes of June 21, 2021.
- [16.](#) Laurel Urban Renewal Agency Minutes of June 28, 2021.
- [17.](#) Safety Committee Minutes of July 21, 2020.
- [18.](#) Safety Committee Minutes of June 16, 2021.
- [19.](#) Park Board Minutes of June 3, 2021.
- [20.](#) Park Board Minutes of July 1, 2021.

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

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

### **Scheduled Matters**

- [21.](#) Resolution No. R21-49: A Resolution Of The City Council Selecting Midwest Fire As The Successful Bidder For The City's Purchase Of A Brush Truck.
- 22. PULLED: Resolution - LURA Large Grant (Moved to 7.20.2021 Workshop)
- [23.](#) Resolution No. R21-50: Resolution Approving The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel.
- [24.](#) Resolution No. R21-51: Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.
- [25.](#) Resolution No. R21-52: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Rossman Masonry LLC For Repairs To City Hall.
- [26.](#) Resolution No. R21-53: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Ace Electric, Inc. For Electrical Work At The City's Sewer Plant.
- [27.](#) Resolution No. R21-54: A Resolution Of The City Council Selecting COP Construction, LLC as The Successful Bidder For The City's Purchase Of A Screw Pump For The City's Waste Water Treatment Plant.
- [28.](#) Resolution No. R21-55: A Resolution Of The City Council Selecting Osseo Construction Co., LLC As The Successful Bidder For The City's Water Tank Recoat Project.

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

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

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

### **Council Discussion**

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

### **Mayor Updates**

### **Unscheduled Matters**

### **Adjournment**



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

### **DATES TO REMEMBER**

**File Attachments for Item:**

1. Approval of Minutes of June 22, 2021.

# MINUTES OF THE CITY COUNCIL OF LAUREL

JUNE 22, 2021

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:31 p.m. on June 2021.

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

COUNCIL MEMBERS ABSENT:      Irv Wilke

OTHER STAFF PRESENT:      None

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

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

## MINUTES:

Motion by Council Member McGee to approve the minutes of the regular meeting of May 25, 2021, as presented, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

## CORRESPONDENCE:

- Fire Monthly Report – May 2021
- Ambulance Monthly Report – May 2021
- Police Monthly Report – May 2021
- Building Department Monthly Report – May 2021
- Re-appointment of Jonathan Klasna to the Laurel City/County Planning Board Letter.
- Laurel Airport Authority Minutes of May 4, 2021.

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

**PUBLIC HEARING:** None.

## CONSENT ITEMS:

- **Claims entered through June 18, 2021.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 5/30/2021 totaling \$202,116.20.**
- **Approval of Payroll Register for PPE 6/13/2021 totaling \$197,219.20.**
- **Clerk/Treasurer Financial Statements for the month of September 2021.**
- **Clerk/Treasurer Financial Statements for the month of October 2021.**
- **Council Workshop Minutes of August 18, 2020.**
- **Council Workshop Minutes of September 1, 2020.**
- **Council Workshop Minutes of February 16, 2021.**
- **Council Workshop Minutes of April 20, 2021.**
- **Council Workshop Minutes of May 4, 2021.**

- **Council Workshop Minutes of May 18, 2021.**

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

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

**CEREMONIAL CALENDAR:** None.

**REPORTS OF BOARDS AND COMMISSIONS:**

- Budget/Finance Committee Minutes of May 11, 2021.
- Budget/Finance Committee Minutes of May 25, 2021.
- Budget/Finance Committee Minutes of June 8, 2021.
- Tree Board Minutes of May 2, 2021.
- Emergency Services Committee Minutes of March 29, 2021.
- Emergency Services Committee Minutes of May 24, 2021.

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

**SCHEDULED MATTERS:**

- **Appointment of Karl Dan Koch to the City/County Planning Board for a two-year term ending 6/30/2023.**

Motion by Council Member Sparks to approve the Mayor's appointment of Karl Dan Koch to the City/County Planning Board for a two-year term ending 6/30/2021, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of Roger Geise to the City/County Planning Board for a two-year term ending 6/30/2023.**

Motion by Council Member Herr to approve the Council's appointment of Roger Geise to the City/County Planning Board for a two-year term ending 6/30/2023, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of Richard Klose to the Cemetery Commission for a two-year term ending 6/30/2023.**

Motion by Council Member Stokes to approve the Mayor's appointment of Richard Klose to the Cemetery Commission for a two-year term ending 6/30/2023, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of David Gauslow to the Cemetery Commission for a two-year term ending 6/30/2023.**

Motion by Council Member McGee to approve the Mayor's appointment of David Gauslow to the Cemetery Commission for a two-year term ending 6/30/2023, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of Jim Irwin to the Emergency Services Committee.**

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

- **Appointment of Kate Manley to the Library Board for a five-year term ending 6/30/2026.**

Motion by Council Member Eaton to approve the Mayor's appointment of Kate Manley to the Library Board for a five-year term ending 6/30/2026, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of Paul Kober to the Park Board for the remainder of a four-year term ending 12/31/2022.**

Motion by Council Member Sparks to approve the Mayor's appointment of Paul Kober to the Park Board for the remainder of a four-year term ending 12/31/2022, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of Walter Widdis to the Tree Board for a three-year term ending 6/30/2024.**

Motion by Council Member Herr to approve the Mayor's appointment of Walter Widdis to the Tree Board for a three-year term ending 6/30/2024, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Appointment of Paul Kober to the Tree Board for a three-year term ending 6/30/2024.**

Motion by Council Member Klose to approve the Mayor's appointment of Paul Kober to the Tree Board for a three-year term ending 6/30/2024, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R21-48: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Green Technology Solutions To Provide Electronics Recycling Drop Off Bins And Related Services At The City's Container Site.**

Motion by Council Member McGee to approve Resolution No. R21-48, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

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

#### **COUNCIL DISCUSSION:**

A Council Member stated he had been contacted about a letter someone had sent into Council. It was clarified that letter was read into the record at the last Workshop. It will be discussed at the next Workshop on July 6, 2021.

Council wished everyone a Happy 4<sup>th</sup> of July.

Emergency Services Committee will meet Monday, June 28, 2021, at 6:00 p.m. in Council Chambers.

#### **MAYOR UPDATES:**

Mayor Nelson listed off the Board vacancies that still need to be filled. They are:

- Laurel Airport Authority (5-year term ending 6/30/2026)
- City/County Planning Board – City (2-year term ending 6/30/2023)
- City/County Planning Board – YCCDR (2-year term ending 6/30/2023)
- Cemetery Commission (2-year term ending 6/30/2022)
- Cemetery Commission (2-year term ending 6/30/2023)
- Public Works Committee (No Term)
- Tree Board (3-year term ending 6/30/2022)



DRAFT

Council Minutes of June 22, 2021

Mayor Nelson reminded Council that June is a 5 Tuesday month. There will be no Council meeting on June 29, 2021.

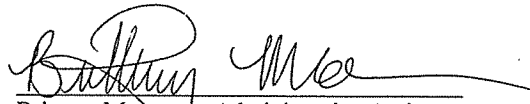
Mayor Nelson reminded Council if they turn on the AC for any of their Board/Commission/Committee meetings to be sure to turn it off before they leave.

**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

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

There being no further business to come before the Council at this time, the meeting was adjourned at 6:58 p.m.

  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 13<sup>th</sup> day of July 2021.

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

Attest:

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

**File Attachments for Item:**

2. Fire Monthly Report - June 2021



# Laurel Fire Department

Report for the Month of Jun-21

	Calls		Hours
Structure Fires	1		30
Wildland Fires	4		32
Extrications	5		54
Other Rescues	2		46
Alarms	5		57
Public Assist	4		30
Severity Staffing			1100
Other calls Medical	4		23
	25	Totals	1372
Fire Prevention			
Total Training			242
Total Maintenance			56
Community Service			
Total			1670

Announcements: DNRC trucks sent to mutual aid request Red Lodge-2 days, Waco 2 days, Custer 1 day.

## Structure Firefighting

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

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

## Wildland Firefighting

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

## Extrications

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

## Other Rescues

Rope Rescue, Water Rescue, Ice Rescue

## Alarms

Any false alarms or malfunctions.

## Other Calls

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

\_\_\_\_\_

**File Attachments for Item:**

3. Police Monthly Report - June 2021





# Laurel Police Department

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

Total Calls

Printed on July 1, 2021

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

[Primary Incident Code->Code : Description] All

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## Code : Description

## Totals

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

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

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

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

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



**File Attachments for Item:**

4. Building Department Monthly Report - June 2021

## CITY OF LAUREL BUILDING DEPARTMENT MONTHLY REPORT

Jun-21			Year to Date 2021		
	Amnt	Valuation		Amnt	Valuation
New Construction			New Construction		
1 Single family	<u>0</u>	<u>\$0</u>	1 Single family	<u>0</u>	<u>\$0</u>
2 Duplex	<u>0</u>	<u>\$0</u>	2 Duplex	<u>0</u>	<u>\$0</u>
3 Multi-Family	<u>0</u>	<u>\$0</u>	3 Multi-Family	<u>0</u>	<u>\$0</u>
4 Hotel/Motel	<u>0</u>	<u>\$0</u>	4 Hotel/Motel	<u>0</u>	<u>\$0</u>
5 Commercial	<u>1</u>	<u>\$1,549,466</u>	5 Commercial	<u>2</u>	<u>\$1,749,466</u>
6 Garage/Carport	<u>1</u>	<u>\$3,000</u>	6 Garage/Carport	<u>2</u>	<u>\$11,957</u>
7 Mobile Home	<u>0</u>	<u>\$0</u>	7 Mobile Home	<u>12</u>	<u>\$149,300</u>
Total New:	<u>2</u>	<u>\$1,552,466</u>	Total New:	<u>16</u>	<u>\$1,910,723</u>
Remodel and Additions			Remodel and Additions		
8 Residential	<u>1</u>	<u>\$12,000</u>	8 Residential	<u>6</u>	<u>\$112,781</u>
9 Commercial	<u>1</u>	<u>\$12,000</u>	9 Commercial	<u>4</u>	<u>\$84,324</u>
10 R. Fence/Roof/Siding	<u>14</u>	<u>\$98,042</u>	10 R.Fence/Roof/Siding	<u>47</u>	<u>\$318,988</u>
11 C.Fence/Roof/Siding	<u>1</u>	<u>\$24,162</u>	11 C.Fence/Roof/siding	<u>6</u>	<u>\$82,048</u>
12 Sign/Temp Structure	<u>1</u>	<u>\$500</u>	12 Sign/Temp Structure	<u>10</u>	<u>\$54,796</u>
Total R & A	<u>18</u>	<u>\$146,704</u>	Total R & A	<u>73</u>	<u>\$652,937</u>
Grand Total:	<u>20</u>	<u>\$1,699,170</u>	Grand Total:	<u>89</u>	<u>\$2,563,660</u>

**File Attachments for Item:**

5. Beartooth RC&D July 2021 Correspondence

## Beartooth RC&D Area, Inc.

### Board of Director's Meeting Agenda

Lunch at 12:30 / Meeting 1:00 P.M.

Thursday, July 15th, 2021

**Conference Number**

605-475-5900

Access code 8472365



<p>1:00 pm</p>	<p><b><u>Meeting Called to Order</u></b></p> <p><b>Pledge of Allegiance, Introduction of Members and Guests</b></p> <p><b>Review May Board Minutes</b></p> <p><b><u>Congressional Updates</u></b>  Maddie Alpert (Sen. Tester)  Tory Kolkhorst (Sen. Daines)  Cade Overstreet (Rep. Rosendale)</p> <p><b><u>Treasurer/Financial Reports</u></b>  1. Treasurer Update  2. RC&amp;D Financials  3. RLF Financials</p> <p><b><u>Staff Reports – Program/Project updates</u></b>  1. Food/Ag Program – Joel Bertolino  2. Revolving Loan Fund – Jillann Knutson  3. Economic Development/ CRDC –  4. Operations Support- Myrna Lastusky</p> <p><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></p> <p><b><u>Next Beartooth RC&amp;D Area, Inc. Board of Directors Meeting</u></b>  <b>September 16th, 2021 - Red Lodge</b></p> <p><b>Adjourn- Social</b></p>	<p>Chair</p> <p>Chair, All</p> <p>Chair, All</p> <p>Knutson Knutson Knutson</p> <p>Bertolino Knutson Lastusky Roe et al</p>	<p>Action</p> <p>Information</p> <p>Information Action Action</p> <p>Information Information Information Information</p> <p>Information</p> <p>Information</p>
<p>2:30 PM</p>			

## Regional Roundup

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:

- 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:

[illegible]



# **Beartooth RC&D Area, Inc. Board of Director's Meeting MINUTES May 20th, 2021**

## **Agenda**

1:00 pm	<b><u>Meeting Called to Order</u></b>	Chair	
	<b>Pledge of Allegiance, Introduction of Members and Guests</b>	Chair, All	
	<b>Review March Board Minutes</b>	Chair, All	Action
	<b><u>Congressional Updates</u></b>		
	Maddie Alpert (Sen. Tester)		
	Tory Kolkhorst (Sen. Daines)		
	Vacant (Rep. Rosendale)		Information
	<b><u>Treasurer/Financial Reports</u></b>		
	4. Treasurer Update	Knutson	Information
	5. RC&D Financials	Knutson	Action
2:30 PM	6. RLF Financials	Knutson	Action
	7. De Federalization of RLF Funds	Knutson	Action
	<b><u>Executive Committee</u></b>		
	1. Executive Committee Activity Report	Van Ballegooyen Van Ballegooyen	Information Information
	<b><u>Deb Brown-EDA Grant Update</u></b>	Simonson	Information
	<b><u>Department of Energy Rare Earth Mineral Research</u></b>	Simonson	Information
	<b><u>Joliet Funding Request</u></b>	Simonson/ Ringer	Action
	<b><u>Staff Reports – Program/Project updates</u></b>		
	5. Food/Ag Program – Joel Bertolino	Bertolino	Information
	6. Revolving Loan Fund – Jillann Knutson	Knutson	Information
	7. Economic Development/ CRDC – Steve Simonson	Simonson	Information
	8. Operations Support- Myrna Lastusky	Lastusky	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
	<b><u>Next Beartooth RC&amp;D Area, Inc. Board of Directors Meeting</u></b>		Information
	<b>July 15th, 2021 - Joliet Luncheon</b>		
	<b>Adjourn- Tour of Beckys Berries new Processing Facility</b>		

## **ATTENDANCE**

### **Board of Directors Meeting May 20<sup>th</sup>, 2021 Minutes**

#### **Members Present:**

Joel Bertolino, BRCD  
Jillann Knutson, BRCD  
Steve Simonson, BRCD  
Myrna Lastusky, BRCD  
Ryan Van Ballegooyen, Billings Job Service  
Bill Foisy, City of Red Lodge  
Lorene Hintz, Big Sky EDA  
Molly Bell, Sen. Tester's Office  
Barb Wagner, Yellowstone Conservation District  
Melanie Roe, Sweet Grass County  
Holly Higgins, First Interstate Bank of Hardin  
Steve Riveland, Stillwater County  
Marvin Carter, City of Laurel  
Dan Lowe, Big Horn County Conservation District

#### **Guests:**

Deb Brown, SaveYour.Town

**Location:** Columbus Fire Hall

**1:00: Meeting called to order.**

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

**Review March Board Minutes** – Minutes were approved by the Board.

#### **Congressional Updates**

- Molly Bell (Sen. Tester)
  - ARPA updates for the region.
  - Taking input on infrastructure before putting the package together.
    - Steve asked her to explain the definition of infrastructure.
      - Roads bridges, broadband, etc.
      - Also, money for fire stations, police stations possibly. Think about things outside the realm of typical infrastructure projects, and let them know of needs.
      - Might be able to add to some existing grant programs.
      - Probably this summer is when this will happen.
    - Steve asked about housing, senior living. Molly wasn't certain, but she said affordable housing is a big issue all over the country. She will share it with policy staffers.
    - [Molly\\_bell@tester.senate.gov](mailto:Molly_bell@tester.senate.gov)

## **Treasurer/Financial Reports**

1. RC&D Financials
  - a. Pg. 13: Things are status quo at this point. One red flag is non-budgeted income – was the result of Stillwater County grants that came through us (just pass-through money).
2. RLF Financials
  - a. One loan getting ready to close soon – goal is June 15. Construction loan.
  - b. Loan activity is very slow – people are holding out to see if and what grants might be available. Beginning of year was crazy, but now people are waiting. Jillann is a little frustrated right now. Clients are less willing to jump on loans.
  - c. Got payoffs from clients, so those are going well.
3. De-federalization of RLF Funds
  - a. EDA funding has \$38,000 in it. Partial EDA grant that was given from back when they did golf tournaments about 20 years ago. Jillann still reports on quarterly and has to go to trainings yearly.
  - b. Funding is so old, they are allowing us to de-federalize the money. It's a whole process, and it must be approved by our Board.
  - c. Each program has a different set of rules, but once it's de-federalized, we can do more with it. E.g. we can't fund alcohol or gaming if it's federal, but possibly we could in the future.
  - d. There are still 4 outstanding loans on that.
  - e. Jillann asked the Board to allow the de-federalization.
  - f. Steph asked if it will go into regular set of funds.
    - i. Jillann would love to put the money into another source, but other funding sources have rules attached. We'll have to keep the account as is, but the rules of it will be gone.
    - ii. Before taking a loan to committee, Jillann makes sure it would fall under the set of rules for it.
  - g. Mel asked if the goal is to put the money in a fund with less strings attached. Jillann said yes.
  - h. Bill asked why the loans are so slow – what can we do to help the process in our counties?
    - i. Jillann: We can present to different groups, like Lions, Elks, etc. Reach out to those who do a lot of loans with us. For example, Holly knows what we are doing and refers us quite a bit. Jillann has reached out to some bankers in the area (wrote a letter and sent to area lenders). Jillann has had a referral to someone regarding a daycare center. A guy in Billings she works with hasn't seen much activity, either. Royce from Bank of Red Lodge sends us stuff, too, but he also hasn't seen much lately. She talked to someone that was a bank referral a few months ago, and he said he loved our program but was holding out to see if there was going to be free money offered.
      1. Bill will talk with Jillann about maybe talking to First Interstate Bank in Red Lodge.
    2. Dan asked which loans just paid off:
      - a. MAV Properties (across from Pub Station). They are a lending institution and just paid us off.
      - b. Wildflower Gardens in Red Lodge (we were in legal with them. They sold the business. We received \$178,000 that was paid out).

- i. Jillann had long discussions with RLF Committee on that one to figure out all the expenses/interest.
- c. Dan said his memory is that we knew some loans would fail when we started the program.
- d. Jillann said about 95% of the losses have NOT been from the business itself failing, but gambling issues, divorce, death, etc. There was one that was just a bad business model, but MOST are personal.
- i. Holly moved to accept the Financials. Dan seconded. Motion carried.
- j. Jillann asked everyone to keep us in mind when working with different organizations for lending or presentations on it.
- k. Mel moved to allow the Treasurer to continue the process of de-federalizing the money, allowing the RLF Committee and Board to give input on how to use the funds in the future.
  - i. Dan seconded. Motion carried.
  - ii. Mel asked how much it would be coming in. Approximately \$40,000 right now – but it could be up to \$100,000 if everyone pays off.
- l. Dan asked if the money could be used as a secondary support to other loans. Jillann said yes, although it's not her favorite because they would have to write separate checks. It's more complicated, but it could definitely be done.

### **Executive Committee**

1. Executive Committee Activity Report
  - a. Discussed having an in-person meeting and had a report from all staff.
  - b. Bid on a new door for the office. Permission granted to obtain bids.
  - c. Discussion of legislation on our radar and whether we needed to advocate for something to support BRCD.
  - d. Bill asked if all the positions are filled on Executive Committee. Ryan said yes, including Marvin in advisory committee.

### **Deb Brown-EDA CARES Act Grant Update**

- Steve introduced Deb, who works with SaveYour.Town. She's working on recovery in the region with BRCD.
- Deb submits a quarterly report of her work with Steve and BRCD.
- Iowa State University did a study and found that the towns that are succeeding are open to new things, not stuck in old ways.
- Idea-friendly Method:
  - Gather your crowd
  - Build connections
  - Take small steps
  - Example: Rose Williamson of the Crow tribe helps people write grants who want to start a new business.
  - Deb posed the question: What if you want a splash pad in your town? But it's so expensive. So set up some little pools and sprinklers with parents and kids in town and sit around and talk about it. Will people show up? (Gather your crowd).
    - Build connections – talk to city council
    - Take small steps – what can you do to move closer to a solution?
- Another example is the Bozeman Trail project we are doing.

- We have been gathering our crowd, and it continues to grow. Working together to build connections and crowd. People are in action, not sitting around a table scheduling more meetings.
- Housing in Lodge Grass is another example.
  - Deb met Mayor Dabney last October. He hired 5 men, and they were cleaning up sidewalks, shot video, and it was shared online. Mayor went and cleaned up two properties on his own, and others started cleaning up their own. Be a role model.
  - We were on tour in Lodge Grass on Tuesday, and they have done SO much now – hauled off broken-down cars, old trees, mowing empty lots, etc.
  - We met with Amish shed guy yesterday and explored the idea of using sheds as tiny houses. Little Big Horn College program can put in plumbing and electrical.
  - Dan mentioned that Lodge Grass has had a bad reputation for years, but they are turning things around.
- Every month Deb and her business partner Becky shoot videos. They have Watch Parties each money ([www.saveyour.town](http://www.saveyour.town)). The first 3 watch parties had more people from Montana than anywhere else.
- 18 months ago Deb spoke at the National Brownfields Conference about filling empty buildings. There are many Brownfields locations just in Carbon County. As a Board we should look for opportunities in this area. Is anyone working on some?
  - Steph: individually in counties, we are aware and want to get them cleaned up.
  - Steve said DEQ has been helpful, but we don't have an assessment grant or RLF to get the program going.
    - Deb asked Molly Bell to put it on her list.
  - Deb said a small step could be posting some info on Facebook to spread the word.
- Joel asked about the timeline of Deb's consultant process. It's a 2-year project, but after the 2 years are up, Deb will still continue to be in touch with BRCD and our region to make sure things are continuing.
- Steve: Different chambers have engaged at different levels – some are willing to try while others don't want anything to do with new ideas.
  - Deb: Not just young people! 2 older men on our Bozeman Trail project have been very excited to get involved & help. We want tourism and economic development in the counties. People who come to see stuff will stay and spend money.

### **Department of Energy Rare Earth Mineral Research**

- Jim Atchison at Coal Strip called Steve. Coal mining and revenues are going downhill. There is an opportunity with the rare earth minerals. Sibanye-Stillwater is doing some things that might fit in with this. Stay tuned.
  - Molly: What is outlook for rare earth minerals in our region? What is available?
    - Steve: Looking to tail the fly ash ponds, but there are residual rare earth minerals in the coals. China has a lock on the market of rare earth minerals, so this could be an opportunity to return an industry to USA.
  - Mel asked Randy:
    - He said they are tracking some of the rare earth minerals and are looking at it a bit – nothing local, but it's on their radar.
  - Steve said there are some pockets in a few counties. Places friendly to mining have a leg up. It's good to have a backup plan in interest of national security.

### **Joliet Funding Request (Steve)**

- We've done community assessments in Big Timber, Laurel, Lockwood, and Red Lodge. We haven't helped financially, but based on Joliet's size, they are asking for some help to do a community assessment.
  - Bill asked about the one in Red Lodge. It was before Steve's time and even before Sue. Jillann thought it was with Chris Mehus.
  - Steve said this would fit in the CRDC budget.
  - Ryan suggested the Board give the Executive Committee a dollar amount to consider & vote on.
    - Steve said Joliet Town Council is meeting on Monday night and will vote whether or not to fund the entire thing.
      - Follow-up Note: Joliet Town Council DID approve funding.
- Bill: How is this different than a growth policy?
  - Steve: Former mayor brought beautification project (to improve facades on Main Street), there is a Bozeman Trail crossing there, etc. Trying to get more community involvement. It's a small step in the idea-friendly method.
    - Deb said she took the mayor and others out in Joliet on Monday to look at things they could do. They got excited about possibilities.
    - Joel said Red Lodge did Main Street revitalization back in 1986, updated in 2006. It brought together a group of people, increased involvement, and gave them a document to look back on. Joliet has none of these things, so this process could be very helpful.
  - We will wait to see what the City Council decides this week.

## **Staff Reports – Program/Project updates**

### **1. Food/Ag Program – Joel Bertolino**

- a. Value-added producer grants – 2 projects referred to us by USDA. Both were direct-market beef projects. Both grants for operating capital to expand business. One in Big Horn County, one in Sweet Grass. Sweet Grass one was completed and sent in, so we'll see.
- b. FADC refunding:
  - i. Background: For a long time, we had to fight for funding every year with legislature and would get one-time funding. Finally got statutory funding. There were 4 centers, then expanded to eight 2 years ago with more funding. Every year there are more organizations who want their piece of the pie.
  - ii. More organizations this year, so there will probably be cuts. There is talk of the Dept of Ag taking funding for administration, which they haven't done in the past. BRCD may take a cut for the FADC.
- c. MT Ag Resiliency Program – ARPA funding for ag projects. Proposal on how to allocate those funds. Looking at Covid-impacted businesses especially.
  - i. We have 6 businesses already interested in those funds if available.
- d. GTA Projects – funding opens in July and is usually due in November.
  - i. Joe Murdock
  - ii. F Bar 3 Vineyard
  - iii. JWK Enterprises LLC
  - iv. Basin Inc. – just completed working with them. Asked for about \$100K
  - v. Charter Ranch Vermicast Soil Amendment – process where they develop soil in an all-natural way to generate low-quality soils.
  - vi. Yellowstone Valley Food Hub – received \$20,000 GTA to expand operations.

- vii. Pryor Mountain Wind Farm – completed. It was the first project Joel worked on when he came to BRCD in 2007. \$400M project. 6M went directly to local governments. Local land owners are getting paid well for having turbines on land.
- viii. 406 Bovine – great project. Check out the Youtube video: [Montana AgTech Showcase - 406 Bovine - YouTube](#). Can identify sick animals sooner, source-verify, etc. This technology would be a huge jump from the tags they use now.
- ix. Stillwater Packing / Emmett's Meats – one of 3 to receive MT Meat Processing Infrastructure grant last summer. Slow expansion.
- x. Pioneer Meats
- xi. Miller's Customer Processing – received \$104,000 to expand their space. Done with shell and now trying to expand cooler space. This is the choke point for the processors due to aging beef. If he can complete this, he can process 3-4 times more animals.
- e. Workforce has become a big issue for these businesses – can't find workers, and that will hamper growth.
  - i. Jillann: She is on the 4-H Board in Carbon County, and they reserved spots for next 5 years just to ensure they will have a processing facility.
  - ii. Joel: Large demand on direct-market beef, especially in the last year. Markets are growing, but you can't build a direct market in meat without timely processing.
  - iii. Controlled Environments Construction: Good conversation with Gary Guesman this morning. Project is still moving forward. Have purchased 2 sites for a medium-sized processing plant (big for the state of MT). This would be a huge change – 500-1000/week kill facility for Montana-branded beef. This is a great opportunity.
  - iv. Yellowstone Region Ag Sustainability Project – great project. Public/private with Western Sugar, Miller-Coors, and 3 counties. Received \$500-600,000 over the course of 5 years. One final project, and then it will be done. This dealt with conservation of water to produce beer products and soil erosion – helping farmers to develop new technology without the huge cost. Incentivized farmers using gated pipes to change to pivot irrigation that can be controlled from smartphone – and this prevents overwatering. Also put some drip tape on some. Trying to schedule some tours this summer. One producer was amazed at how quickly he could get a quarter-inch in fields; he had been overwatering, so he conserved water and can be more sustainable.
    - 1. Dan: They are looking more at underground drip irrigation, which prevents the loss of water through evaporation.
  - v. Becky's Berries: We'll tour today, but Steph Ray and Joel both helped her with grants last year. Becky received both.

## **2. Revolving Loan Fund – Jillann Knutson. See above.**

## **3. Economic Development/ CRDC – Steve Simonson**

- a. Pg. 21: Affordable Housing in the region.
  - i. S2A (modular homes) could develop a factory in our region.
    - 1. \$20 million investment
    - 2. 50% return rate
    - 3. These are NOT mobile homes. Configured in a factory.
    - 4. Hardin, Lockwood, Laurel are possibilities.
    - 5. Steve and Steph met with Stillwater commissioners to see if this is an option for their county.



6. Bozeman: 61,000 new houses needed in next 20 years. We won't get ahead of the curve with traditional stick-built houses. Need to find creative solutions. We're losing affordability for first-time homebuyers.
  7. Considering sites in Stillwater County and Laurel. Didn't have enough infrastructure in those places. We have one-time money with ARPA and need communities and county leadership to look at some planning opportunities to have shovel-ready sites.
- b. Joint Planning Meeting – see packet.
- i. Big Sky EDA invited us to this.
  - ii. Public Safety, Infrastructure, and Quality of Life
    1. Joel: Great meeting because they had county, city, chamber, BRCD all at the table. No silver bullet, but the leaders came up with some tangible goals and steps to take going forward.

**Regional Roundup** – News and updates from regional members on projects and activities in key CEDS categories.... (see topics on next page)

Infrastructure (Housing, Transportation, Broadband)

Economy (Upturns or downturns in industry sectors, New business openings or closures)

Communication (Marketing and Outreach)

Services (Healthcare)

Natural Resources (Agriculture, Energy)

Human Capital (Workforce, Education)

- Lorene: SBDC received CARES money and used some for training. They are creating a documentary to be filmed and produced this summer – inspiring entrepreneurs in unexpected places. Big Timber, Harlowton, Red Lodge, Big Horn County, Billings – people who started from ground up, what they faced in Covid, how they pivoted. We hope it's inspiring as well as educational and entertaining. Will be shown in theaters in Big Timber, Harlowton, Red Lodge, Hardin, and Billings.
  - Medical School was approved to come to Billings. Big step forward. Plenty of hurdles past and present, but a good thing.
- Marvin: Trains going in and out in Laurel. 5 different trains going east. Going to get a power plant in Laurel – NorthWestern is putting it in. Marvin is encouraging the City to put in new water towers to expand west, but he isn't sure if they will listen. Producing oil/gas and thriving.
- Steph: New lumber store is opening tomorrow. Pinnacle Properties just opened. Working with local property owner to utilize a Brownfields site for a new brewery. Working with Steve on Bozeman Trail. EDA Road project. Feasibility study for a business park and to address infrastructure needs – a huge need here.
- Barb: Yellowstone Conservation. This morning had a realtors' workshop dealing with permits in selling land on the Yellowstone. There were about 100 people there. Very successful, lots of good questions on restrictions. They are planning to have more of these in the fall. Barb asked if Jillann would like to present, and Jillann said yes.
  - Also have a pollinator workshop and soil workshop in June.
  - Lots of 310 permits. Barb brought the 310 booklets if anyone would like one.
- Dan: 310 permits. Purpose is to manage navigable stream flows within jurisdiction of property owners. Deals with construction where erosion happens. The conservation districts in each county are responsible to help landowners with those projects. For example, one application had a picture of their garage hanging over the river bank where there was erosion. Work with Fish and Game and



Army Corps of Engineers to visit the application site and talk with them about how to proceed, who to help with the project, and stabilize areas. Part of challenge is remote areas where people aren't attuned to if they need a 310 permit. Education is important – let people know there is help available in managing their property on a stream.

- Big Horn County put out about 400 trees this year – to stabilize soil and improve habitat.
- Doing a cover crop cost share – 40-acre applications to introduce cover crops to people farming.
- When winter comes, freezing temps break out soil, making it erodible.
- Inspect all watercraft for invasive species.
- Managing a grant on underground rechargeable studies – put together by Montana Tech. Have some monitoring wells and where water comes from.
- Local work group – NRCS and BHC developed a survey to mail out.
- Working with NRCS, DNRC, FWP, BIA, Army Corps of Engineers, Big Horn River Alliance.
- Partner with MT Salinity Board. Easy to identify in spring when the white salt fields emerge. Makes it tougher for vegetation to grow.
- Managing reserve water.
- Biological Weed Pollinator program.
- 4-H programs: They make two awards available to 4-H fair. Over the years, there has been less and less interest in conservation-related projects with young people. Trying to pump up interest in this.
- Conservation is the wise use of resources.
- Randy Weimer – Sibanye-Stillwater Mine.
  - A little more normal after Covid.
  - Very challenged with supplies – tough to get stuff in. Common for things to be 8-12 months out.
  - Markets are good.
  - Expansion projects are proceeding. Hoping to wrap up in mid-2022.
  - Employment is about the same. 1800. Plus 500 contractors. Trying to fill 200 positions, which is challenging (including where they will live!).
- Steve Riveland:
  - Stillwater County is busy. Feasibility study for business park.
  - Moving ahead with law and justice center planning and more toward community awareness gathering information.
  - Thanks to Steph Ray – she works hard for us.
  - Infrastructure, projects, City take up most of time.
  - Thanks to Randy & Mine for tour of tailing pond
- Bill Foisy:
  - Beartooth Highway opens a week from tomorrow.
    - During its open months, Red Lodge does about 40% of their resort tax.
  - MDT – 5-year state-approved program. Double-check this.
  - New businesses in Red Lodge:
    - East Rosebud Fly Shop
    - Pizza Co is remodeling. Tom remodeled the Pollard.
    - Roosevelt Center is completely full.
    - True Value changed to Ace.
    - Marketing – City got MT Main Street grant for parking and access study at Roosevelt. Nonprofit got grant for trail access.

- June 22: Deadline to submit names for local elections. Either run or find someone to run.
- Holly Higgins – First Interstate Bank
  - Visited Center Pole outside of Garryowen yesterday. Limited sources for food. It's their own food bank. It is also a local flea market. Lot of people coming in and out. The people running it want someone to do landscaping to get water to where they want it. They have free food & are doing a lot for the community. Bringing in solar. Any possible grants available for them?
- Ryan VanBallestrooyen – Job Service.
  - Back to 3-4% unemployment.
  - Many have left the workforce, so it's worse than before.
    - Some don't have childcare.
    - More women than men on UI now.
  - Some who were going to retire in 2010 but didn't have now retired.
  - Workforce issues are getting worse.
  - Real wage growth in MT is top 5 in nation, but housing has outpaced that.
    - This happened even during Covid.
  - Employers have to step up their game.
    - Metaphor of using rice cooker, but employers are saying use the microwave.
  - All tied together – we need housing for workforce, need new innovations, and still need to balance it all.
  - Come live in Montana – our message to tourists to try to beef up our workforce. But we need housing!
  - Job Service took 50,000 calls in April through July on unemployment.
  - End of June = regular unemployment (no more extras), so hopefully that will get some people back to work.

**Next BRCD Board of Directors Meeting:** July 15<sup>th</sup>, 2021: Joliet Luncheon

**Adjourned at 3:07** – Tour of Becky's Berries' new processing facility

## Beartooth Books- Reporting Ending April 2021

	<u>Budgeted</u>	<u>Actual</u>	<u>% of budgeted</u>
<b>Income</b>			
AG-FOOD AND AG CENTER	85,007	38,728	46%
AG-MCDC	1,000	0	0%
BOARD - EDA SPONSOR DUES	55,907	42,664	76%
BOARD-INTEREST INCOME	400	10	3%
BOARD-FOUNDATION MONEY	3,700	3,372	91%
RLF-STAFF REIMBURSE	18,000	0	0%
RLF-ORIG FEES	5,000	0	0%
CRDC	71,907	0	0%
MISC GRANT ADMIN \$	10,750	0	0%
EDA - GRANT	70,000	0	0%
NOT BUDGED INCOME	-	354,999	0%
<b>TOTAL INCOME</b>	<b>321,671</b>	<b>439,773</b>	<b>137%</b>

<b>Expense</b>			
TOTAL STAFF EXPENSE	256,044	83,166	32%
COMMUNICATIONS	6,000	3,175	53%
EQUIPMENT & VEHICLE	8,520	1,110	13%
CONTRACTUAL	21,220	322,166	1518%
SUPPLIES	9,800	3,758	38%
TRAVEL	10,140	262	3%
OTHER	8,430	6,708	80%
RESERVE	-		
<b>EXPENSE TOTAL</b>	<b>320,154</b>	<b>420,345</b>	<b>131%</b>

### Account Balances

Bank of Joliet-Building Account	\$4,474.10
Bank of Joliet- Savings Account	\$75,422.56
Bank of Joliet- Checking Account	\$130,057.33

## Revolving Loan Fund Books- April 2021

### Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loaned out</u>
Big Horn	2	\$170,289
Stillwater	3	\$429,198
Yellowstone	8	\$388,027
Carbon	2	\$20,900
Sweet Grass	2	\$173,312

- A \$200K loan was for Yellowstone County. This will not be funded until Spring 2021.
- I had a loan paid off in May.
- Loan activity is very slow, people are holding out to see if and what grants might be available.
- Work is being done to de-federalize the EDA funding, I hope to have this completed and approved soon.

### Bank Balances as of April 2021      Total available for lending

Bank of Joliet- EDA	\$38,195	38,195
Bank of Joliet-CDBG	\$381,999	381,999
Bank of Joliet- IRP	\$373,224	118,612
Bank of Joliet-Fromberg	\$29,836	<u>29,836</u>
		\$568,642

## Beartooth Books- Reporting Ending June 2021

	<u>Budgeted</u>	<u>Actual</u>	<u>% of budgeted</u>
<b>Income</b>			
AG-FOOD AND AG CENTER	85,007	59,495	70%
AG-MCDC	1,000	0	0%
BOARD - EDA SPONSOR DUES	55,907	42,664	76%
BOARD-INTEREST INCOME	400	99	25%
BOARD-FOUNDATION MONEY	3,700	3,372	91%
RLF-STAFF REIMBURSE	18,000	0	0%
RLF-ORIG FEES	5,000	0	0%
CRDC	71,907	17,961	25%
MISC GRANT ADMIN \$	10,750	0	0%
EDA - GRANT	70,000	0	0%
NOT BUDGED INCOME	-	355,149	0%
<b>TOTAL INCOME</b>	<b>321,671</b>	<b>478,740</b>	<b>149%</b>

<b>Expense</b>			
TOTAL STAFF EXPENSE	256,044	124,969	49%
COMMUNICATIONS	6,000	4,426	74%
EQUIPMENT & VEHICLE	8,520	1,879	22%
CONTRACTUAL	21,220	326,931	1541%
SUPPLIES	9,800	6,274	64%
TRAVEL	10,140	963	9%
OTHER	8,430	8,798	104%
RESERVE	-		
<b>EXPENSE TOTAL</b>	<b>320,154</b>	<b>474,240</b>	<b>148%</b>

### Account Balances

Bank of Joliet-Building Account	\$4,475.22
Bank of Joliet- Savings Account	\$75,470.79
Bank of Joliet- Checking Account	\$115,738.62

## Revolving Loan Fund Books- June 2021

### Loan Client Review

<u>County</u>	<u># of loans</u>	<u>\$ Loaned out</u>
Big Horn	2	\$169,575
Stillwater	3	\$429,149
Yellowstone	7	\$370,720
Carbon	2	\$20,900
Sweet Grass	2	\$171,580

- A \$200K loan was for Yellowstone County. This will not be funded until Spring 2021.
- One Yellowstone Co loan was paid in full in April.
- Loan interest is very slow. I have been doing a lot of promotion.
- Work is being done to de-federalize the EDA funding, I hope to have this completed and approved soon.

### Bank Balances as of June 2021      Total available for lending

Bank of Joliet- EDA	\$39,417	39,417
Bank of Joliet-CDBG	\$396,566	396,566
Bank of Joliet- IRP	\$377,451	377,451
Bank of Joliet-Fromberg	\$29,859	<u>29,859</u>
		\$842,885

## **FOOD AND AG CENTER MANAGER REPORT**

### **FOOD AND AG CENTER PROJECTS**

#### **Beartooth FADC**

Beartooth FADC activities have been focused on assisting producers with the new USDA funding for food chain resiliency and waiting on the Montana Ag Rescue Program funding updates as well as conference calls with the Dept of Ag we have scheduled a visit with Stillwater Packing to introduce the Montana Manufacturing Engineer for our Region Lane Gobbs.

#### **Growth Through Ag Projects**

Beartooth FADC has worked with several businesses Growth Through Ag grant some of these will have an opportunity to be granted funding and we will continue to assist them in completing their business expansion projects.

Business/ Project Name: **Joe Murdock**

Contact- Joe Murdock

Location- Lodge Grass, MT

Joe Murdock farms acreage in southern Big Horn County and raises sunflower and safflower. Beartooth FADC has been in discussions with him on finance opportunities to purchase equipment to bag the seed for sale as bird feed to supplement his farming operation. He is looking at developing a Growth Through Ag grant for the next cycle in the fall of 2021.

Business/ Project Name: **F Bar 3 Vineyard**

Contact- Kasey Krum Felder

Location- Laurel, MT

F Bar 3 Vineyard is a small family owned vineyard in Yellowstone County growing hybrid grape varieties including Frontenac, Marquette, Itasca, Petite Pearls and Crimson Pearls. Beartooth FADC is working with MMEC Engineer to visit the vineyard for an introduction.

### **On Going Projects**

Business/ Project Name: **JWK Enterprises LLC**

Contact- Justine Koughl

Location-Busby, MT

The Koughl family raises grass fed hormone free beef in Big Horn County and is developing a profitable business that adds value to their beef production business. This project takes the raw commodity of beef cattle livestock and changes the physical state to packaged, labeled for re-sale meat products. These products will be marketed as grass-fed grain-finished, locally grown, and made/produced by an American Indian. Beartooth FADC is assisting this business with a USDA Value Added Producer Grant application to help them expand their business to increase the number of animals processed and sold in an effort to meet increased demand.

Business/ Project Name: **Basin Inc**

Contact- Judy Edwards

Location-Big Timber, MT

The Hagerman family raises natural grass fed beef in Sweet Grass County and is developing a fresh beef business that will add value to their beef production business. These products will be marketed as grass-fed locally grown beef. Beartooth FADC is assisting this business with a USDA Value Added Producer Grant application to help them expand their business to increase the number of animals processed and sold in an effort to meet increased demand for local beef.

Business/ Project Name: Charter Ranch Vermicast Soil Amendment

Contact-

Location-Sheperd, MT



The Charter Ranch has developed a regenerative vermicast soil amendment using the cultivation of worms adding non-chemical nutrients to soil. Beartooth FADC assisted them with the development of a Growth Through Ag Grant that was funded for \$14,000 to expand their operation.

Business/ Project Name: **Yellowstone Valley Food Hub**

Contact- Schahczenski

Location-Billings, MT

The Yellowstone Valley Food Hub is looking to expand their business and add space for aggregating locally produced foods. Beartooth FADC assisted them with applying for a Growth Through Ag Grant that was approved for \$20,000.00 to expand.

**Carbon County Pryor Mountain Wind Farm**

Location- Warren, MT

Contact- Pacificorp

The wind development South of Bridger, MT is nearing completion, the construction of all the wind towers is completed and they are finishing the final phase of the project with all the towers erected the project is now completed.



Business/ Project Name: **406 Bovine LLC**

Contact- Bryan Elliott

Location-Laurel, MT

406 Bovine LLC has worked with Beartooth staff and is nearing the commercialization and launch of his Ag Tech product. Bryan Elliott has developed a facial recognition software that can be used on computer and

iphones to track livestock. He has produced a youtube video outlining his product that can be viewed via this link. <https://youtu.be/kTwkhUj9leA>



### Stillwater Packing Co/ Emmett's Meats

Location- Columbus, MT

Contact- Jason Emmett

Stillwater Packing has been working through an increase in business due to the COVID 19 having shut down some large national meat plants shifting some buyer interest to smaller plants like theirs. Beartooth FADC staff assisted them with a proposal for funding to expand their business through the Montana Meat Processing Infrastructure grant their proposal was funded late in August. They are now working on a USDA Meat and Poultry Inspection Readiness Grant.



### **Pioneer Meats**

Location- Big Timber, MT

Contact- Brian Engle

Pioneer Meats received a Montana Meat Processors Infrastructure grant of over \$100,000.00 which will allow them to expand their meat processing business, they have purchased another meat processing location in Big Timber that will allow them to process wild meat at one location while expanding their beef, pork, bison and lamb processing at their main facility. Beartooth FADC staff will continue to work with Pioneer to utilize any new funding opportunities in completing their expansion, they are working on a USDA Meat and Poultry Inspection Readiness Grant.



### **Millers Custom Processing**

Location- Roberts, MT

Contact- Tom Miller

Tom Miller became a custom exempt meat processor approximately three years ago and has experienced an increase in demand every year and a dramatic increase in demand lately for processing Beef and Pork. FADC staff assisted him with the development of a Montana Meat Processing Infrastructure Grant for equipment and building a larger processing space that will increase his cooler space. They had purchased and installed the equipment and were close to completing the construction portion of the project when a fire started in the plant and their plant and house were lost to the fire.



### **Controlled Environments Construction**

Contact- Gary Guesman

Gary Guesman is working with Big Sky EDA the Department of Ag and Beartooth FADC on their potential 300-500 head a day meat processing project they are interested in developing in the Yellowstone County area. Beartooth FADC staff met August 21<sup>st</sup> to discuss the project and initial steps and potential barriers to the project with Allison Corbin, Ty Thompson, Joe Goggins, Weston Merrill from Montana Department of Ag as well as Gary Guesman. Beartooth FADC staff look forward to the potential to utilize MARP funding to assist with this project and we have sent them the information on the USDA Meat and Poultry Inspection Readiness Grant however it appears this grant is only for existing businesses.

### **Yellowstone Region Ag Sustainability Project- RCPP**

Location- Huntley,

Contact- Dave Dougherty

The group had their last meeting in September, to discuss the final reporting for the project and the success of the funded projects. The final reporting completed by NRCS shows the positive impacts this project has had on value added agriculture. The final summary of the economic impacts of this project was submitted to us by NRCS and is on our website for review and we have met with the group to determine the final reporting and the possibility of having field tours of the projects this summer.



### **Becky's Berries- Absarokee, MT**

Location-Absarokee

Becky Stahl has been a client of Beartooth for several years and we last assisted her with development of an expansion plan for her Jams, Jellies and Barbeque sauce business. She has completed construction of the facility. Beartooth staff assisted Becky with the development of a successful Ag Adaptability Grant for \$9,000.00 for a makeup air system in her new processing facility and a commercial food processor. She has installed the commercial food processor and the new makeup air system has been installed. We had an excellent tour of Beckies new processing plant and looked at possible future needs for their business.

### **Potential New Projects**

Yohannes Tedesse- Billings

Beartooth Fertilizer-Red Lodge

Crazy Peak Brewing-Big Timber

Cory Wilson Mushrooms- Billings

# Economic Development Director Report for May 2021

Regional projects on the CARES ACT economic recovery plan continue. Interviews with key businesses and housing service providers in the region are underway on the affordable housing study. Partner meetings with Big Sky EDA, Big Horn County, and Red Lodge Area Community Foundation housing committee continue. The Billings Area Realtors Association reports an annual shortage of 1400 new homes and an additional 700 will be needed if the new medical school comes to Billings. Discussion with a modular home building system (S2A) is underway. A possible CDBG/BSTF or other planning grant may be sought in June for a feasibility study.

Deb Brown, with Save Your Town, continues to host watch parties with interested Chamber directors, staff and businesses in the region. Deb plans to attend the BRCD board meeting in May and I would encourage you to ask questions on the targeted small business recovery efforts underway.

The third leg of the CARES Act funding with Big Sky EDA taking the lead continues to explore and develop economic recovery efforts primarily in Yellowstone County. A joint strategic planning session is scheduled for Thursday morning in Billings with City/County elected officials, board members, and staff with BSEDA, BRCD, Billings Chamber and Downtown Billings Alliance.

The initial CDBG public hearings have been held in all five counties in our region. An additional round of planning grant funding was recently announced with applications due by June 18<sup>th</sup> to the Montana Department of Commerce.

## **County specific projects underway:**

**Big Horn County:** Progress continues on the affordable housing calls with city and county elected officials. A grant to establish a full time Economic Development and Housing Director Position was submitted to USDA Rural Development. We won't know until September/October if the grant application was successful. Interactions with tribal economic developers continue with coordination of economic recovery efforts and remote worker training. A business lead was responded to by Jeff McDowell and me for the Hardin Industrial Park that would create 125 new jobs.

**Carbon County:** Projects include the regional detention center, wind farm, business assistance in Edgar and Bridger are underway. Joliet has formed a community improvement group to spruce up Main Street. A community assessment through the Montana Economic Developers Association (MEDA) is under discussion in order to get the Montana Main Street program application submitted later this year. \$25,000 is available through the Montana Main Street program to assist a community with a project that was identified through the community review process. Community housing and workforce shortages continue to dominate the discussions in Red Lodge.

**Stillwater County:** The Sandstone School Big Sky Trust Fund application was approved. MT DOC is reviewing the bid document from High Plains Architecture which was determined by the review committee to be the best bid and fit the budget. I have discussed assisting the City/County with a planning grant for a business/industrial park that could be the location of S2A modular house building system. A Targeted Economic Development District has been mentioned to the County as a possible economic development tool to consider.

**Sweet Grass County:** A housing developer met with me who is considering building up to 43 homes near the City limits of Big Timber. I've asked the developer to submit the required documents for the subdivision to the County planner before we can get involved further in the discussion of assisting with grant or loan programs.

**Yellowstone County:** Regional economic recovery efforts dominate the discussion and meetings across the county. The Laurel west interchange project, using the BSTF was approved for a feasibility study on industrial/commercial development and infrastructure is taking shape. I'm waiting on the City for documentation of the procurement process to hire the existing engineering firm KLJ, and the scope of work as part of the requirements before starting the project.

**New Funding:** EDA has informed us that additional money will most likely be going to the State and not the 11 Economic Development Districts as originally reported. In addition, the State will be also be supplementing local funding as the rules most likely will be announced after the current legislative session.

As a side note, BRCD has had as much business development activity in the first quarter as we experienced all of last year. This has led to discussing a tracking system to keep everyone informed about projects and progress so that clients don't slip through the cracks.

Respectfully submitted,  
Steve Simonson



## **Frequently Used Acronyms**

BEAR – Business Expansion and Retention  
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  
ESRI – Environmental Systems Research Institute, Inc.  
GIS – Geographic Information Systems  
GPS – Global Positioning System  
HOME – Montana Home Investment Partnerships Program  
HUD – US Department of Housing and Urban Development  
IRP – Intermediary Relending Program  
LESA – Land Evaluation Site Assessment  
MBI – Montana Board of Investments  
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  
NADO – National Association of Development Organizations  
NCOC – National Carbon Offset Coalition  
NHS – Neighborhood Housing Services  
NRCS – Natural Resource Conservation Service  
RBEG – Rural Business Enterprise Grant  
RBOG – Rural Business Opportunity Grant  
RC&D – Resource Conservation & Development Area, Inc.  
RCDI – Rural Community Development Initiative  
RD – Rural Development (a division of USDA)  
RCPP- Regional Conservation Partnership Program  
RLF – Revolving Loan Fund  
RTA – Resource Team Assessment  
SBA – Small Business Administration  
SBDC – Small business Development Center  
TIFD – Tax Increment Finance District  
TSEP - Treasure State Endowment Program  
USDA – United States Department of Agriculture  
USFS – United States Forest Service



**File Attachments for Item:**

10. Council Workshop Minutes of June 15, 2021.

**MINUTES  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, JUNE 15, 2021**

A Council Workshop was held in Council Chambers and called to order by Mayor Tom Nelson at 6:33 p.m. on June 15, 2021.

**COUNCIL MEMBERS PRESENT:**

<u>  </u> <u>  </u> Emelie Eaton	<u>  </u> <u>  </u> Heidi Sparks
<u>  </u> <u>  </u> Bruce McGee	<u>  </u> <u>  </u> Richard Herr
<u>  </u> <u>  </u> Scot Stokes	<u>  </u> <u>  </u> Irv Wilke
<u>  </u> <u>  </u> Richard Klose	<u>  </u> <u>  </u> Don Nelson

**OTHERS PRESENT:**

Kurt Markegard, Public Works Director  
Ryan Welsh, KLJ  
Karen Courtney, Building/Code Enforcement  
Stan Langve, Police Chief

**Public Input:**

James Lowery, 78 27<sup>th</sup> Street W. Billings, MT, stated he is 76 years old, two tour survivor of Vietnam. In the last 20 months, he has also survived a stroke and a heart attack. It's only been in the last 20 months that he has had to face what a lot of people face with disability. He hasn't been able to follow his grandkid's sports, which they are very active in. He was looking forward to this spring of the track meets here in Laurel. Only to find out that the parking for handicap is 96 yards from the entrance to the stadium. These 96 yards are impelled by people in lawn chairs on the sidewalk watching the long jump and triple jump. That leaves about 2/3<sup>rd</sup>s of the sidewalk that he can negotiate with his walker. And people with wheelchairs are trying to get through there because the school buses and the athletes are running back and forth. His question is, why can't the City install handicap parking either to the east entrance to the stadium or where they get a permit where they are parking the buses. Some of the buses park with athletes 10 yards from the stadium. While those with a handicap have to negotiate through a jungle of 96 yards to get to the stadium. Then, of course, once they are in the stadium, and of course, it doesn't with the City Council, but that stadium is not Americans with Disability approved. There are no handicapped bathrooms; there are no electric doors. Once you get to the bathroom, you have to push a very heavy door to the right, holding it, and try to maneuver a walker to the right. Once inside, there are no handicap stalls; you have to leave your walker outside. There are no grab bars or hand bars. He stated he realizes that has nothing to do with you. He stated he is trying to get a meeting with the School Board, but he has been unsuccessful. He stated he does not know why the school can get a permit to park the buses why the school can't get a permit to install handicapped parking. So people with disabilities can attend their grandkid's future events at Laurel stadium.

He stated he appreciates any understanding that he knows it can't be done overnight. And he knows they have provided parking in the past, but it's definitely not adequate parking.

Mayor Nelson stated he would follow up with the school on this matter and get back to Mr. Lowery.

Mayor Nelson read the attached letter from Barb Emineth, 501 Alder Avenue, into the record.

Mayor Nelson read the attached letter from Kevin St. John, 4151 Thunder Ridge, Billings, MT, into the record.

## **General Items**

### **Executive Review**

#### **1. Laurel Airport Authority Appointment**

Laurel Airport Authority has one vacancy. This is a five-year term ending 6/30/2026. At this time, no letters of interest have been submitted.

#### **2. City/County Planning Board Appointments**

City/County Planning Board has three vacancies. Two are Council appointments, and one is a Mayor's appointment. They are a two-year term ending 6/30/2023—one letter from Karl Dan Koch asking for reappointment. And a letter received tonight from Roger Geise asking for reappointment as well.

#### **3. Cemetery Commission Appointments**

Cemetery Commission has four vacancies. They are one term ending 6/30/2022 and three ending 6/30/2023. Two letters of interest have been received, one from Richard Klose asking for reappointment. The other is from David Gauslow, also asking for reappointment.

#### **4. Emergency Services Committee Appointment**

Emergency Services Committee has one vacancy. There is no term limit. One letter of interest has been received from Jim Irwin.

#### **5. Library Board Appointment**

Library Board has one vacancy. This is a five-year term ending 6/30/2026. Two letters of interest have been received. The Library Board is recommending the appointment of Kate Manley to the Board. The Mayor is bringing forward as requested by the Board.

#### **6. Park Board Appointment**

Park Board has one vacancy. It is a four-year term ending 12/31/2022. One letter of interest has been received from Paul Kober.

## 7. Public Works Committee Appointment

Public Works Committee has one vacancy. There is no term limit. No letters of interest have been received.

## 8. Tree Board Appointments

Tree Board has three vacancies. This is a three-year term limit—one term ending on 6/30/2022. Two terms are ending 6/30/2024. Two letters of interest have been received. One from Walter Widdis requesting to be reappointed. One from Paul Kober requesting to be appointed to this Board.

## 9. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Green Technology Solutions To Provide Electronics Recycling Drop Off Bins And Related Services At The City's Container Site.

Kurt Markegard, Public Works Director, stated that Mr. Overcast came before Council proposing electronic recycling a few months ago. He met with Mr. Overcast at the Container Site and identified an area that would work. He sent to the City Attorney what other communities have done to bring this service to their communities.

Mr. Overcast stated there would be four recycling bins placed at the City's transfer site. They accept everything except tube TVs and projection TVs. They are able to take batteries as well. These bins are fairly maintenance-free. The goal is to get the bins placed by the end of the month. Need the contract signed before he can order the lumber to build the bins.

It was questioned if they would accept car batteries. It was clarified there are two different weatherproof bins for batteries. There is a pallet for car batteries.

The Public Works Director stated this contract is for one year time. If all goes well, the City can revisit again next year.

It was questioned how many sites Mr. Overcast currently has. It was clarified there are collection bins in Park City, Absarokee, and two in Columbus. He is in the works of bringing his services to Reed Point and Nye.

## Council Issues

### 10. Chickens Discussion

Karen Courtney, Building/Code Enforcement, briefly reviewed the attached handouts.

Council noted there were various numbers of chickens residents could have. Did the Code Enforcement Officer put together a draft that incorporates the best of everything? The Mayor



clarified that Council would need to debate the issue so the administration can gauge if Staff should work on drafting something.

It was questioned how they determine who's chickens are who's. The City does not have fairgrounds to house chickens should they be picked up. There is a lot of costs associated with allowing chickens. Staff noted that they are concerned about that as well. They would need to wait to see if anyone claimed the chickens. They would be handled like any stray animal.

It was questioned if there are any facilities in Billings that will take chickens. It was clarified that the Billings Humane Society does take chickens. Bozeman uses their fairgrounds, and Missoula places them in a coop until they find someone to take them. A good registration fee may help offset the costs to house chickens. That is, if permits are obtained.

Council questioned how the City would enforce the rules regarding chickens. It was questioned if County's Animal Control would assist with enforcement.

Stan Langve, Police Chief, stated they would only assist in a mutual investigation. The Police Department works with the Animal Shelter in Billings. If it is a Laurel matter, the Laurel Police Department deals with it. When the City lost the parking and barking officer, all officers absorbed those duties. This position needs to be brought back. But with the realization, they are only one person.

It was questioned if the Animal Control Officer would need any special equipment to deal with sick or diseased chickens. Animal Control Officers work very closely with established vets. They have personal protective equipment such as gloves, nets, respirators, and other safety devices. Respirators are very expensive and have a short life span but are needed if the air is harmful.

Mayor Nelson stated the biggest concern is resources. Budget-wise they are moving Code Enforcement from Planning to Police. The Police Department is prepared to take on those complaints.

The Police Chief noted that the position has not changed. Officers will enforce all laws on the books, but it is another thing to take care of the animals after they have been seized. If they seize chickens in an animal cruelty case, it can strain the Department's resources. The position will deal with parking, barking, and property violations. They will have a lot to do. The line between what is and is not allowed may become blurred.

A Council Member stated they were under the impression Belgrade did not pass because they did not have an Animal Control Officer. They further stated that they weren't against having chickens, just maybe not right now until the City has hired an Animal Control Officer, then no. They were recommending not moving forward until this position is hired. Once filled, revisit in the future.

Another Council Member agreed chickens should not be allowed until the Animal Control Officer position is filled.

Mayor Nelson stated he would have something on the next agenda for Council to vote on if they would like an ordinance drafted to allow chickens.

#### 11. Parking on 3rd Avenue Discussion

Stan Langve, Police Chief, stated he is not in favor of diagonal parking. While is would like more parking to be available, he is concerned with safety. It is more dangerous to back up out of a space than to pull away from the curb. The Police Department, Fire Department, and Ambulance Service frequently use 3<sup>rd</sup> Avenue when responding to calls. Diagonal parking worked on E. 6<sup>th</sup> Street because it is a wider road. So far, there have been no accidents due to the diagonal parking on E. 6<sup>th</sup> Street.

Kurt Markegard, Public Works Director, stated 3<sup>rd</sup> Avenue is no different than any other downtown street. He does not recommend diagonal parking either. Straight in parking is safe than diagonal parking. There are new guidelines on corners and alley approaches. They won't gain much parking. As soon as the City designates parking, they must have a handicapped parking spot.

Ryan Welsh, KLJ, stated they would be taking 18 to 20 feet off each side of the street. He has seen streets loose parking due to the new guidelines. This is why they put in straight in parking for the East Downtown Infrastructure Improvements Project.

A Council Member stated he was glad to hear why they used straight-in parking for the EDII project. However, without explaining why the City can give the perception that citizens' needs are not important.

Council noted diagonal parking causes hazards for Law Enforcement.

It was noted that should diagonal parking be put in, they would need to put in a van-accessible spot as well. Any time there is a handicap spot, there needs to have an ADA ramp as well. There is a financial impact to this discussion.

It was questioned if these streets should be one way with parking on one side of the street.

The Gateway Plan had diagonal parking on all the streets. It might be better to take out the turn lane and create middle lane parking, but the State of Montana controls main street.

#### 12. W. Railroad Update

Mayor Nelson stated he had an hour meeting this morning with KLJ and spoke about W. Railroad and if TIF District dollars would be a good option. He briefly reviewed the numbers given by the Clerk/Treasurer for the TIF District; see attached. At this point, it is unclear if the TIF District could bond a project as big as they were expecting. If the Laurel Urban Renewal Agency was disbanded and the grant programs removed, more funds would be available to bond projects. Using Urban Route funds, the State dictates where that money is spent. The City is currently working on a Southside Storm Water project to focus on those streets down there.



Council noted that both W. Railroad and S. 4<sup>th</sup> Street need to be fixed. They noted an overpass at the new interchange would be helpful with the traffic to CHS.

Council asked that this item come forward again at the next Workshop. They also asked to have a conversation about CARES and ARPA Funds. What are they being used on, and what are the plans moving forward. Council also asked to discuss what streets need to be replaced. Mayor Nelson stated he would add that discussion to an upcoming Workshop agenda and review the PACER Study.

### 13. S. 4th Street Update

Kurt Markegard, Public Works Director, shared the attached photos of S. 4<sup>th</sup> Street. This is a discussion on how this street should be designed. If the City widens the street, there will be issues. Parking is an issue in the area. If the street is widened, residents would lose part of their lot and cause more issues parking on the side streets. There are also driveway approaches on S. 4<sup>th</sup>. He needs feedback from Council and the Community before moving forward with a design. Stormwater is critical to this area.

Ryan Welsh, KLJ, stated that all Southside streets came in as a 3, 4, or 5 rankings. All are structurally failing. Some trees need to be removed. The City can keep the current width or widen; the City can create a boulevard, etc. The City can use ARPA funds towards this project. The estimated cost is \$4.5 million dollars.

It was questioned if S. 4<sup>th</sup> Street turned into a one way going west and turn S. 5<sup>th</sup> Street into a one way going east if that would help deal with these issues. It was clarified that it would more than double the cost.

It was questioned if the plan was still to do W. Railroad with Urban Route Funds. The City is paying for a study on water drainage. And now the City is looking at redoing S. 4<sup>th</sup> Street. But the City still does not have the match for W. Railroad. It was further questioned why the City is moving forward on a street when still looking at W. Railroad. Is the focus shifting from W. Railroad to S. 4<sup>th</sup> Street? It was further questioned what the relationship is between the homeowner and the boulevard. If the City can take that property, will the homeowners be compensated? It was clarified that they could not move forward on W. Railroad until stormwater is addressed. The biggest obstacle for this project is stormwater.

The Public Works Director clarified that public right of way extends into the boulevard. The City owns the boulevard. Residents do their part by maintaining the boulevard. The same is true for alleys. Sidewalks and driveway approaches will be relocated if the road width is widened. Sidewalks are assessed to each owner. The City takes care of all corners.

It was questioned if there is \$4.5 million for a pavement maintenance project, why are those funds not applied to W. Railroad. It was clarified this project is in its infancy stage. Need an estimate to assess appropriately.

W. Railroad will cost less as there are no water line replacements. It is expected the City will need to commit \$2 million to \$2 million to the State through street maintenance funds. The City could save those funds for three years and move forward with that project. The City would still do approximately \$200-\$300k worth of maintenance. All streets on the Southside need to be redone. It is not worthwhile to crack or chip seal these areas. The Mayor would like to do both projects eventually. It is a slow process.

KLJ has helped identify funding sources for the City to apply for. The Mayor will bring this item back as a package looking at S. 4<sup>th</sup> Street and W. Railroad and the funding options available for both.

Public Works Committee will be meeting the following Monday at 6 p.m. and will be discussing this street. There is an opportunity for public comment at those meetings.

The estimate of \$4.5 million does include water, sewer, and stormwater. The goal is to make the infrastructure as sound as possible. There are a lot of water breaks in the area. The City is currently working on the Water PER. This will look at the rate structure. The City has not raised the rates since 2010. The Southside currently has a 4-inch cast-iron waterline. They have been changing water valves, but some valves are from the 1970s and have caused issues.

### **Other Items**

Mayor Nelson read the attached email regarding the ARPA funds the City will receive.

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

14. Draft City Council Agenda for June 22, 2021.

Appointments will be added to the Council agenda. The Mayor will look into getting that chicken ordinance on that agenda as well.

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

Council Member Wilke will be absent from the next meeting.

### **Announcements**

Public Works Committee will meet Monday, June 21, 2021, at 6:00 p.m.

The ceremony at the Cemetery on Memorial Day was well attended. The Mayor was thanked for speaking at the ceremony.

Council asked if any ordinances could assist in dealing with code enforcement issues. We will discuss this on the next Workshop agenda.

It was requested to have a presentation regarding changing the City ordinance regarding holding an office on the next Workshop.

Mayor Nelson reminded residents if they are interested in serving on a Board/Commission/Committee, submit a letter of interest.



Council was reminded June is a five Tuesday month. There is no Council next week.

The council workshop adjourned at 8:42 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Brittney Moorman", followed by a horizontal flourish.

Brittney Moorman  
Administrative Assistant

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

6/7/2021

3 minutes - ✓

Hello, my name is Barbara Anne Sprague Emineth  
I live at 501 Alden here in Laurel

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I came before the city council in 2017 because of activities at 506 Birch and I am here again for the same reason.

Myself and another neighbor filed a citizens complaint on Jan. 20th of this year; about the mounting pile of garbage in their backyard. The people who bought the house next to them made them move what was on their property because they were piling stuff in the backyard at 510 ~~Alden~~ Birch.

It is like living next door to the dump. The person who claims to be fixing up the property says his pile is for construction but the fact is there's so much garbage mixed in with anything useful that I find that hard to believe. There are torn apart appliances, wooden slats, rolls of carpet, broken toys, and plain old garbage! He doesn't live there.

It is the code enforcers job to assure that our property values don't go down because of this situation. I have put 40 years of blood, sweat, and tears into our home and now I dream of living out of town.

On May 2<sup>nd</sup> I asked the fix it man 2 if he thought he might have the mess cleaned up before the years out and he blew up on me. I won't repeat his response except to say he used the F word alot,

Our other neighbor Jonas Torres was taking his garbage out and heard him. Jonas told this guy not to talk to me like that and a split second later this guy grabbed a baseball bat and was threatening Jonas with it. Crystal Torres yelled from the front yard to put that baseball bat down and he did. 5 days later Crystal realized the <sup>back</sup> window of their car had been smashed out. On June 5<sup>th</sup> this guy threatened the Torres' w/ an axe.

I believe Michelle Herren still owns the house at 506 Birch and lives there. She has allowed anyone who wants to stay there to do so. The faces change all the time. I believe there are 6 or 7 residence right now.

We call the cops whenever there is a disturbance and all they tell us is to stay away from these people + they're dangerous, which only makes us all scared to be in our own yards. People like this role neighborhoods with intimidation.



I have found T.P. w/ feces on it as well as<sup>3</sup> hypodermic needles in our alley. Supposedly one of the residence is diabetic and if that's true then said person needs to be disposing of those needles properly. I am concerned about your kids safety.

What needs to happen is Michelle needs to be told by the city to clean up her property or the city will do it and charge her. If the city doesn't have the power to do that with the codes that are in place then we need stronger codes.

Instead of just adding our calls to the huge file the cops have maybe a judge needs to learn everything that's gone on at this house for the past 40 years.

Our codes and laws are in place for a reason but unless and until they are enforced they do us no good.

So if the city can't help and the cops can't help then your law abiding citizens are up a creek without a paddle.

Are there any questions? Thank you for your time

Paula Ann Sprague  
Emmett

# Neighbors Signatures:

name	ADDRESS	PH.#
Barb Emineth	501 Alder Ave.	598-4629
Crystal Torres	509 Alder ave.	671-3729
<del>Anne Torres</del>	509 Alder Ave.	598-9827
Phyllis Minnion	517 Alder Ave.	633-1636
<del>John Minnion</del>	517 ALDER AVE.	698-8715
<del>Clara Minnion</del>	501 Alder Ave	672-8339
Lindsay Hotzinger	502 Birch	
Mary Wenger	502 Birch	696-6893
Rat 1897	424 Birch	740-0034
Dan Mc Sly	424 Birch	740-0028
Justin & Kether Youngblood	523 Alder Ave	698-8985





Backyard of  
Sole Birch



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June 8, 2021

Dear Laurel City Council, Mayor, and District Superintendent,

I was asked to write a letter suggesting some solutions to the parking issues facing your town and school when hosting State Track meets. Perhaps having the school buses park some place other than where they have been to accommodate parents/fans. I have worked the track meet a few times for your past Athletic Director Roger Heimbigner and while the event and facilities are wonderfully in their own right the parking is an issue. Any steps you can take to remedy the issue would certainly be worthwhile. Thank you for all you do for the kids of Laurel and around our great State.

Sincerely,



Kevin St. John

Kevin O. St. John/4151 Thunder Ridge/Billings, MT 59101/Cell: 406/590-7045/  
Email: saint1962@yahoo.com

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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  
<https://cityoflaurelmontana.com/>



**RE: Urban Chickens (Yard Hens)**

**May 20, 2021**

Mayor Nelson and City Council,

In researching the information for Urban Chickens/Yard Hens throughout jurisdictions in Montana, I have found the following information.

**Helena, MT:** They have never prohibited the keeping of chickens therefore they do not have an ordinance. They treat them the same as they do a dog or cat with catching at large animals and turning over to humane society. If call pertaining to a rooster, they require that owner get rid of them.

**Belgrade, MT:** A draft was brought forth but was never adopted by the city since they do not have animal control officer and felt that the ordinance would require too much of the PD time to ensure enforcement.

**Billings, Bozeman and Missoula, MT:** All three have an ordinance, it is enforced by their animal control officer(s). I used their ordinances as an example for Council's review. They had a few common issues:

1. Roosters. As the chicks are not sexed when sold people have no way of knowing if hen or rooster until they have matured. The animal control officers then must notify them that they must get rid of the roosters.
2. Coups. All three stated you must watch how these are being constructed, placed and maintained. Common complaints are that they are placed too close to property boundaries or not secured.
3. Compliance with getting Permit to keep chickens. Although licenses range from \$10 - \$50 per year, people are not getting the proper license required by ordinance.
4. Confiscated chickens. Billings City Shelter takes the chickens and adopts them out. Missoula had to purchase a coup to hold them and then if unclaimed have a few rural connections that take them. Bozeman's shelter does not take them, so they must arrange for a safe, temporary shelter for them. This is usually at the Gallatin County Fairgrounds and then they must give them away to rural people willing to take them
5. Bozeman stated that they have several problems with stray dogs and cats killing chickens. In this instance both parties are held responsible: the dog/cat owner for not restraining his/her pets and the chicken owner for not keeping in secure enclosure.

**Karen Courtney, CCEO, CPSI, CBI, CFI1**  
Building Official/Code Enforcement Officer/Fire Inspector  
Playground Safety Inspector/ Safety Officer  
City of Laurel, MT



Most of the this is from the City of Bozeman's Ordinance and notations from Billings and Missoula were notated.

### Keeping of chickens (*gallus gallus domesticus*).

A. *Keeping of chickens lawful.* Subject to the standards in this article, it shall be lawful to keep of up to \_female domestic chickens (hens) per permit holder. Except as provided in section \_\_\_\_\_, chickens kept in accordance with the provisions of this section are not nuisance animals pursuant to section \_\_\_\_\_.

- **Under current zoning (Laurel Municipal Code only 1 would be allowed)**
- **Other jurisdictions: Bozeman – 15, Billings – 6, Missoula - 6**

B. *Location and number.*

1. Chickens may be kept in the following locations, subject to all other standards in this article:

- **Billings** – Single family parcel
- **Bozeman**
  - a. On a single household parcel;
  - b. On a parcel under unitary ownership with more than one dwelling on site; and
  - c. On residential parcels under common ownership.
- **Missoula** –
  - a. a single-family parcel(s); or
  - b. multi-dwelling parcel(s,) if all residents and the property owner(s) consent in writing before the fowl are acquired. The "allowed fowl" owner must keep a copy of the signed approval document and present it for inspection if requested by Animal Control personnel.

2. The number of chickens authorized per permit shall comply with the following, subject to all other standards in this article:

- **Billings** – Up to six (6)
- **Bozeman**
  - a. For the first 3,000 square feet of any residential parcel, up to four chickens;
  - b. For each additional 1,000 square feet of any residential parcel, one additional hen up to a maximum of 15; and
  - c. For parcels with multiple households the physical area used for determining the maximum number of allowed hens is exclusive to each permit and may not overlap. This may restrict the number of permits issued on a given parcel.
- **Missoula** - The total number of geese, plus ducks, plus other domestic fowl may not exceed six.

C. *Specific standards for chickens.*

1. No male chickens (roosters) over the age of three months are permitted.
2. No chickens may run at large within the corporate limits of the city. All chickens must be contained with the permittee's property boundary.
3. The permittee shall provide the chickens with a covered, predator-proof chicken house that is thoroughly ventilated, of sufficient size to admit free movement of the chickens. The chicken house

must be adjacent to and provide free access to the chicken enclosure. Any heat source or electrical facilities installed in a chicken house must comply with all adopted building and electrical codes of the city.

4. The permittee shall provide the chickens with a predator-proof enclosure of sufficient size to admit free movement of the chickens. Chicken enclosures may be movable.
    - **Billings** requires 2 square feet per chicken. Coop & enclosure no more than 12' at peak
    - **Missoula** requires 2 square feet per chicken
  5. Chickens shall be secured within the enclosure from sunset to sunrise.
  6. Chicken enclosures and houses must be kept in a neat and sanitary condition at all times and must be cleaned on a regular basis so as to prevent offensive odors.
  7. Chickens shall have continuous access to adequate food and water.
  8. Stored feed must be kept in a rodent- and predator-proof container.
  9. Chickens shall be maintained in a healthy condition. Ill chickens shall either receive appropriate medical care or be culled.
  10. No chicken house shall be located closer than 20 feet to any structure inhabited by someone other than the chicken owner, custodian, or keeper, and not closer than five feet to any property line. Chicken houses may be movable but must comply with all standards of this section.
    - **Billings**- no closer than 10 feet from public right of way, sidewalk or neighboring property line. Also prohibits keeping in front yard.
    - **Missoula** – 20 feet from any residential structure occupied by someone other than the owner, custodian or keeper.
  11. No chicken shall be kept in a manner so as to create noxious odors or noise of a loud, persistent and habitual nature.
  12. No chickens shall be slaughtered within the public view.
    - **Billings** also includes the verbiage: within view of adjacent property or public
- D. **Permits required/inspections. This is not included in Billings' or Missoula's ordinance they just state you are required to obtain a permit.**
1. Prior to the keeping of any chickens, a party seeking to keep chickens shall obtain a permit from the city. A permit fee may be established by resolution of the city commissions and may be revised from time to time. Only one permit shall be issued per household. Issuance of a permit is a discretionary act.
  2. The owner of the chickens shall keep a copy of all signed city approval documents for inspection upon request by an animal control officer.
  3. A permit for chickens under this section does not relieve any party from any requirement to obtain any other permit or other necessary approvals for any structure, fence, lighting, heat source, etc. as required by this Code.
  4. A party wishing to keep chickens shall submit an application to keep chickens to the city treasurer's office. The application shall contain the following:
    - a. A sketch identifying the property boundaries, the location of all structures on the property and distances between said structures and between the property boundaries. The sketch must also indicate the location of the chicken enclosure and chicken house.
    - b. The name, address, and signed statement of the property owner, if different from the applicant, consenting to the keeping of the applied for number of chickens on the property.



- c. Whether the number of chickens kept will be between one and six, or between seven and 15.
  - d. A description of the enclosure and chicken house, including materials used and cubic footage.
  - e. A sworn statement that all statements contained in the application are true and that the permit holder shall keep the chickens in compliance with the terms of the permit, application and this section.
  - f. The applicant shall provide each residence adjacent, including those adjacent across a public right-of-way, an acknowledgement of notification and request for hearing form and indicate on said form that the applicant intends to keep chickens in the manner described in the application. The applicant shall submit the signed forms and a listing of all adjacent residents with the application. If a neighbor refuses to sign, the applicant shall so state on the application. For the keeping of seven or more chickens, if two or more adjacent residences request a hearing, the city shall schedule and notice a hearing before the city commission pursuant to subsection E of this section.
  - g. Where the party seeking to keep chickens is not the fee owner of the property upon which chickens will be kept, the applicant shall obtain the property owner's consent in writing to keep chickens on the property. The owner's consent shall be submitted with the permit application or renewal. For the purposes of this section, when a party seeks to keep chickens on a property owned as condominium, the consent of the property owner's association must be obtained. An officer of the association may sign as the landowner.
5. For any party wishing to keep seven or more chickens, up to the maximum number allowed, the party shall have the location inspected by a city animal control officer prior to the keeping of seven or more chickens. The animal control officer shall review the enclosure, chicken house, and all matters related to the keeping of chickens.
  6. If, during any inspection, the animal control officer determines changes are to be made to the enclosure, chicken house, or to the number of chickens to be kept, or require mitigation for the impact to adjacent properties, such as fencing or other screening, the applicant/permit holder shall comply with the order of the animal control officer. A person aggrieved by a decision of the animal control officer may appeal to the city manager who shall review all applicable information and issue a decision on the appeal. Appeals from the city manager's decision on an application, permit or order of an animal control officer's decision may be made to the city commission. At the time of final approval by animal control, the officer shall indicate final approval on the permit and keep a record of final approval.
  7. A permit to keep chickens is specific to the permit holder and the location of the permit. A person wishing to move chickens to a different property shall obtain a new permit. A new resident of a property who intends to keep chickens shall obtain a new permit regardless of whether chickens were kept on the property or continue to be kept on the property.
  8. Approval of a permit to keep chickens authorizes the permit holder to keep the number of chickens in the manner described on the application and permit. Any increase to the number of chickens to seven or more up to the maximum number allowed, or a significant change to the manner of keeping said chickens shall require a new permit.
  9. Nothing in this section shall prevent an animal control officer from requiring an inspection of a property prior to or after issuance of a permit for any number of chickens including six or less.
  10. Changes to the standards contained in this section shall require any permit holder to comply with any new standard, regulation, or condition and no notice to a permit holder is required prior to enforcement of any new standard beyond that required for adoption of a new or revised ordinance.
- **Billings also includes this in their ordinance**

- E. *Protest and hearing.* **(Not included in Billings or Missoula)** For the keeping of seven or more chickens, a request by the occupants, owners, or residents of two or more adjacent properties for the city commission to conduct a hearing on the application shall subject the application to a hearing before the city commission. Adjacent properties shall include those properties adjacent by a public right-of-way and include those connected by property corners. If a hearing is held the commission may issue a permit if the commission finds:
1. That the site for the proposed use is adequate in size to accommodate such the keeping of chickens, and all yards, spaces, fences, and enclosures are adequate to properly relate such use with the land and uses in the vicinity;
  2. That the proposed use will have minimal adverse impact on adjacent properties or residents; and
  3. That any conditions stated in the approval are in addition to those required in this article and are deemed necessary, and shall apply and be followed by the applicant and the property owner as a condition of approval.
- F. *Enforcement.* Upon receiving a complaint of a possible violation, the animal control officer will investigate and determine if a violation of this section exists. If the animal control officer determines a violation exists, the officer may serve upon the permit holder or the owner or lessee of the property a written notice of violation and an order to take corrective action, may issue a warning, or may immediately issue a violation notice. The notice of violation may be served by leaving the notice in a conspicuous location at the place of the keeping of the chickens, or in accordance with section \_\_\_\_\_. The animal control officer will revisit the owner's address ten days or more after the notice of violation is issued. The provisions of sections \_\_\_\_\_ and article \_ of this chapter shall apply to the keeping of chickens.
- **Billings: municipal infraction with civil penalties.**
  - **Missoula: Misdemeanor offense**

**Same—Notice to owner; redemption conditions. (Bozeman Only)**

- A. It is the duty of every owner of any animal to know its whereabouts at all times. In the event that any animal is impounded, the owner shall redeem the same within 96 hours, or it shall be subject to disposal by the animal shelter director as provided in section \_\_\_\_\_. The owner of any impounded animal may redeem the same within such a period of time by accepting a citation for violation of any ordinance of the city for which the owner may be properly charged, and posting any boarding fees to the animal shelter in accordance with their established fee rates.
- B. If an impounded animal is suspected or known to have dangerous or vicious propensities, or accused of being a nuisance animal, it shall not be released or redeemed unless, or until, a hearing can be held before the municipal court to determine under what conditions, if any, such animal shall be released or redeemed. A complaint may be filed in municipal court against the person redeeming any animal impounded for violation of any provision of this article.
- C. To reclaim or redeem any animal impounded on the belief said animal is repeatedly at large, or is a nuisance, the owner must petition the municipal court for a hearing to determine under what conditions, if any, such animal shall be released or redeemed. During the hearing, the court will hear evidence to determine whether the animal should be declared a nuisance animal, to include any recommendations by the animal control officer. If a determination is made that the animal is repeatedly at large, or otherwise a nuisance, the owner shall be ordered to comply with provisions or conditions made by the court, including, but not limited to, ordered confinement of the animal in a secure enclosure. If the owner does not file such a petition within four days of the impound, the animal shall become the property of the city and subject to disposal by the animal shelter director as provided in section \_\_\_\_\_. Impoundment and associated costs, including any costs of destruction, shall be at the expense of the owner.

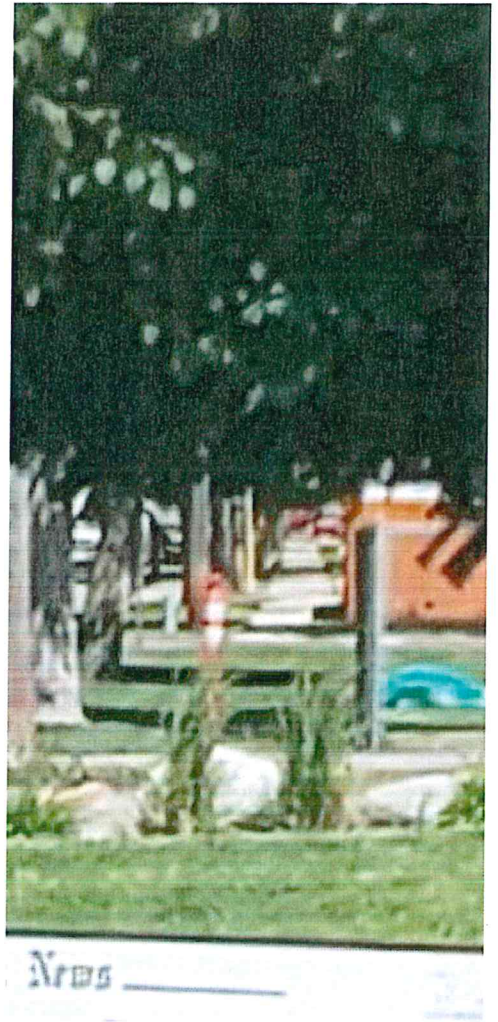


- D. To reclaim or redeem any animal impounded on the belief said animal is dangerous, vicious or the subject of abuse, the owner must petition the municipal court for a hearing to determine under what conditions, if any, such animal shall be released or redeemed. During the hearing, the court will hear evidence to determine whether the animal should be declared dangerous, vicious, or whether the animal was endangered by cruel treatment, and will take into consideration any recommendations by the animal control officer regarding the release of the animal. If a determination is made that the animal is dangerous, vicious, or the animal has been subject to cruel treatment, the owner shall be ordered to comply with provisions or conditions made by the court. If the owner does not file such a petition within four days of the impound, the animal shall become the property of the city and subject to disposal by the animal shelter director as provided in section \_\_\_\_\_. Impoundment and associated costs, including any costs of destruction, shall be at the expense of the owner. The animal shall not be released to the owner until such hearing is held.

**Same—Disposition of unredeemed animals. (Bozeman Only)**

If any animal is not redeemed within 96 hours from the time it is taken and impounded, the owner thereof shall forfeit all right, title, and interest therein, and the animal shelter director may offer the same for sale or adoption. Sale or adoption, and such certificate of sale, shall confer title and ownership of the animal, free of all claims and interest of the previous owner. In the event that any impounded animal is not redeemed by the owner or purchased, it may be disposed of by the animal shelter director or contracting agency in a humane manner. Any animal suffering from an infectious disease shall not be released but shall be disposed of, unless the public health officer shall otherwise order. Any animal deemed dangerous or vicious by the court may not be sold or adopted without proper disclosure to the individual purchasing or adopting said animal, to include the nature and extent of the behavior prompting the declaration of the court.







TIFD Annual revenue is Approx  
\$ 650,000 - 700,000

Total Annual expenditures are

\$ 559,988

- 180,239 Debt Service

- 355,000 Grants

- 24,749 Wages (Nick)  
Operating exp.  
ext.

That leaves \$ 90,012 - 140,012

left over

We plan on moving more of the  
Planning Director's wages here because  
he is spending more time on TIFD  
~~the~~ Grants / Projects, so there will be  
less money next fiscal year.

## Bethany Langve

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**From:** Kessler, Jessica <Jessica.Kessler@mt.gov> on behalf of DOA LGSB Portal Registration <LGSPortalRegistration@mt.gov>  
**Sent:** Tuesday, June 15, 2021 3:43 PM  
**To:** Bethany Langve  
**Subject:** City of Laurel: NEU State and Local Fiscal Recovery Funds for Local Governments Request - Approved

**The request from the City of Laurel for the first tranche of the American Rescue Plan Act State and Local Fiscal Recovery Funds has been approved for \$860,191.92 and was approved on June 15, 2021.**

Your NEU's Recipient Number, MT-5603, will be used as an identifying number throughout the program's lifecycle, including reporting purposes to the US Treasury. Be sure to retain a copy of the award agreements you submitted, as you will need to also report those to the US Treasury, which is due by 10/31/21.

In addition to other reporting requirements, you will be asked to provide US Treasury with the following:

- NEU Recipient Number
- Copy of signed award terms and conditions agreement
- Copy of signed assurances of compliance with Title VI of the Civil Rights Act of 1964
- Copy of actual budget documents validating the top-line budget total provided to the State as part of the request for funding

Visit the [US Treasury's website \[home.treasury.gov\]](https://home.treasury.gov) for the latest information and guidance, Interim Final Rule, FAQs, fact sheet, use of funds, and more. Information regarding establishing the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund can be found in sections 602 and 603 of the Social Security Act.

Sincerely,

The State of Montana



**File Attachments for Item:**

11. Public Works Committee Minutes of May 17, 2021.

**MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, MAY 17, 2021**

The Public Works Committee meeting was called to order at 6:00pm on Monday, April 19, 2021 by Committee Chair, Heidi Sparks.

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

**Others Present:** Kurt Markgard- Public Works Director

**Public Input:** None

**General Items:**

1. Approval of the Minutes from March 15, 2021 and April 19, 2021- Motion by Irv Wilke and seconded by Richard Herr. Motion carried.

**New Business**

2. Emergency Call Out Report- Report attached
3. KLJ Engineering Report- Report attached
4. Pavement Maintenance Districts Discussion led by Public Works Director Kurt
  - a. Creating districts gives the option to charge street maintenance assessment based on usage in different areas. Ex. Arterial roads can be charged differently than non-arterial
  - b. One suggestion is a business district for street maintenance
  - c. Maintenance fees remain within the district assessed
  - d. Kurt will invite Jeffiner Duray to attend the June Public Works committee meeting

**Old Business: None**

**Other Items**

- Dan Koch brought forward a few items:
  - Water issue on street at Mo's Cones- Kurt stated this is on hold to fix because W 7<sup>th</sup> will need to be reconstructed on that block. This will be coming out of street maintenance and it needs to be determined what will be left over from the Pavement Maintenance Project
  - 300 block of Montana- a hole was made to reach the water line but was not properly filled
  - Parking lot at Thompson Park by the High School needs to be addressed
- Marv Carter brought forward a few items:
  - Restrooms at the parks are currently closed, when will these be opened- Kurt stated park restrooms are typically opened after school gets out

- DMV Closure- Kurt states this was due to staffing shortage and is handled by the county not the city
- South Pond Parking lot needs gravel added

**Announcements**

5. Next Meeting will be Monday, June 21, 2021 at 6:00pm

Meeting adjourned at 7:20pm.

## Emergency Call Out for May 17, 2021 Public Works Committee Meeting

4-19-2021 Water Turn on Atchison Drive.

4-21-2021 Water turn off 511 7<sup>th</sup> Ave.

4-27-2021 Water Turn on 1316 Hwy 10 apartment complex sold.

4-29-2021 Water sprinkler leak at the pool building.

5-01-2021 Water shut off 304 3<sup>rd</sup> Ave.

City had a water leak North of Nutting Park on April 29, 2021. PWD noticed ducks flying up from a field and investigated the water in the field. Rusted out water line repair clamp from 2008 was the cause of the water leak.





### ***2022 Pavement Maintenance Project (KLJ #????-?????)***

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

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

*Current Status:*

- Project Scope and Task Order being put together
- Council Workshop June 1<sup>st</sup>, 2021
- Council Meeting June 8<sup>th</sup>, 2021

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

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

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

*Current Status:*

- Task Order Approved by Council on May 11<sup>th</sup>
- Kickoff Meeting May 21<sup>st</sup>

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

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

Project Scope: To Update the existing computer model for the water distribution system, review the booster station alternatives with regards to the new proposed school location, analyze up to 3 different sites for a new water tank, and explore funding alternative for all potential projects.

*Current Status:*

- Project Analysis is in Progress.
- Final Report is due Sept. 1<sup>st</sup>.



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

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

Project Scope: Abandonment of a 12" waterline that connects 11<sup>th</sup> St. to 12<sup>th</sup> St north of 5<sup>th</sup> Ave. in Laurel. A new 12" waterline will connect at the intersection of 5<sup>th</sup> Ave. and 11<sup>th</sup> St, route east to 4<sup>th</sup> Ave. and then north to 12<sup>th</sup> St. where it will turn back west and connect at the original connection point along 12<sup>th</sup> St.

*Current Status:*

- Bids Opened May 6<sup>th</sup>.
- Council Workshop on May 18<sup>th</sup>.
- Construction expected to begin in June and be complete in October.

### ***Southside Stormwater Study (KLJ #2004-01470)***

Reason for Project: Analyze Laurels South side to determine needed improvements for stormwater.

Project Scope: : To complete a stormwater master plan for the areas south of the train tracks and west of Highway 212.

*Current Status:*

- Project Analysis is in process.
- Final Report is due September 1<sup>st</sup>, 2021

### ***WWTP Screw Pump B Replacement (KLJ #2004-01359)***

Reason for Project: To replace screw pump B at the Laurel Wastewater Treatment Plant.

Project Scope: Reconstruction and rehabilitation of the Archimedes Screw Pump "B" at the City of laurel Wastewater Treatment Plant.

*Current Status:*

- Submittal to DEQ May 22nd, 2021
- Advertise on May 27<sup>th</sup>.
- Bid Opening June 10<sup>th</sup>.

### ***WTP Lift Well Replacement (KLJ #2004-01487)***

Reason for Project: To replace a lift well at the Laurel Water Treatment Plant.





## City of Laurel Project Status Update May 14, 2021



Project Scope: Reconstruction and rehabilitation of the lift well at the City of Laurel Water Treatment Plant.

*Current Status:*

- DEQ Submittal on May 22<sup>nd</sup>
- Advertise July 15<sup>th</sup>.
- Bid Opening July 30<sup>th</sup>.
- Council Workshop on August 3<sup>rd</sup>, 2021

### **2021 Pavement Maintenance Project (KLJ #2004-00831)**

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

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

*Current Status:*

- Approved by Council on May 11th
- Start Construction June 1<sup>st</sup>
- Project to be complete by August 15th

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

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

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

*Current Status:*

- Waiting on Pricing to come back from supplier

### **Water Tank Recoat (KLJ #1904-01843)**

Reason for Project: The coating on the City water tank has deteriorated to the point where it is flaking and peeling.

Project Scope: Design, bid, and administer the recoating of the water tank.

*Current Status:*

- Final Design June 15<sup>th</sup>, 2021
- Bid Date June 15<sup>th</sup>, 2021



### ***Yellowstone River Crossing (KLJ #2004-00542)***

Reason for Project: The 4" waterline that serves Riverside park campground freezes during the winter months and leaks where it crosses the Yellowstone River.

Project Scope: Design, bid, and administer the replacement the waterline that is attached to the bridge crossing the Yellowstone River

*Current Status:*

- Bid Opened on April 29<sup>th</sup>.
- Council Workshop May 18<sup>th</sup>.
- City Council for Approval May 25<sup>th</sup>
- Project to be complete by Sept. 1<sup>st</sup>

### ***Data and Asset Management (KLJ # 1804-00461)***

Reason for Project: Consolidate infrastructure information

Project Scope: Assemble city infrastructure data into a single source, which can be used to track and manage assets

*Current Status:*

- Final comments incorporated and set delivered to City

### ***Design Standards & Rules Update (KLJ # 1804-02569)***

Reason for Project: Update old standards

Project Scope: Develop a set of cohesive and concise design standards for public improvements to help facilitate reviews of new developments and ensure the public improvements are designed in the City of Laurel's best interest.

*Current Status:*

- Drafts of the all sections of the manual are complete
- Final sections of streets, water and sewer are complete

### ***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.





## City of Laurel Project Status Update May 14, 2021



### *Current Status:*

- Site Plan Review – Lot 1B, Block 1, Entertainment Subdivision package received May 7<sup>th</sup>, 2021
- Subdivision Review – Goldberg Sporting Estates Sewer Recommended language Sent to Kurt April 22<sup>nd</sup>, 2021. Needs to go to City Council
- Subdivision Review – Cherry Hills 3<sup>rd</sup> Filing Preapplication Letter sent Jan. 1<sup>st</sup>, 2021
- Subdivision review - Iron Horse Station Subdivision Water & Sewer Delivered Approved, Streets & Storm comments sent May 5<sup>th</sup>, 2021
- Growth Policy Update –Completed December 15, 2020

### ***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 bi-weekly to discuss current and future projects. As these are tentative, the timing and extent of KLJ's services are TBD, unless noted otherwise.

#### Anticipated FY21 Projects

1. West Railroad Street Reconstruction- Proposal submitted
2. Water System Planning
  - a. Booster station rehabilitation or replacement (task order forthcoming)
  - b. Water storage tank Preliminary Engineering Report
3. Capital Improvement Plan (CIP) – Task Order to Mayor
4. 7<sup>th</sup> Street reconstruction from 1<sup>st</sup> Street to
5. Waterline extension out to Golf Course Road

#### Other Potential Future Projects

1. West Side TIFF

## **ORDINANCE NO O20-03**

### **AN ORDINANCE AMENDING TITLE 12 CHAPTER 12.04 OF THE LAUREL MUNICIPAL CODE RELATING TO THE CITY'S STREET AND SIDEWALK CONSTRUCTION AND MAINTENANCE.**

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

WHEREAS, the City's Public Works Director and City Attorney prepared the amendments below to the Laurel Municipal Code to remain consistent and in accordance with the State of Montana's Laws adopted by the Legislature; and

WHEREAS, the City's Public Works Director and City Attorney prepared, reviewed, and recommends the following amendments to Title 12, Chapter 12.04 as noted herein as follows:

#### **Chapter 12.04 - STREET AND SIDEWALK CONSTRUCTION AND MAINTENANCE**

- 12.04.030 - Streets.
- 12.04.040 - Definitions.
- 12.04.050 - Creation and alteration of maintenance districts.
- 12.04.051 - Improvements within maintenance districts-District Work and Improvement Plan.
- 12.04.052 - Notice of District Work and Improvement Plan for improvements.
- 12.04.053 - Protest.
- 12.04.054 - Choice in manner of making assessments.
- 12.04.055-12.04.059 Reserved
- 12.04.060 - Resolution for assessment of costs for maintenance of existing districts.
- 12.04.061 - Notice of resolution for assessment.
- 12.04.062 - Hearing on resolution for assessment of costs.
- 12.04.063 - Assessment of costs of improvements and maintenance of improvements.
- 12.04.064 – Assessment of costs.
- 12.04.065-12.04.069- Reserved.
- 12.04.070 - Financial assistance options.
- 12.04.080 - Water user entities exempt from special assessments.
- 12.04.090 - Reserved.

#### **12.04.030 - Streets.**

A. Supervision. All maintenance and repairs of public streets, alleys, sidewalks and other public ways shall be under the supervision of the Public Works Director. He/she shall enforce all ordinances and provisions relating to such public places (except traffic ordinances).

B. Construction. It is unlawful to construct or lay any pavement on any public street, sidewalk, alley or other public way, or to repair the same, without having first secured a permit therefor. Applications for such permits shall be made to the city clerk-treasurer, and approved by the Public Works Director, and shall state the location of the intended pavement or repair, the extent thereof, and the person or firm who is to do the actual construction work. No such permit shall be issued except where the work will conform to the ordinances of the city.

C. Engineer Plans.

1. Each applicant for construction or reconstruction of any public street, alley or other public way, shall file with the Public Works Director engineering plans and specifications prepared by an engineer certified by the state. No permit shall be issued until the engineering plans and specifications are approved by the Public Works Director.

2. A certified engineer may prepare the engineering plans and specifications for construction or reconstruction of any public street. Engineering plans and specifications preparation costs by the city engineer shall be paid by the applicant. The engineering plans and specifications preparation costs shall be based on the reasonable, customary charges for similar services.

D. Inspection. All street improvements shall be inspected during the course of construction by an inspector appointed by the Public Works Director, salaries and other costs in connection with such inspections shall be paid by the applicant, and such costs shall be based on the reasonable, customary charges for similar services.

E. Bond. Each contractor for construction or reconstruction of any public street shall file a bond in the amount equal to the estimated cost of construction of the improvement and indemnify the city for any loss or damage resulting from the work undertaken or the manner of doing the same.

F. Specifications. All street and sidewalk pavements shall be made in conformity with specifications laid down or approved from time to time by resolution of the city council.

(Ord. 97-2 § 4 (part), 1997; prior code § 11.32.030)

(Ord. No. O12-07, 1-15-13)

Editor's note— Formerly numbered as § 12.04.020.

12.04.040 - Definitions.

"Improvements" as used in this section includes but is not limited to the installation of traffic signs, new curb and gutter construction, narrowing, widening and rebuilding of existing streets.

"Maintenance" as used in this section includes but is not limited to sprinkling, graveling, oiling, chip sealing, seal coating, overlaying, treating, general cleaning, sweeping, flushing, snow removal, leaf and debris removal, the operation, maintenance and repair of traffic signal systems, the repair of traffic signs, the replacement and maintenance of pavement markings, curb and gutter repair, and minor sidewalk repair that includes cracking, chipping, sinking, and replacement of not more than 6 feet of sidewalk in any 100 foot portion of sidewalk. Maintenance in the districts may be done by contract or by forces employed by the city or by both, in a manner determined by the city council.

(Ord. 04-2 (part), 2004)

#### 12.04.050 - Creation and alteration of maintenance districts.

A resolution shall be adopted dividing the whole or any part of the city or town into maintenance districts, to be known and designated by number. The resolution shall plainly define the boundaries of the district or districts and describe the streets, alleys, and public places or any part thereof constituting the district or districts. The adoption of this section has no effect on any existing maintenance districts created previous to this amendment. When defined, maintenance districts may not be changed during the same calendar year but may be changed by resolution in any succeeding year. (Ord. 04-2 (part), 2004)

#### 12.04.051 - Improvements within maintenance districts-District Work and Improvement Plan.

A. The city may prepare and improve streets, avenues, and alleys within the maintenance districts so that the maintenance will be of a durable and continuing benefit. The city council shall provide, pursuant to this ordinance, a written plan that includes the method or methods of doing the work and improvements "District Work and Improvement Plan." For the purposes of this section, "improvements" includes but is not limited to the installation of traffic signs, new curb and gutter construction, and widening of existing streets.

B. The city is authorized to maintain the work and improvements made under this section.

C. At least 12 days must elapse between the day on which the proposed District Work and Improvement Plan is introduced and the day on which final action on such plan is taken.

#### 12.04.052 - Notice of District Work and Improvement Plan for improvements.

The city clerk must give notice of the introduction of the proposed District Work and Improvement Plan and of the time it will be up for final adoption. The notice must be published as provided in MCA 7-1-4127

#### 12.04.053 - Protest.

No further action shall be taken upon the proposed district for 1 year if a written protest against passage of the proposed District Work and Improvement Plan is filed by:

A. owners of property within the proposed maintenance district having a taxable valuation, when aggregated, representing not less than 50% of the total taxable valuation of property within the district;

B. not less than 50% of the owners of property within the district; or

C. owners of property within the proposed maintenance district having projected assessments, when aggregated, representing not less than 50% of the total projected assessments for property within the district.

#### 12.04.054 - Choice in manner of making assessments.

The assessments for the costs and expenses of maintaining streets, alleys, and public places shall be made against all of the property embraced within each maintenance district by one of the methods provided in MCA 7-12-4422.

12.04.055 through 12.04.059 Reserved.

12.04.060 - Resolution for assessment of costs for maintenance of existing districts.

A. With the consultation and advice of the Public Works Director, the city council shall estimate, as near as practicable, the cost of maintenance in each established district annually, not later than the second Monday in August. The council shall pass and finally adopt a resolution specifying the district assessment option and levying and assessing all the property within the several districts with an amount equal to not less than 75% of the entire cost of said work.

B. The resolution levying the assessment to defray the cost of maintenance shall contain or refer to a list in which shall be described the lot or parcel of land assessed, with the name of the owner thereof if known, and the amount levied thereon set opposite.

C. Such resolution shall be kept on file in the office of the city clerk.  
(Ord. 04-2 (part), 2004)

12.04.061 - Notice of resolution for assessment.

A. A notice, signed by the city clerk, stating that the resolution levying a special assessment or changing the method of assessment to defray the cost of maintenance in the district or districts is on file in the city clerk's office and subject to inspection, must be published as provided in MCA 7-1-4127.

B. The notice must state the time and place at which objections to the final adoption of the resolution will be heard by the council and must contain a statement setting out the method of assessment being proposed for adoption or the change in the method of assessment that is being proposed for adoption. The time for the hearing must be at least 5 days after the final publication of the notice.

12.04.062 - Hearing on resolution for assessment of costs.

A. At the time so set, the council shall meet and hear all objections which may be made to such assessment or any part thereof and may adjourn from time to time for that purpose and may by resolution modify such assessment in whole or in part.

B. A copy of the resolution, certified by the city clerk, must be delivered to the financial officer, and the assessments shall be placed upon the tax roll and collected in the same manner as other taxes.

#### 12.04.063 - Assessment of costs of improvements and maintenance of improvements.

The city is authorized to assess the cost of the work, improvements, and maintenance authorized by 7-12-4405 against the property in maintenance districts in the manner and as provided in 7-12-4421 and 7-12-4422 to meet the payments required to be made each year.

#### 12.04.064 —Assessment of costs.

A. For the purposes of this section, "assessable area" means the portion of a lot or parcel of land that is benefited by the maintenance district. The assessable area may be less than but may not exceed the actual area of the lot or parcel.

B. The city council shall assess the percentage of the cost of maintenance established in MCA **7-12-4425** against the entire district as follows:

(1) each lot or parcel of land within the district may be assessed for that part of the cost that its assessable area bears to the assessable area of the entire district, exclusive of streets, avenues, alleys, and public places;

(2) each lot or parcel of land within the district abutting upon a street upon which maintenance is done may be assessed for that part of the cost that its street frontage bears to the street frontage of the entire district;

(3) if the city council determines that the benefits derived from the maintenance by each lot or parcel are substantially equivalent, the cost may be assessed equally to each lot or parcel located within the district without regard to the assessable area of the lot or parcel;

(4) each lot or parcel of land, including the improvements on the lot or parcel, may be assessed for that part of the cost of the district that its taxable valuation bears to the total taxable valuation of the property of the district;

(5) each lot or parcel of land within the district may be assessed for that part of the cost that the reasonably estimated vehicle trips generated for a lot or parcel of its size in its zoning classification bear to the reasonably estimated vehicle trips generated for all lots in the district based on their size and zoning classification;

(6) any other assessment method provided in MCA **7-11-1024** may be used; or

(7) any combination of the assessment options provided in subsections B(1) through B(7) may be used for the district as a whole or for any lot or parcel within the district.

(Ord. 04-2 (part), 2004)

12.04.065-12.04.069- Reserved.

12.04.070 - Financial assistance options.

A. The city is authorized to:

(1) enter into suitable agreements with the United States of America, the State of Montana, or a building and loan association, savings and loan association, bank, or credit union that is a regulated lender as defined in MCA 31-1-111 for loans of money and for receiving financial assistance to do the work and improvements contemplated by MCA 7-12-4405; and

(2) provide for the repayment of the loans by yearly payments from funds derived from districts created under this Chapter, apportioned over a period of time not exceeding 20 years.

12.04.080 - Water user entities exempt from special assessments.

Rights-of-way, ditches, flumes, pipelines, dams, water rights, reservoirs, equipment, machinery, motor vehicles, and other personal property owned by a nonprofit water company, water users' association, irrigation company, canal company, ditch company, reservoir company, or similar nonprofit water user entity are exempt from every special assessment imposed by any improvement or maintenance district created under this Chapter.



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

Introduced and passed on first reading at a regular meeting of the City Council on August 11, 2020, by Council Member Sparks.

PASSED and ADOPTED by the Laurel City Council on second reading this 25<sup>th</sup> day of August, 2020, upon motion of Council Member Nelson.

APPROVED BY THE MAYOR this 25<sup>th</sup> day of August 2020.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

**File Attachments for Item:**

12. City/County Planning Board Minutes of December 16, 2020.



**MINUTES  
CITY OF LAUREL  
CITY/COUNTY PLANNING BOARD  
WEDNESDAY, DECEMBER 16, 2020**

**5:35 PM**

**ONLINE - JOIN WITH:**

**[HTTPS://US02WEB.ZOOM.US/J/89615296211?PWD=RJLEEKM4DXRRS1Y3  
EUFTUJLLY2R0UT09](https://us02web.zoom.us/j/89615296211?pwd=RJLEEKM4DXRRS1Y3EUFTUJLLY2R0UT09)**

**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 5:38pm.

Dan Koch  
Kon Klasna  
Ron Benner  
Gavin Williams  
Judy Goldsby  
Nick Altonaga (City of Laurel)

**General Items**

**2. Approve Meeting Minutes: October 21, 2020**

The Chair moved the Minutes to the front of the agenda. (previously 3<sup>rd</sup> on the agenda)

Members reviewed the Minutes from October 21, 2020.

Jon Motioned to accept the minutes as written  
Ron Seconded.  
Motion Carried.

**3. Public Hearing: Conditional Land Use Permit - Soda Station**

Nick read through the staff report, presenting the situation and staff findings. The Applicant was not present at the public hearing.

Planning Board Members discussed the Conditional Land Use Permit.

Ron Benner:

Traffic flow doesn't make much sense due to the location of the kiosk. Which side of the barrier is it on? This could be a big traffic problem due to pedestrian traffic. May create a hazard due to the direction of traffic.

There is a barrier between Dominos and Ricci's so there could be an issue.

Members discussed how a more central location on the rear lot would allow for easier turn-around and flow.

Members raised concerns regarding the lack of water/wastewater services. It is an unfair business advantage due to lack of full taxes paid to the city. Kiosks do not have the same costs as brick-and-mortar stores and businesses.

Biggest concern is traffic. Can't see a way to get the traffic to work.

Gavin Williams: Do not think it is our job to be traffic police.

Jon Klasna: Can we put a time limit on the length of use of a kiosk?

We can place conditions on the Conditional Land Use permit. This can include some of our concerns including:

- Applicant must utilize city waste hauling services.
- Applicant must create an agreement with nearby property for bathroom services.

Jon: Possibly set the kiosk off a lane width from the alleyway and create a turn-around area.

Dan Koch: The applicant is using everyone else's accesses to get to the stand.

Nick: We could set a time limit for the use, possibly one year.

Ron: Anticipate that there definitely will be walk ups to the stand.

Jon: Are they going to build it on site, or have it be pre-fabricated?

Ron: Suggests we postpone a recommendation to City council until the Applicant can attend the meeting and answer some questions.

Members discussed the property owners nearby.

The Chair closed the public hearing.

Ron Motioned to table the item until such time that the applicant can attend to answer additional questions.

Dan Seconded.

Jon, Dan, Ron, Judy voted in favor.

Gavin voted in opposition.

Motion Carried.

## **New Business**

### **4. Sign Review - Fiesta Mexicana**

Nick presented the item.

Jon was concerned about the location of the sign.

Gavin made a motion to approve the Sign Replacement for Fiesta Mexicana

Ron Seconded.

Motion Carried.

#### 5. Chevrolet Sign Replacement

Nick Presented the Chevrolet Sign relocation. Provided background history. Judy provided additional background from her time on the Board. Nick suggested that the Electronic Message sign be shut down until such time that a variance can be applied for.

Gavin: Could we find another way to shut down the sign? We don't need the kind of optics that businesses are going out of businesses. Would like to give a softer answer, possibly develop a timeframe.

Members discussed the relocation and the possibility of a variance being applied for.

Gavin Motioned to approve the sign relocation with the condition that Chevrolet will apply for a variance for the current Electronic Message Board sign within 6 months and accept the ruling or shut the electronic message board sign down.

Jon Seconded.

Motion Carried.

### **Old Business**

#### 6. Goldberg Sporting Estates Subdivision

Nick provided an update on the Goldberg Sporting Estates Subdivision, including background for Gavin who was not present at the public hearing in October. Nick suggested a motion to deny Goldberg Sporting Estates Subdivision as presented due to a denial of variances by City Council.

Members discussed the situation and how it can move forward positively. Nick provided information on the Subdivision regulations and timelines for review.

Ron Motioned to have the Planner and City Staff communicate to the developer that the current design is ineligible, and a resubmittal of an updated subdivision design is required.

Dan Seconded.

Motion Carried.

### **Other Items**

#### 7. Upcoming Projects Discussion

Nick provided a brief update on projects that are under discussion.

### **Announcements**

#### 8. Next Meeting: January 20, 2020

9. Adjourn

Ron Motioned to adjourn.

Dan Seconded.

Motion Carried.

Meeting adjourned at 7:14pm.

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

**DATES TO REMEMBER**

**File Attachments for Item:**

13. City/County Planning Board Minutes of May 19, 2021.





**MINUTES  
CITY OF LAUREL  
CITY/COUNTY PLANNING BOARD  
WEDNESDAY, MAY 19, 2021  
5:35 PM  
CITY COUNCIL CHAMBERS**

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

1. Roll Call

The Chair called the meeting to order at 5:35pm

Jon Klasna  
Ron Benner  
Evan Bruce  
Dan Koch  
Judy Goldsby  
Nick Altonaga (City of Laurel)

**General Items**

2. Approve Meeting Minutes: April 21, 2021

Evan noted that he is not noted on the roll call.

Dan Motioned to approve the Minutes from April 21, 2021 with the addition of Evan to the roll call.  
Ron Seconded.  
Motion Carried.

3. Public Hearing: Bitterroot Grove Townhome Planned Unit Development

Planning Directory Nick Altonaga presented his staff report that included a summary of the project, his recommended conditions of approval, and other details.

The Chair called for Proponents.

Forrest Mandeville, Planner for the Applicant. Columbus, MT. He is in support the conditions stated by the City Planner, would be willing to work with the city departments moving forward.

The Chair Called for proponents.  
The Chair Called for proponents.

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

The Chair opened discussion to the Planning Board members.

Ron: A couple questions including:

- The North side of the road has curb and gutter, will E 8<sup>th</sup> Street have curb and gutter?

This will be a great improvement, but the high-density development will add a lot of traffic to already bad-quality roads. Fir and Juniper (especially Fir) are some of the worst roads in town.

The City will have to improve the adjacent intersections. The project will have 1.5-2 cars per unit. E 8<sup>th</sup> street is not built out properly to handle this. Will not approve the project if curb, gutter, and sidewalk are not included.

How will the private water line function?

Darrell Dyer, the applicant: The Water line will be one line in one line out.

Ron: Where is the parkland? I bring this up a lot, where will the parkland be? Is there a walking path coming in?

Darrell: Yes it is a walking path around the back side of the townhomes.

Ron: How will firetrucks maneuver?

Forrest Mandeville: We are proposing improvements along Fir, Juniper, and E 8<sup>th</sup> that will help sight line issues in the immediate vicinity.

The Sidewalk requirements come from the Annexation Policy and what is required.

We meet the limit for open space under the PUD code, minimum 20%. We have about 34%.

Ron: What about up on E. 8<sup>th</sup> street? Do we need an easement to expand the right of way?

Nick: Forcing an easement or dedication of right of way on the parcel could be considered a hardship when not done for the rest of the roadway. We are also a product of the historic surveys that platted the roadways.

Ron: We want to make sure that this is done the first time, We always say "we'll get it right next time"

Nick: I will be bringing up E. 7<sup>th</sup> Street up during the upcoming CIP process. E 7<sup>th</sup> Street would be a major help with the traffic and congestion issues. Also the Hazel abandonment was done in order to not give up any useable right-of-way for this development. It was a compromise between abandoning E 7<sup>th</sup> and Hazel. Hazel also does not extend north above E 8<sup>th</sup> Street.

Dan: We have areas where standards are not met, One side of a road having curb and sidewalk, and others not.

I also have concerns about the lines for fire and water needs

Forrest: Everything has to meet DEQ and City standards for water.

Ron: Would the city have issues servicing the area with Sewer and water? I know we had issues with the other subdivision to the east.

Nick: No concerns were raised during the design conference. But I will check on the numbers and go through the notes.

Ron: Last page of the report discusses retention pods for stormwater. I didn't see those on the map.

Forrest: Those will be drainage swales that will fill if necessary, not boulder pits.

Ron: with the adjacent development, those are boulder pits that are not aesthetically pleasing. I want to ensure it will not be an eyesore.

Jon: What type of path are the trails?

Forrest: They will be wide enough for city maintenance vehicles but are not meant for private residential vehicle use. Should have a gravel or other semi-porous surface.

Ron: I would like to see the documents cleaned up and fixed before coming back for approval.

Evan: Concerns about the voting rules in the Bylaws and the verbiage in the document.

Judy: If anyone has any more comments, please get them to Nick prior to the next meeting.

Members discussed how to enforce nuisance codes and similar city regulations.

The Chair closed the Public Hearing.

Ron Motioned to table the decision on the applications for, Annexation, Variance, and PUD until the meeting on June 16<sup>th</sup>.

Jon Seconded.

Motion Carried.

### **New Business**

### **Old Business**

### **Other Items**

#### **4. Project Updates**

Members discussed other projects going on in and around Laurel.

### **Announcements**

#### **5. Adjourn**

The Chair Adjourned the Meeting at 6:25pm.

#### **6. Next Meeting: June 16, 2021**

**The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed**

[arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

**DATES TO REMEMBER**

**File Attachments for Item:**

14. City/County Planning Board Minutes of June 16, 2021.



**MINUTES  
CITY OF LAUREL  
CITY/COUNTY PLANNING BOARD  
WEDNESDAY, JUNE 16, 2021  
5:35 PM  
CITY COUNCIL CHAMBERS**

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

1. Roll Call

No Quorum. No Meeting.

**General Items**

2. Approve Meeting Minutes: May 19, 2021
3. Public Hearing: Bitterroot Grove Townhome PUD

**New Business**

**Old Business**

**Other Items**

4. Upcoming Projects

**Announcements**

5. Adjourn
6. Next Meeting: July 21, 2021

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

**DATES TO REMEMBER**



**File Attachments for Item:**

15. Laurel Urban Renewal Agency Minutes of June 21, 2021.



**MINUTES  
CITY OF LAUREL  
LAUREL URBAN RENEWAL AGENCY  
MONDAY, JUNE 21, 2021  
11:00 AM  
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 Planning Director called the Meeting to order at 11:02AM.

Mardie Spalinger  
Janice Lehman  
Daniel Klein  
Michelle DuBois  
Don Smarsh  
Nick (City of Laurel)  
Linda Frickel (arrived at 11:05)

Dianne Lehme (BSEDA)  
Richard Herr  
Marvin Carter

**General Items**

2. Approve Meeting Minutes: April 19, 2021

Members Reviewed the minutes from April 19, 2021.

Don Motioned to approve the Minutes from the meeting on April 19, 2021.  
Mardie Seconded.  
Motion Carried.

**New Business**

Nick presented a brief overview of the grants. Discussed the grant for High Plains Brewing and his recommendation for inclusion.

Daniel motioned to remove the grant application for High Plains Brewing from consideration.  
Mardie Seconded.  
Motion Carried.

Nick presented the Large Grants and his recommended amounts of approval. Members discussed the length of time for the grants and eligibility.

Daniel asked Don whether he would be okay with holding off on approval on the grant for Dynamic Designs as he is a voting member and recusal would negate the quorum of the meeting.

Could we hold an additional meeting to amend the Large Grants to include Dynamic Designs?

The Applicant approved of waiting until a full meeting of the LURA Board to have his grant approved.

Members asked if there are options for providing options for attending digitally (via Zoom or otherwise)

3. Large Grant Application: Laurel Auto Clinic

Members reviewed the grant request and the spreadsheet.

Daniel Motioned to approve the Large Grant Application for Laurel Auto Clinic totaling \$75,894.00.

Don Seconded.

Motion Carried.

4. Large Grant Application: Fraternal Order of Eagles

Members reviewed the grant request and the spreadsheet.

Discussion of the grant with the Applicant Marvin Carter on timeline and contractors.

Hope to get it started after the Fourth of July holiday.

Mardie said that the Eagles have done good work on the outside.

Marvin Carter said that the internal ceilings need to be fixed. There are a couple of ceilings that need replacing and improving. This grant would assist with that work.

Mardie Motioned to approve the Large Grant Application for the Fraternal Order of Eagles for \$11,640.

Daniel Seconded.

Motion Carried.

5. Large Grant Application: Laurel Ford

Members reviewed the grant request and the spreadsheet.

Discussion of Electric Chargers and if they are allowable.

Nick treated them as Energy Efficiency and Infrastructure improvements.

Discussion of site ownership and leasing for receiving grant funds.

Nick provided additional information on who is eligible to receive funds.

Daniel Motioned to approve the Large Grant Application for Laurel Ford totaling \$145,832.00.

Don Seconded.

Motion Carried.

5. Large Grant Application: Rapid Tire

Members reviewed the grant request and the spreadsheet.

Members discussed that the Rapid Tire Grant fits the need for the district, landscaping, site work, and blight removal. This grant will make a big difference in aesthetics.

Mardie Motioned to approve the Large Grant Application for Rapid Tire totaling \$11,905.00.  
Don Seconded.  
Motion Carried.

Members discussed the Railroad Overpass. Is the State done with the restoration work on the sidewalks?  
The Stucco work?

The project appears to be completed at this time. It was meant to strengthen the walls and structurally improve it.

#### 7. Large Grant Application: Emerald HVAC

Members reviewed the grant request and the spreadsheet.

Don Motioned to approve the Large Grant Application for Emerald HVAC totaling \$6,450.00.  
Mardie Seconded.  
Motion Carried.

#### 8. Large Grant Application: Dynamic Designs

Daniel suggested Tabling the application for Dynamic Designs until a proper quorum can be convened.

The Members agreed.

The Large Grant Application for Dynamic Designs has been tabled until the proposed meeting on June 28<sup>th</sup>.

#### 9. Large Grant Application: High Plains Brewing

Members removed the Large Grant Application for High Plains Brewing from consideration. The applicant has been notified that he will be able to re-apply during the next large grant cycle.

### **Old Business Other Items**

Dianne Lehme of BSEDA was present. She suggested having Laurel consider the ARPA funding that is coming out. This is specifically for Water and Sewer Projects. TIFs and TEDD districts are eligible to receive funding. They do not require specific matching funds but they would prefer to see it. The applications are not as detailed as other ones are. The Largest amount able to be requested is \$25 million. Eligible projects include drainage systems and storm water.

Nick remarked that they have been working with KLJ to come up with projects.

Richard Herr said it would be important to look westward by the interchange and to expand westward.

The City could apply for multiple projects (WL Interchange, TIF District, etc.)

This funding is also able to be matched with Federal dollars (NOT a normal situation).

Nick mentioned that the City is also looking at other funding sources such as Coal Board in order to get projects done.

The Coal Board was recently reorganized and may look at Laurel and Yellowstone County differently.

Members discussed possible eligibility of projects and how the Ditch improvement would Richard suggested appointing a Vice Chair. Nick placed the item on the agenda for June 28<sup>th</sup>.

### **Announcements**

#### 10. Adjourn

The next meeting is scheduled for June 28, 2021.

Mardie Motioned to Adjourn.

Daniel Seconded.

Meeting Adjourned at 12:20pm.

#### 11. Next Meeting: July 19, 2021

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

### **DATES TO REMEMBER**

**File Attachments for Item:**

16. Laurel Urban Renewal Agency Minutes of June 28, 2021.





**AGENDA  
CITY OF LAUREL  
LAUREL URBAN RENEWAL AGENCY  
MONDAY, JUNE 28, 2021  
11:00 AM  
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 11:00am

Mardie Spalinger,  
Janice Lehman  
Dennis Eaton  
Don Smarsh  
Judy Goldsby  
Nick Altonaga (City of Laurel)

**General Items**

2. Approve Meeting Minutes: June 21, 2021

Don Motioned to approve the meeting minutes from June 21, 2021.  
Mardie Seconded.  
Motion Carried.

3. Large Grant Program 2021 - Amendments

Nick presented the outstanding grant application for Dynamic Designs (\$23,208.00).

Don has been working with Kurt Markegard with Public Works getting the encroachment permit completed for the handicap ramp. It has been a long process due to getting all the information together from the different contractors. KM has provided all the requirements. The roof is so bad that it cannot be patched. Needs a full replacement. Will be done by US Roof. Concrete work to be done by MKM. Drainage, and rear work is important to not have flooding when it rains. Door to be done by Associated Glass.

Mardie motioned to approve the Large Grant Application for Dynamic Designs totaling \$23,208.00.  
Dennis Seconded.  
Motion Carried.

**New Business**

3. LURA Small Grant: Main St. Perk Sign Grant

Nick presented the

Don Motioned to approve the Sign Grant for Main Street Perk totaling \$445.00.

Mardie Seconded.  
Motion Carried.

#### 4. LURA Small Grant: The Front Porch

Mardie Motioned to approve the General Small Grant Application for the Front Porch totaling \$2,448.51.

Don Seconded.  
Motion Carried.

#### 5. LURA Small Grant: Laurel Ford Sign Grant

Members reviewed and discussed the sign grant for Laurel Ford. Nick provided information about the Large Grant that was approved last week and this request. They are separate requests, with this not having been duplicated.

Don Motioned to approve the Sign Grant for Laurel Ford totaling \$3,000.  
Dennis Seconded.  
Motion Carried.

### **Old Business**

Discussion of ARPA funding, and other projects.

Dennis provided some information on the issues on the South Side. There is no drainage at all. Speed from truck traffic has been a big issue, as well as speed along those streets. Points discussed included:

- Street Widening and citizen pushback.
- Drainage within the whole area.
- Parking concerns.
- Industrial traffic from CHS refinery.
- Speed from industrial traffic and other visitors

Members discussed:

- Discussion of ARPA funds and the different rounds of funding available.
- Difficulties with procuring engineers and construction companies.
- Do we know who have applied for grants?
- Other grants available from Coal Board and others.
- Need to have more training and certification programs ready for people.

### **Other Items**

Don brought up what limits we should place on applicants? A limit on requested amounts?

How do we weigh the application and requested amounts?

Nick asked if we should cap the lifetime amount someone can award? Or if we should cap the amount of funds being applied for?

Dennis asked whether we SHOULD tie LURA funds to the incremental amounts paid into the district?

Dennis – Everybody gets some. Should we have a system to better consider projects?

The smaller, regular businesses should have a priority over the larger conglomerates who have money to spend.

Public-facing improvements. (Entrance, façade, public spaces, etc.)

Don mentioned that he has had conversations with people to open new businesses (restaurant, brewery, etc.) and didn't know where to start. He has mentioned LURA to them as a way to get help with start-up costs and other major costs.

## **Announcements**

Chair adjourned the meeting at 12:01pm.

**Next Meeting: July 19, 2021**

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

## **DATES TO REMEMBER**

**File Attachments for Item:**

17. Safety Committee Minutes of July 21, 2020.

**Safety Committee Meeting – July 21, 2020, 11:00 AM**  
**Council Conference Room**

**In Attendance:** Justin Baker, Karen Courtney, Thomas Henry, Tim Reiter, Matt Wheeler, Nancy Schmidt, Fran Schweigert

**Absent:** Brent Peters, Kurt Markegard, HP Nuerberger, Nathan Herman, Nick Altonaga, Mandi Crable, Stan Langve

Meeting called to order @ 11:01 AM

- Approval of minutes – January 28, 2020, meeting minutes
  - Motion to approve made by Justin Baker, seconded by Nancy Schmidt, Committee voted unanimously to approve – motion passes.
- Old Business
  - City Shop items that are placed on top of lockers. It was brought to their attention that the items that are up there must be removed. No items are to be stored on top of lockers. If they wish to store items up there, they will need to install shelves to store materials.
- Review of Injury and Liability Claims
  - No injury or liability claims to report.
- New Business
  - Fran discussed electrical cords laying in water. A ground fault inspection needs to be completed in the Quonset building.
  - MOSHA Inspections – Shop steward has been doing inspection fixes. Issues needing to be fixed need to be done by management and followed up by management and not the union.
  - CoVid 19 – Kurt had brought masks to the Shop. There has been no direction on what is going on or what to do pertaining to CoVid-19 protocol.
- Other Concerns or comments
  - Sewer Plant - H2S meters have been reordered – 2 yr. life span.
  - Working on grant money for new shelves at Library.
- Next Meeting
  - Until we have more direction on meetings during CoVid this remains unknown.
- Adjournment – Fran Schweigert motioned to adjourn, Thomas Henry 2<sup>nd</sup> the motion. Motion passes.

Meeting Adjourned at 11:41 AM

  
Karen Courtney, Safety Officer

**File Attachments for Item:**

18. Safety Committee Minutes of June 16, 2021.



**Safety Committee Meeting – June 16, 2021, 11:00 AM**  
**Council Conference Room**

**In Attendance:** Justin Baker, Karen Courtney, Thomas Henry, Nathan Herman, Kurt Markegard, Matt Wheeler, Nancy Schmidt (11:04), Jay Hatton, Stan Langve, HP Nuerberger, Mandi Crable

**Absent:** Brent Peters, Nick Altonaga, Fran Schweigert  
Meeting called to order @ 11:00 AM

- Approval of minutes – July 21, 2020, meeting minutes
  - Motion to approve made by Stan Langve, seconded by Justin, Committee voted unanimously to approve – motion passes.
- Old Business
  - Employee Safety Concern from 11/9/2020 concerning the medical supply cabinets needing to be restocked. The concern was noted and had been resolved after received by plant supervisor.
- Review of Injury and Liability Claims – 4 claims from 2021 to be reviewed
  - Due to length of time since the last meeting, because of CoVid, the claims that had been received in 2020 will not be reviewed. Discussion will only be on those received in 2021.
    - While driving city vehicle hit a pothole, struck head on roof of truck – causing neck to hurt. No Treatment. Matt stated he had heard nothing more since turning in report to Karen. Karen stated she has not seen a claim come through MMIA at this time. Justin asked where the pothole was so that it could be addressed, Karen stated it was at the Billings landfill.
    - Fell backward out of city truck, hooked ankle during fall causing employee to land on back. – Dr. ordered off work for 4 days. This included the weekend so two days of work were missed, and employee returned to work following week with no further issues. This happened on the Tommy-Lift while doing can work.
    - Foot slipped while getting into City vehicle, putting full weight on other knee – causing reoccurring pain. No Treatment. Has not came up on claims at this time.
    - While closing door at main shop, wind gust caught door and smashed finger between door and frame – laceration and injury to finger. Medical treatment. Door has been rebuilt and redone so that there will be no further issue with possible injury. Door was reconfigured so that the knob is not so close to the frame removing pinch point and there was a bracket placed on door to control closing speed so that it prohibits slamming of the door during high winds.
    - There were 2 property Liability claims that Karen is aware of filed with Bethany, however she has not received copies of those claims for review by committee.
      - Justin stated one of the claims was when he had backed into a car when on a call at night. Was not turned into insurance was paid to have vehicle fixed.
- New Business
  - Workplace hazards Report – Karen had been asked about the forms and wanted everyone to be aware that the forms are in the back of the Safety manual and can be copied or a PDF of the form can be sent so that they can be printed as needed. If someone sees a hazard, such as the door for example, they can write that in on the form and it can be given to Karen or their supervisor. Reports are reviewed to see if it is

- something that the Safety Committee needs to review and make recommendation on fixing or if continuing issue, such as medical cabinets being short stocked, to reset scheduled times for refilling or adding a second or larger one than what is provided.
- Self-Inspections – Safety Audits: State came through on inspection and they are having this as a focus item. Created safety Audit form – Karen will be sending out to everyone there should be at least one per year per building. Department Heads will receive the form should have someone do the audit and then bring the inspection to the safety meeting. We have done one already at the cemetery building. Very simple yes/no questions, supervisors sign off and we keep on file for the State of Montana.
  - Safety Policy Acknowledgement forms – Still have several people that we have not received from. Karen brought a list showing who has not given her one. Also, with PD and Fire do not have all the names of people so unsure who she may be missing. The problem is when people are getting hired, they are not being sent to Safety Officer to get their policy and safety orientation materials.
  - Other Concerns or comments
    - Library – Have some doors that they took the closers off because they were not working correctly and do not have the know how to reinstall them correctly. Matt stated that if it did not need to be done right away, he can find someone to come over and take care of it for her. Justin said they may be able to get it taken care of this afternoon.
    - WWTP – Large pothole that needs to be fixed. Kurt stated he will see if it can be added to the budget to get it repaired, currently there is a candle where the pothole is.
    - PD – The issues are on a grander scale, due to lack of space at PD. Attic ladder is rickety and they have no alternative but to use it for storage. Also, the fire hazard of having so many officers and desk packed into one room is a hazard. Stan stated they do not even have space to install a first aid kit due to the overcrowding.
    - Fire Alarm companies have gotten back to Karen and are ready to go over their quotes to install.
    - Kurt shared story from recent interview where someone had been asked – “If you saw something that would cause another employee’s safety to be compromised would you do anything?” and his response was “If it was safe for me to do so.” So wanted to reiterate to everyone is do not put yourself in danger and cause more issues and 2 people now at risk rather than one. You are responsible for your own safety.
    - EMS – Mandi stated that they are working on the sleeping quarter space and addressing the concern of egress that Karen had brought up.
  - Next Meeting
    - Karen stated she would look at dates for September and December on a Wednesday at 11:00 am
  - Adjournment – Meeting Adjourned at 11:25 AM

---

Karen Courtney, Safety Officer

**File Attachments for Item:**

19. Park Board Minutes of June 3, 2021.

June 3, 2021

#### Laurel Park Board Meeting

Started 5:35 PM by Scot Stokes with Irv Wilke, Jon Rutt, Evan Bruce, Phyllis Bromgard, Richard Herr, and Matt Wheeler.

No Public Comment

Irv moved Evan 2<sup>nd</sup> to approve the minutes of the May 6 meeting.

#### New Business:

Nick Altonoga explained the options available for selling a piece of park property on W 12<sup>th</sup> Street to Ron and Todd Harmon to extend 13<sup>th</sup> Ave into a new parcel with 12 lots for homes. The Park Board requested any proceed be left to the Park Budget for improvements at other parks.

Richard Close from the American legion wanted to give the Park Board a heads up on the condition of 6 old light poles surrounding the legion baseball field. May need to replace. Some discussion ensued of possible costs and who would pay for. Nothing decided.

#### Old Business:

Campground rules is under review by the city attorney. Signage for the Campground is being made.

Riverside Park - Repairs to Jaycee Hall to repair wiring and safety lighting were awarded to a contractor. The new waterline to Riverside Park was awarded and should be done this year.

Pickle Ball – Group is organizing to start fundraising.

Skateboard Park group is actively raising funds and is having a fundraiser in a few weeks.

Kids Kingdom updated us on the funds raised, \$90,000 towards a \$150,000 budget.

No pool this summer for lack of lifeguards.

Summer mowing help has been difficult to hire and is causing the regular employees to mow.

Richard moved and Irv 2<sup>nd</sup> to adjourn.

Meeting adjourned at 6:25

Jon Rutt

**File Attachments for Item:**

20. Park Board Minutes of July 1, 2021.

July 1, 2021

#### Laurel Park Board Meeting

Started 5:31 PM by Scot Stokes with Jon Rutt, Evan Bruce, Phyllis Bromgard, and Richard Herr. No city representative.

No Public Comment

No minutes from the June 3 meeting

New Business:

No New Business

Old Business:

Camping in Riverside Park was discussed and questioned why not open yet.

Jaycee Hall update: The city council would not approve the rates we recommended, so we discussed simplifying them and the Laurel Park Board recommends the following rates for the rental of Jaycee Hall or what we call Riverside Hall.

Small meeting room is \$30.00. Large with Kitchen is \$300 per day, and would require a \$300 Damage and Cleaning deposit, refundable upon inspection. Rod and Gun Club can have 12 monthly meetings in the Small room and use the Large hall with kitchen one day for \$500 per year.

It was moved by Evan and seconded by Phyllis to submit the new rates to city council and approved by all present.

Meeting adjourned at 6:00

Jon Rutt

Next meeting is August 5, 2021



**File Attachments for Item:**

21. Resolution No. R21-49: A Resolution Of The City Council Selecting Midwest Fire As The Successful Bidder For The City's Purchase Of A Brush Truck.

**RESOLUTION NO. R21-49**

**A RESOLUTION OF THE CITY COUNCIL SELECTING MIDWEST FIRE AS THE  
SUCCESSFUL BIDDER FOR THE CITY'S PURCHASE OF A BRUSH TRUCK.**

WHEREAS, the City of Laurel planned to purchase new equipment, specifically a Brush Truck, which was publicly advertised for competitive bids from interested and qualified bidders; and

WHEREAS, City Staff reviewed and considered the bids received and recommends the City Council award the bid to the qualified and responsive bid that appears to be in the City's best interest; and

WHEREAS, Midwest Fire submitted a bid of \$190,586.00 for a Brush Truck that meets the City's specifications. City Staff determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the bid to Midwest Fire for its bid price of \$190,586.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution for the purchase.

Introduced at a regular meeting of the City Council on July 13, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 13<sup>th</sup> day of July 2021

APPROVED by the Mayor this 13<sup>th</sup> day of July 2021.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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





# LAUREL FIRE

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

Laurel City Council  
Re: Type 5 Wildland (brush) Truck

June 25, 2021

Laurel City Council,

A Sealed Open Bid Process was completed on June 25, 2021, at 9:00 a.m. in the City Hall conference room. Those that were present was Council Secretary Brittney Moorman, City Clerk/ Treasurer Bethany Langve, and Fire Chief Brent Peters.

The bid advertisement was posted on the City of Laurel website and in the Yellowstone County News newspaper beginning Friday June 11, 2021, and again June 18<sup>th</sup>, 2021. Sealed Open Bids deadline was June 25, 2021, at 9:00 a.m.

The major specifications are for a new Type 5 wildland truck.

- Ford F-550 super cab 4x4 with a 7.3-liter gas engine; red in color.
- 500-gallon water tank with injected foam capabilities; 18- 24 hp pump; hose reels and bumper turret.
- LED 360-degree emergency lighting.
- Storage for tools, supplies and equipment.

During the sealed bid opening one bid was presented. The bid received was from Midwest Fire in Luverne, Minnesota. The build price is for the amount of \$190,586.00. This bid met and exceeded all the requirements in the advertised bid documents.

It is my request and recommendation that we proceed awarding Midwest Fire the contract to build the Type 5 Wildland truck according to the specifications presented in the bid for the City of Laurel and the Laurel Volunteer Fire Department. This truck will replace a 1987 Ford 1 ton Brush Truck and will be a great addition to fire operations not only in the City of Laurel but the surrounding contracted district.

Thank you for your time and consideration.

Brent S. Peters  
Fire Chief, Laurel Fire Department



# WHEN THE BATTLE RAGES, TRUST MIDWEST FIRE.



**M**idwest Fire strives to deliver high-quality trucks, exceptional customer service, and great relationships with their customers.

Since 1987, Midwest Fire in Luverne, Minnesota has worked alongside firefighters, designing and manufacturing products that save lives and protect vast amounts of property.



**“We had other choices, but chose Midwest Fire for several reasons. It was a no-brainer for us to go with Service, Quality, and Price.”**

**Captain, Chad Cole,**  
Zionville Volunteer Fire Dept.

**O**ur customers often have unique requests specific to their firefighting needs. Midwest Fire is known for customized solutions. We build to the highest level of quality and craftsmanship. We believe each truck that leaves our facility carries along with it, our reputation. But our mission doesn't end there – we also provide efficient and reliable service after the sale. To learn more, call 1.800.344.2059.

## SALES TEAM

**Brett Jensen**  
brett@midwestfire.com  
VP General Manager

**Jeff Bowen**  
jeff@midwestfire.com  
Account Representative

**Joseph Juhl**  
joseph@midwestfire.com  
Account Representative

**Newt Johnson**  
newt@midwestfire.com  
Account Representative

**Joe Hlushak**  
joe@midwestfire.com  
Project Manager

## LEADERSHIP

**Sarah Atchison**  
sarah@midwestfire.com  
President & CEO



**NGACBuy**  
THE SMART PURCHASING SOLUTION

**MidwestFire.com 1.800.344.2**





# “CREATE-A-SPEC” lets you design your own CUSTOM FIRE TRUCK

Found on our website, Create-A-Spec allows you to customize your firefighting vehicle to fit your needs.

Start with our exclusive All-Poly® tank and body. Made from high quality, ¾" copolymer polypropylene and more impact resistant than steel or aluminum, our All-Poly® tanks and bodies are constructed with leak-proof extrusion welds that are guaranteed never to rust or corrode.

Capable of holding up to 4,000 gallons and built with a low center of gravity means that you will deliver large amounts of water safely and efficiently. Better yet, All-Poly® tanks and bodies **come with a lifetime warranty**. Midwest Fire also builds Galvanneal, Stainless Steel and Aluminum bodies that come with a 10-year body warranty.

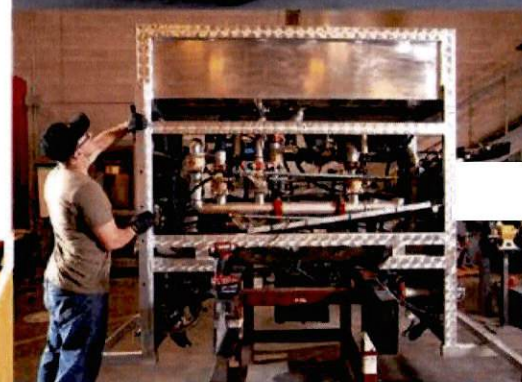


## Overview

- Proud Legacy of working with firefighters and EMS
- A contractor with HGACBuy
- Reliable service and competitive warranties for each truck
- 33,000 square foot facility that includes fabrication, assembly, paint and repair
- Highest Level of quality and craftsmanship made in the USA

## Key Strengths

- We work directly with customers to keep costs down
- We communicate well throughout the entire sales and manufacturing process
- We specialize in customizing your apparatus to fit your firefighting needs
- All-Poly® tanker-pumpers in stock and ready for delivery



**FEATURED UNITS** – Visit [MidwestFire.com](http://MidwestFire.com) for a complete inventory.

All-Poly® Series Quick Attack



Midwest Fire Brush Truck



All-Poly® Series 2000/3000



All-Poly® Series Pumper







# MIDWEST FIRE



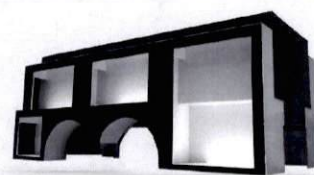
## WHAT IS ALL-POLY®?

The entire tank and body is fabricated from a non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material, or poly for short.

**High Quality Construction:** *Welded as one complete structure, the tank and body have all-exterior tank joints and the seams are extrusion welded. All welds conform to DVS and AWS standards. All joints, seams, and welds are tested for integrity and are certified to be free from defects.*

## BENEFITS OF ALL-POLY®

- **Rust-Proof & Corrosion-Proof**
  - The Poly body material eliminates the need for undercoating and lockers do not require a protective spray-in liner
  - The Poly body material is non-corrosive and is frequently used for storing acids in other applications
- **T-style Tanks**
  - Lower center of gravity, safer handling
- **Durability & Strength**
  - Bodies are impact-absorbing, lessens damage caused by accidents and collisions which reduces out-of-service time and protects personnel
  - Material thickness provides a tough puncture proof exterior
    - Thicknesses range from 1/2" - 3/4" thick sides, top, and rear walls, 3/8" - 1/2" thick internal baffling
- **Full Customization:** All-Poly® bodies can be designed for any application
- **The Poly Tanks** are nonconductive and are resistant to electrolysis
- **The Poly Body** material eliminates possibilities of dissimilar metal contact caused by galvanic reaction



T-Style ALL-POLY® Tank & Body

Thickest body wall in the industry  
(3/4 compared to our competitors 1/2)

Materially Unbreakable

Up to 4,000 Gallons



Aside from its rust-proof, corrosion-proof, and lightweight design... What truly sets the All-Poly® Series bodies apart are their **LIFETIME** transferable tank and body warranty.

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**MIDWEST FIRE**





901 Commerce Road • P.O. Box 524 [www.MidwestFire.com](http://www.MidwestFire.com) Luverne, MN 56156 • 1.800.344.2059

## ***PURCHASE CONTRACT***

June 25th, 2021

City of Laurel Fire Department  
215 W. 1<sup>st</sup> Street  
Laurel, MT 59044

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: \_\_\_\_\_ (“Customer”) and an officer of Midwest Fire Equipment & Repair Co. (“Midwest Fire”) the following apparatus and equipment:

One (1) 500 Gallon Aluminum Flat Bed Brush Truck and New Ford F-550 Super Cab Gas 4x4 Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 260 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control.

Apparatus Proposal Price	\$	137,919
Chassis Proposal Price	\$	52,667
Apparatus & Chassis Proposal Price	\$	190,586
<b>Total Proposal Price:</b>	<b>\$</b>	<b>190,586.00</b>

**FIGHT FIRE *WITH* FIRE – MIDWEST FIRE**



Customer shall be responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

**Terms:**

A deposit in the amount of: \$5,267 (10% of the value of the Chassis) shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

The balance of the value of the chassis: \$47,400 shall be paid within 10 business days of Midwest Fire receiving formal notification that chassis is complete from the OEM.

Customer shall be responsible for paying the net cash balance upon acceptance of apparatus.

The amounts in this proposal shall remain firm for a period of 30 days from date of same. Proceeding contract deadline date, all pricing and terms are subject to change upon review.

**Change Orders:**

Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the freeze date has been communicated by Midwest Fire to the Customer, any change will be subject to a minimum change order fee of \$150 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee, and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

**Binding Effect:** This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries.

**Governing Law:** This contract shall be governed by the laws of the State of Minnesota.

**Jurisdiction and Venue:** Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

**Exclusion of Warranties:** EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

**FIGHT FIRE WITH FIRE – MIDWEST FIRE**

Respectfully submitted,



Sarah J. Atchison  
President & CEO  
Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

\_\_\_\_\_  
Customer/Business Name (please print)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**FIGHT FIRE *WITH* FIRE – MIDWEST FIRE**

# NOTICE

**FINAL SPECIFICATIONS:** Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

**CHANGE ORDERS:** The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

*IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.*

**FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING:** The Purchase Contract states clearly that:

- 1) *at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.*
- 2) *you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.*

I hereby acknowledge that I have received & fully understand the above information.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

**FIGHT FIRE WITH FIRE – MIDWEST FIRE**



# CONTRACT SPECIFICATIONS

## ONE NEW Type 5 Brush Truck/ Wildland Engine

Please indicate YES or NO if the machine offered can or cannot meet the desired configuration. Any "NO" must be clarified on a separate sheet if the bidder desires support for any alternate specification.

### Type 5 Brush Truck

#### DESCRIPTION

#### VEHICLE

Ford Super Duty F-550 Super Cab XLT; 4X4; Red Cab and Chassis

#### CHASSIS

Engine 8 Cylinder 7.3 liter OVH PFI gas  
10 Speed Transmission  
4X4  
Heavy Duty Suspension  
Trailer towing package with trailer brake  
High AMP Alternator or dual Alternator  
Rear mounted camera  
Dual batteries  
Engine block heater  
Exterior backup alarm  
Wheel well liners  
Remote start  
Skid plates  
PTO  
110V/ 400X outlet  
All weather floor mats — *Rubber Floor*  
Stereo Navigation with large stereo screen

#### COMPLY

YES

NO

X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	

#### EMERGENCY LIGHTING

LED Light bar  
360 degree scene lighting  
Rear LED light bar  
4 corner strobes  
Siren

X	
X	
X	
X	
X	

#### COMMUNICATIONS

1 Mobil Kenwood Radio  
1 Kenwood Portable radio  
Mobil speaker in cab  
Speaker at pump pannel  
Long rang antennas

	X
	X
	X
	X
	X

#### FIRE SUPPRESSION STORAGE

500 gallon tank  
18- 24 HP; 150 GPM pump  
Foam Injection system  
Front turret mounted monitor with cab controls  
Electric hose reel plumbed into pump  
1" NH Discharge manifold for 1" NH male, 1 3/4" NH and extra connections  
All plumbing and connections  
Lockable storage compartments for saws, hand tools, and supplies  
Storage racks for packs and coolers

X	
X	
X	
X	
X	
X	
X	
X	
X	

## EXTRAS

Heavy Duty Front Bumper  
12,000 lb winch

## WARRANTY

## OTHER INCLUDED OPTIONS

**COMPLY**

**YES**

**NO**

X

X



**Bid Total:**

**Bid Grand Total:**

\$190,586<sup>00</sup>





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## Exceptions to Bid

Exception to 12,000 lb. winch – The winch will be rated at 9,500 lb.

Time of Completion: Production timeline will be from 12 months – 16 months from awarded date of contract.



**MIDWEST FIRE®**

## **500 Gallon Brush Truck Specifications**

**Prepared for: Laurel Volunteer Fire Department**

**Laurel, MT**

**Midwest Fire Rep: Newt Johnson**

**June 25th, 2021**

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QMS-WIN-022 Rev L

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## SECTION 1: WATER TANK

### 1.00 Tank

The tank shall be constructed of 1/2" thick high-impact, polypropylene sheet stock. The material shall be of a certified, high quality, non-corrosive, stress relieved thermoplastic, black in color, and UV stabilized for maximum protection.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" polypropylene and shall have a standard dimension of 8" Round x 8" high with a molded cover. The tower shall be located on the curb side rear corner of the tank. Inside of the fill tower approximately 2" down from the top shall be fastened a combination vent/overflow pipe which shall be of standard schedule 40 polypropylene pipe with minimum ID of 4" designed to run vertically through the tank. The transverse swash partitions shall be manufactured of 3/8" polypropylene which shall interlock with a longitudinal partition constructed of 1/2" polypropylene.

The tank will include:

- One (1) liquid level gauge with a clear sight tube and to be located at passenger's side rear wall of the tank.
- One (1) 1/4" deep X 6 1/2" diameter recess in floor to act as sump.
- Two slotted mounting pads on top of tank for mount addition equipment.
- There shall be a 3/4" FNPT female tank drain located on the rear tank wall.

1.00.2745 500 Gallons – 64L" x 47W"

### 1.01 Foam Tank

Foam Tank, there shall be a drop-in foam tank to accommodate the use of the foam system.

1.01.02 12-gallon, 2CE

**THE TANK WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER**

## SECTION 2: BOOSTER TANK PIPING, FILLS, & GAUGES

### 2.02 Tank Level Gauge

- One (1) pressure transducer mounted on the outside of the tank in an easily accessible area. Sealed foam tanks (if so equipped) will require zero pressure vacuum vents.
- Super bright LED display viewable from 180 degrees with a visual indication at multiple accurate levels.
- Weather resistant connectors to connect to the digital display, the pressure transducer, and the apparatus power. Additional displays are easily integrated and will receive data from the same source as the Master Display; no additional transducers required.
- Tank level gauge indicates the liquid level on easy-to-read LED display.

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- 2.02.04        One (1) Innovative Controls SL Series Plus Water Tank Level Gauge
  - 2.02.04.01        Installed on the pump panel. –Master
- 2.02.05        One (1) Innovative Controls SL Series Plus “Mini” Water Tank Level Gauge
  - 2.02.05.01        Installed on the center console. – Needs Master
- 2.02.07        One (1) Innovative Controls SL Plus Series Foam Tank Level Gauge
  - 2.02.07.01        Installed by the pump panel.

## 2.03 Spanner Wrenches

One (1) adjustable hydrant wrench and two (2) spanner wrenches with holder.

- 2.03.01        Installed on the street side rear panel.

## SECTION 5:    FLATBED BODY

### 5.00 Apparatus Body

The flatbed body is constructed of all aluminum with aluminum stringers running front to back above the frame and C-channels running side to side. The top surface will be tread-plate. An aluminum angle will be welded to the perimeter of the body. The body will be 96” wide and built to accommodate the chassis cab to axle for the best weight distribution possible.

- 5.00.01        119” body length (60” cab to axle)

## SECTION 6:    FLATBED BODY COMPARTMENTS

### 6.00 Body Compartments

All compartments are constructed of Aluminum Tread-Brite, and will have a door activated LED compartment light, door restraints, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.

#### 6.01 Transverse Compartment

One (1) full width transverse compartment provided behind the cab on top of the flatbed with one (1) swing up aluminum door on each side, held in the open position with gas struts.

- 6.01.01        Compartment to be 96” wide x 40” tall by 26” wide for a 60” cab to axle.

#### 6.02 Over Wheel Compartment

One (1) compartment above the flatbed to approximately 30” tall x 24” deep. One (1) swing up aluminum door, held in the open position with a gas struts.

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- 6.02.01          60" wide
- 6.02.01.01      Street side
- 6.02.01.02      Curb Side

### 6.03 Front Lower Compartment

Compartment under the flatbed ahead of the rear wheels.

- 6.03.01          A swing forward vertical hinged door with a single point latch compartment size 30" wide x 18" tall x 16" deep (60" CA)
- 6.03.01.01      Street side
- 6.03.01.02      Curb Side

### 6.04 Rear Lower Compartment

Compartment under the flatbed behind of the rear wheels.

- 6.04.01          A swing forward vertical hinged door with a single point latch, compartment size 32" wide x 18" tall x 16" deep (60" CA)
- 6.04.01.01      Street side
- 6.04.01.02      Curb side

### 6.07 Dunnage Box

Dunnage box on the side of the body above the compartments, made of aluminum tread brite, with rubber tile installed in the bottom. This area will be 10" tall x 21" wide. This area will be open to the top and enclosed on all four side to securely house cargo and misc. equipment. Ventilation slots will be provided on each side.

- 6.07.03          Dunnage Box to be located on the street side, extending the length of the body.
- 6.07.04          Dunnage Box to be located on the curb side, extending the length of the body.
- 6.07.06          Two (2) Velcro straps installed on top sides of dunnage box to secure cargo.
- 6.07.06.01       Straps on street side
- 6.07.06.02       Straps on curb side

### 6.08 Compartment Options

- 6.08.00          Locking Doors, Qty (8)  
Compartments will be equipped with a lock to secure cargo in the compartment.

- 6.08.01          Adjustable shelf  
One (1) adjustable shelf made of 3/16" smooth aluminum, installed with Unistrut adjustable brackets in the compartments. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

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6.08.01.02 Over Wheel, Half Width of Door Opening, Street Side

6.08.02 Slide-Out Shelf

One (1) slide-out shelf, made of 3/16" smooth aluminum, mounted to the floor of the compartment, equipped with roller bearing sliding mechanisms that are lockable in both the "In" and "Out" positions. White reflective tape installed on edge surfaces that extended past the body of the apparatus. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

6.08.02.05 Full Transverse, 1000 lbs., 70% extension

6.08.08 SCBA Brackets (30 Min 2216/45 Min 4500)

SCBA brackets, Zico model #KD-UN-6-SF, mounted in the compartment. For use with most 30 Min 2216 PSI and 45 Min 4500 PSI tanks.

6.08.08.04 Over Wheel, Curb Side, Qty (4)

## SECTION 7: RUNNING BOARDS, & REAR STEP

### 7.00 Running Boards & Chassis Steps

7.00.06 OEM Chassis Running Boards, one (1) set of running boards, provided by the manufacturer installed on the chassis for ease of entry.

### 7.02 Rear Step

An 8" deep aluminum tread plate step is provided at the rear of the flatbed.

## SECTION 8: GRAB RAILS & FOOTSTEPS

### 8.00 Grabs Rails

The grab rails are made of 1 ¼ " diameter extruded aluminum tubing with knurled finish and chrome plated stanchion brackets.

8.00.01 Rear Grab Rails

Grab rails provided at the rear, for access into the flatbed.

8.00.01.02 One (1) Grab Rail, Street Side

8.00.01.03 One (1) Grab Rail, Curb Side

### 8.01 Pull-Out Access Steps

8.01.05 Rear Pull-Out Steps

Large aluminum pull-out steps below the rear step. Zico part number PS-8-5.

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8.01.05.01	One (1), Curb Side
8.01.05.02	One (1), Street Side

#### 8.01.06 Front Pull-Out Steps

Large aluminum pull-out steps below the front compartment. Zico part number PS-8-5.

8.01.06.01	One (1), Curb Side
8.01.06.02	One (1), Street Side

## SECTION 9: ELECTRICAL EQUIPMENT

### 9.00 Apparatus Electrical

- Electrical Wiring

The electrical compartment to be installed in the chassis cab. The body and chassis shall be wired as independent modules and connected as a completed unit at the final assembly via electrical connectors located in the electrical compartment. Seals shall be provided on each individual wire and the assembly. All wiring for the apparatus body shall be within a temperature resistance harness. All wires in each harness shall be color-coded. Wiring shall be run along structural rails and tied in a neat and orderly manner. A backup alarm will be wired into the reverse circuit to sound when the vehicle is placed in reverse. The key on position energizes a relay which acts as the master switch connecting the apparatus to the battery system, eliminating power drain while the truck is not in use.

- Overload Protection

The apparatus circuits requiring load protection shall utilize sealed relays and automatic reset circuit breakers.

### 9.01 DOT Lighting Details

- A total of seven (11) LED clearance lights and seven (7) red LED lights installed at the rear.
- Four (4) amber LED lights are installed on the front street and curb sides.
- Reflectors are installed per DOT specifications.
- A red warning light visible to the driver in the chassis cab that illuminates when a compartment door is ajar/open.
- An illuminated license plate bracket installed at rear.

### 9.02 Lower-Level Rear Lighting

#### 9.02.03 LED Taillight Package

Two (2) LED stop/tail/turn and white LED backup lights installed at the rear.

### 9.03 Antenna

#### 9.03.02 Customer Supplied Antenna

Customer's antenna installed.

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## 9.04 Camera System

### 9.04.01 Rear view camera

One (1) rear view camera system installed. Camera system includes a colored wide-angle rear mounted camera and 7" monitor mounted in the center of the vehicle's dashboard unless specified otherwise. Automatically activated when truck is put in reverse.

#### 9.04.01.02 Rear View camera

## 9.06 Power Distribution Options

### 9.06.06 12V Power Strip

A 12V Battery Power, 6 position overload/short protected terminal strip will be installed in the front sill of the compartment unless specified otherwise.

#### 9.06.06.09 Center Console, Inside

# SECTION 10: EMERGENCY SIREN & LIGHTING EQUIPMENT

## 10.00 Apparatus Controls

### 10.00.03 Center Console

Console installed between driver and passenger seats.

## 10.00.10 Center Console Options

### 10.00.10.04 Cup Holders, two (2)

Cup holders installed in console between driver and passenger seats.

### 10.00.10.05 Interior Binder Pocket

An interior binder pocket will be installed in console. Pocket will have one divider.

## 10.01 Light Bars

### 10.01.01 Whelen model JE2NFPA Justice Series light bar

Whelen model JE2NFPA Justice Series, Super-LED low-profile, 56" long. Covers front and front side zones. The light bar has four (4) linear corner modules with nine (9) Super-LED light heads per module, and six (6) CON3 modules with three (3) CON3 Super-LED light heads per module.

#### 10.01.01.01 Mounted on the chassis cab.

## 10.02 Sirens:

### 10.02.04 Whelen Siren

Whelen Siren 200-watt, Class A electronic siren, mounted in the chassis cab in a location convenient to the driver. The electronic siren includes a 9-Switch Light Control (three (3) position slide switch and six (6) Push On/ Push Off switches) with 17 Scan-Lock™ Siren Tones, and hard-wired microphone. The siren control is lighted for easy night operation. Cast aluminum speaker available with three (3) siren mounting locations.

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- 10.02.04.01 Whelen 295SLSA6 siren w/speaker mounted center of heavy-duty front bumper

#### 10.04 Lower-Level Lights

- 10.04.03 Front/Rear Whelen SurfaceMax C6 Series

Two (2) Whelen SurfaceMax C6 series LED lights with black bezels mounted on the front and two (2) mounted on the rear. Lights will have clear lenses.

- 10.04.03.01 Front/Rear Flashers, Red, C6 Series

#### 10.05 Intersection Lights

All lights mounted a minimum of 18" above the ground and no higher than 60". One (1) positioned on the front quarter panels, and one (1) on the body rail at the rear. Lights will have clear lenses.

- 10.05.01 Intersection, Red, SurfaceMax C6 Series, Two (2) each side

#### 10.06 Upper-Level Warning

- 10.06.03 Side/Rear Whelen M6V2R Series Upper Flashers

Whelen M6V2R Series LED Flasher are on each side and rear of the body. Lights will include a chrome bezel. Lights will have clear lenses.

- 10.06.03.02 Side/Rear Flashers, Red, M6V2R Series, Two (2) each side and one (1) to the rear of each dunnage basket. (Six (6) Total)

#### 10.07 Scene lights

- 10.07.04 Pump Work Area Lights

There are two (2) Whelen PELCB, 1000 lumen flood lights mounted on the rear dunnage baskets pointing inward towards the pump area. The lights shall be controlled from a unit mounted switch.

#### 10.09 Ground Lights

- 10.09.01 Four (4) ground lights

There are four (4) LED ground lights installed to illuminate the area below the apparatus. Two (2) lights are installed below the front body, and two (2) lights are installed below the rear step area. Grounds lights will be activated when vehicle is placed in park.

#### 10.10 Accessory Lights

- 10.10.2746 Whelen DUO Traffic Advisor

Whelen TADF6 rear DUO color traffic advisor red/amber and blue/amber lights. 6 Modules.

### SECTION 11: LETTERING, STRIPING, AND SIGNAGE

#### 11.01 ID plate

There is a permanent plate located in the center top chassis cab with the following information:

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- Quantity and type of fluids used in the vehicle. This plate includes:
- Engine oil, quantity.
- Engine coolant, quantity.
- Chassis transmission fluid, quantity.
- Pump transmission fluid, quantity.
- Drive axle lubrication fluid, quantity.
- Air conditioning refrigerant, quantity.
- Air conditioning lubrication oil, quantity.
- Power steering fluid, quantity.
- Front and rear cold tire pressure
- Number of personnel the vehicle is designed to carry located in an area visible to the driver.
- Height and length of the vehicle in feet and inches
- Gross vehicle weight rating (GVWR) in pounds

### 11.03 Vinyl Lettering

11.03.01 Provided on the chassis doors.

11.03.03 Provided for the customer unit number on the street and curb side chassis fenders.

### 11.05 Reflective striping

The apparatus body and chassis will have a reflective stripe on each side and the front per NFPA 1901 standards.

11.05.01 4" wide white reflective stripe with a 1" wide white reflective stripe spaced approximately 1/2" above on the chassis, and 4" wide red reflective stripe on flatbed rails.

11.05.03 White reflective tape inside chassis doors- Per NFPA 1901 standards any door designed to allow persons to enter, or exit has a minimum of 96 square inches of retro-reflective material affixed to the inside of the door.

### 11.06 Rear Chevron

11.06.05 Diamond Grade Pattern, Chevron

The rear area above the tailboard will include red and fluorescent yellow diamond grade pattern chevron retro-reflective striping installed, with each stripe a minimum of 6" wide.

## SECTION 12: CORROSION PROTECTION & MUD FLAPS

### 12.00 Corrosion Protection

All fasteners which are used in aluminum are plated with Magnaguard 560 to prevent galvanic corrosion resulting from dissimilar metals.

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## 12.01 Mud Flaps

There are two (2) mud flaps installed one (1) behind each of the rear wheels. The mud flaps are constructed of ¼" thick black rubber, with weighted chrome trim at the bottom. Stiffeners are provided when rear lockers are not requested.

# SECTION 13: PUMP & PLUMBING

## 13.00 Engine Driven Pumps

Portable Pumps have the following standard features:

- High-strength aluminum alloy casing and discharge valve
- Aluminum alloy engine adapter
- Bronze impeller and wear rings
- Stainless steel impeller shaft
- Direct drive
- The pump control panel includes an ignition switch, starter button, stop button, and engine throttle.
- The engine will have an oil drain for ease of changing the pump engine oil.
- Pump drain: one (1) pump drain provided to drain the suction side of the pump. The pump drain is controlled from a control handle located directly below the pump compartment.
- An electric fuel pump is installed in all applications to assist in delivering fuel to the engine.

### 13.00.03 Hale PowerFlow® HPX200-B18 Engine driven Pump

A Hale model HPX200, 18hp Vanguard engine driven pump with the following features:

#### Pump Ratings:

240 GPM @ 25 PSI

150 GPM @ 100 PSI

70 GPM @ 150 PSI

Engine is a four-cycle air cooled 18 HP, V-Twin, Briggs and Stratton, Vanguard model gasoline engine, with integral fuel pump, 12- volt electric start, and manual start. Pump comes equipped with exhaust primer.

13.00.03.01 The engine driven pump's fuel to be supplied by the chassis fuel tank.

## 13.00.06 Engine driven Pump Options

### 13.00.06.01 Tank to Pump

A tank to pump line provided from the water tank to the pump with valve.

#### 13.00.06.01.02 3" line and valve, Hale

### 13.00.06.03 Tank Fill/Pump Re-Circulating 1" Line

A 1" tank fill/pump re-circulating line provided from the pump to the water tank with a 1" valve and 1" plumbing.

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#### 13.00.06.05 Gated 2 ½" Suction Line

A 2-1/2" suction pipe provided at the pump for drafting or direct fill. It is equipped with a 2-1/2" NPT male X 2 1/2" NST female chrome plated swivel adapter with screen, and a 2 1/2" chrome plated plug and chain.

### 13.02 Discharges

Discharges include:

- Industrial grade valves
- Chrome cap and chain

#### 13.02.01 Engine driven Pump Discharges

##### 13.02.01.02 Two (2) 1 ½" Discharge

### 13.03 Accessory Discharges

#### 13.03.01 Front Sweeps, Electric

Two (2) 1" discharges plumbed to the front bumper for two (2) sweep style fog nozzles, one (1) on each side of the chassis. The discharges are gated with 1" electric actuated valve(s) and controlled by switch(es) operated from the chassis cab. (Foam, If Applicable)

##### 13.03.01.02 Each sweep controlled by its own respective valve. Two (2) valves total.

#### 13.03.19 Elkhart BrushHawk Electric Monitor

An Elkhart, model 0845, BrushHawk remote controlled monitor mounted on the front chassis bumper in the center, high enough to see the monitor from the cab when operating. The remote-controlled monitor includes joystick control, 2" electric valve, and a selectable flow nozzle (15/30/45/60/95/125/150/200/FLUSH) model 6000212, and a CAN bus communication system.

### 13.04 Foam System

#### 13.04.04 Scotty Through-The-Pump System

There shall be a Scotty, through the pump, foam system plumbed to the discharge head of the water pump. For use with Class "A" Foam only. When engaged all discharges from the pump have foam, including tank fill.

## SECTION 14: HOSE TRAYS & PRE-CONNECTS

### 14.02 Pre-connected in Top Side Hose Tray

Hose tray on the side of the body above the compartments, made of aluminum tread brite, with rubber tile installed in the bottom. This area will not have a back panel for ease of unloading hose. It will be 10" tall x 21" wide. Ventilation slots will be provided on each side.



- 14.02.01 Street side, extending the length of the body with a Pre-connect plumbed 2", gated with a 2" valve, and terminated with a swivel fitting 1 1/2" NST male terminated in the hose tray. The swivel is to be installed at the rear of the tray and swivels from front to rear.

#### 14.03 Top Side Hose Tray Options

- 14.03.01 Hose tray divider

An aluminum divider will be installed in the center of the hose tray to create two hose compartments.

- 14.03.01.01 Divider in Street side tray

### SECTION 16: HOSE REEL

#### 16.01 Electric hose reel with Reel Lite Hose

One (1) electric rewind hose reel with hose rollers, gated with a 1" valve and supplied with reel lite hose. Each hose reel comes equipped with one (1) button located on the reel.

- 16.01.02 1" Reel Lite hose located on the rear street corner, facing street side.

- 16.01.02.02 150 ft.

- 16.01.04 1" Reel Lite hose located on the rear curb corner, facing curb side.

- 16.01.04.02 150 ft.

### SECTION 17: CHASSIS ACCESSORIES

#### 17.01 Shoreline Connection, Kussmaul "Auto Charge 1000"

One (1) 115 Volt Kussmaul "Auto Charge 1000" battery charger system installed.

- 17.01.01 Manual shoreline connection, street side wheel well.

#### 17.04 Receiver Hitch, Winches, & Bumpers

- 17.04.01 Rear Receiver Hitch

Class III 2" receiver hitch tube installed on the rear of the apparatus and furnished with a 7-pin electrical receptacle and safety chain rings. Both sides of the receiver hitch will have tow-eyes cut into the plates.

- 17.04.03 Warn Zeon 10 Winch

Winch, there shall be one (1) receiver hitch winch installed on the apparatus with a 9,500-lb. rating. Warn Zeon 10 Multi-mount, for use at front or rear. Also available permanently mounted inside front bumper.

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17.04.03.01 Warn Zeon 10, receiver hitch mounted.

17.04.04 Thunderstruck Bumper/Grill Guard

Heavy duty bumper/grille guard, there shall be one (1) Thunderstruck heavy-duty bumper/grille guard installed with a 2" receiver tube for winch mounting. The bumper/grill guard will be black powder coated for superior protection.

17.04.04.01 With monitor plumbing

## 17.05 Tires and Lift Kits

17.05.02 Continental MPT81 Super Singles

Four (4) Continental MPT81 tires (335/80R20) installed on the chassis that are 40" x 13.5" x 19.5", 22-ply, with a max load rating of 6779lbs per wheel at 96PSI and mounted on a 20" x 11" steel, black powder coated wheels. Extended front fender flares installed to cover extra height and width of the tires. A suspension lift kit installed with wheel spacers on the front tires. Road speed rating 68mph.

17.05.02.01 MPT 81 Super Singles w/lift kit for F-550 Ford Chassis

17.05.02.03 One (1) MPT 81 Spare Tire

17.05.06 Tire Carrier

Tire rack, there shall be one (1) tire rack supplied. For the rear corners, a guard rail with no full-length storage tray required.

17.05.06.01 Tire Carrier located on the top of the tank.

## 17.06 Chassis Exhaust

17.06.01 Standard Chassis Exhaust Modifications

Chassis exhaust is modified to exit passenger side behind the rear wheels and to the edge of the body.

# SECTION 18: LOOSE EQUIPMENT

Loose equipment required by NFPA not listed will be supplied by customer after delivery of the apparatus prior to being put in service.

## 18.05 Nozzles

Dual gallonage nozzle with two flow settings of 10 and 40 gpm @ 100 psi (37 and 150 l/min @ 7 bar). All lightweight materials, hard coat anodized aluminum. Quick-change rear valve seat, stainless steel shut-off ball and a twist "off" position for positive shut off. Pistol grip is mounted below the valve. Rocker lug 1" NH (25mm) swivel is standard.

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- 18.05.01 1" Task Force Tips model # DS1040P – 10 and 40 GPM @ 100 PSI  
18.05.01.02 Qty Two (2)

### 18.08 Wheel Chocks

- 18.08.01 Two (2) Wheel Chocks, with Holders, Placed into Spare Compartment.

## SECTION 19: CHASSIS

19.00 Midwest Fire supplied chassis per specification attached. Brief summary below:

Chassis Summary			
Manufacturer	Ford	Cab to Axle (in.)	60"
Model	F-550 Super Cab XLT 4x4	Wheelbase (in.)	168"
Engine Manufacturer	Ford	Front Axle Rating (Lbs.)	7,500#
Engine Model	7.3L Gas	Rear Axle Rating (Lbs.)	14,000#
Horsepower	350	Paint Color Code	Race Red

## DELIVERY/FINAL INSPECTION

The department will take physical possession of the truck and will receive all training on the operation of the truck at the Midwest Fire facility in Luverne, Minnesota during the final inspection/ delivery day. Transit of the apparatus is the responsibility of the department, please ask your representative for options.

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2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

Price Level: 230

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### Client Proposal

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Quote ID: LAUR22X5H

Date: 06/21/2021



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Prepared by: Ed Miller

06/21/2021

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

## 2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

Price Level: 230 | Quote ID: LAUR22X5H

# Selected Equip & Specs

## Dimensions

- Exterior length: 253.3"
- Exterior width: 80.0"
- Wheelbase: 168.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 116.0cu.ft.
- Maximum cargo volume: 31.6cu.ft.
- Cab to axle: 60.0"
- Exterior height: 81.8"
- Front track: 74.8"
- Turning radius: 24.0'
- Min ground clearance: 8.3"
- Rear legroom: 33.5"
- Rear headroom: 40.3"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.8"
- Cargo volume: 31.6cu.ft.

## Powertrain

- 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI
- federal
- Part-time
- Fuel Economy Cty: N/A
- \* **Transmission PTO provision**
- Recommended fuel : regular unleaded
- TorqShift 10 speed automatic transmission with overdrive
- \* **Limited slip differential**
- Fuel Economy Highway: N/A

## Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- \* **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- \* **LT225/70SR19.5 GBSW AT front and rear tires**

## Body Exterior

- 4 doors
- Reverse opening right rear passenger
- Turn signal indicator in mirrors
- Chrome bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels
- Reverse opening left rear passenger
- Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- Black door mirrors
- \* **Side steps**
- Clearcoat paint
- 2 front tow hook(s)

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## 2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

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### Selected Equip & Specs (cont'd)

#### Convenience

- Manual air conditioning with air filter
- Power windows
- Driver and passenger 1-touch down
- Manual tilt steering wheel
- Day-night rearview mirror
- SYNC 3 911 Assist emergency SOS
- \* **Integrated navigation system**
- Front and rear cupholders
- Full overhead console
- Rear door bins
- Cruise control with steering wheel controls
- Driver and passenger 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual visor mirrors
- Driver and passenger door bins
- Upfitter switches

#### Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Metal-look instrument panel insert
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage
- Cloth seat upholstery

#### Entertainment Features

- \* **SiriusXM AM/FM/HD/Satellite radio with radio data system**
- SYNC 3 external memory control
- 7 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

#### Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Deep tinted windows
- Tachometer
- Compass
- Trip computer
- Configurable digital/analog gauges
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Oil pressure gauge
- Outside temperature display
- Trip odometer

#### Safety and Security

- 4-wheel ABS brakes
- Brake assist

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## 2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

Price Level: 230 | Quote ID: LAUR22X5H

### Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- Security system with SecuriLock immobilizer
- Manually adjustable front head restraints

### Dimensions

#### General Weights

* Curb	7,480 lbs.	* GVWR	19,500 lbs.
* Payload	12,150 lbs.		

#### Front Weights

* Front GAWR	7,500 lbs.	* Front curb weight	4,254 lbs.
* Front axle capacity	7,500 lbs.	* Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

#### Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,226 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

#### Trailer Type

Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		

#### General Trailering

5th-wheel towing capacity	19700 lbs.	Gooseneck towing capacity	19700 lbs.
Towing capacity	18500 lbs.	GCWR	28000 lbs.

#### Fuel Tank type

Capacity	40 gal.
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#### Off Road

Min ground clearance	8 "
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#### Interior cargo

Cargo volume	31.6 cu.ft.	Maximum cargo volume	31.6 cu.ft.
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**2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)**

Price Level: 230 | Quote ID: LAUR22X5H

**Selected Equip & Specs (cont'd)****Rear Frame**

Height loaded	28 "	Height unloaded	34 "
---------------	------	-----------------	------

**Powertrain****Engine Type**

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	7.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	OHV
Variable valve control	DEVCT		

**Engine Spec**

Bore	4.21"	Compression ratio	10.5:1
Displacement	445 cu.in.	Stroke	3.98"

**Engine Power**

SAEJ1349 AUG2004 compliant	Yes	Output	350 HP @ 3,900 RPM
Torque	468 ft.-lb @ 3,900 RPM		

**Alternator**

Type	Dual	Amps	397
------	------	------	-----

**Battery**

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

**Engine Extras**

*Block heater	Yes
---------------	-----

**Transmission**

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

**Transmission Gear Ratios**

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

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## Selected Equip & Specs (cont'd)

### Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	*PTO provision	Yes

### Drive Type

4wd type	Part-time	Type	Four-wheel
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### Drive Feature

* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		

### Drive Axle

Ratio	4.88
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### Exhaust

Material	Stainless steel	System type	Single
----------	-----------------	-------------	--------

### Emissions

CARB	Federal
------	---------

### Fuel Economy

Fuel type	Gasoline
-----------	----------

## Driveability

### Brakes

ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear

### Brake Assistance

Brake assist	Yes
--------------	-----

### Suspension Control

Ride	Firm
------	------

### Front Suspension

Independence	Mono-beam non-independent	Anti-roll bar	Regular
--------------	---------------------------	---------------	---------

### Front Spring

Type	Coil	*Grade	HD
------	------	--------	----

### Front Shocks

Type	HD
------	----

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## Selected Equip & Specs (cont'd)

### Rear Suspension

**\*Independence** **DANA 130 rigid axle** Type **Leaf**  
Anti-roll bar **Regular**

### Rear Spring

Type **Leaf** Grade **HD**

### Rear Shocks

Type **HD**

### Steering

Activation **Hydraulic power-assist** Type **Re-circulating ball**

### Steering Specs

# of wheels **2**

## Exterior

### Front Wheels

Diameter **19.5"** Width **6.00"**

### Rear Wheels

Diameter **19.5"** Width **6.00"**  
Dual **Yes**

### Front and Rear Wheels

Appearance **Argent** Material **Steel**

### Front Tires

Aspect **70** Diameter **19.5"**  
Sidewalls **BSW** Speed **S**  
**\*Tread** **AT** Type **LT**  
Width **225mm** LT load rating **G**  
**\*RPM** **645**

### Rear Tires

Aspect **70** Diameter **19.5"**  
Sidewalls **BSW** Speed **S**  
**\*Tread** **AT** Type **LT**  
Width **225mm** LT load rating **G**  
**\*RPM** **645**

### Wheels

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared by: Ed Miller

06/21/2021

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

## 2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

Price Level: 230 | Quote ID: LAUR22X5H

### Selected Equip & Specs (cont'd)

Front track	74.8"	Rear track	74.0"
Turning radius	24.0'	Wheelbase	168.0"
Rear tire outside width	93.9"		

#### Body Features

Front splash guards	Yes	*Skid plate(s)	1
Body material	Aluminum	Side impact beams	Yes
*Side steps	Yes	Front tow hook(s)	2

#### Body Doors

Door count	4	Left rear passenger	Reverse opening
Right rear passenger	Reverse opening		

#### Exterior Dimensions

Length	253.3"	Body width	80.0"
Body height	81.8"	Cab to axle	60.0"
Axle to end of frame	47.2"	Frame section modulus	12.7cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	107.2"
Front bumper to back of cab	146.3"		

### Safety

#### Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

#### Seatbelt

Height adjustable	Front
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#### Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

### Seating

#### Passenger Capacity

Capacity	6
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#### Front Seats

Split	40-20-40	Type	Split-bench
-------	----------	------	-------------

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Price Level: 230 | Quote ID: LAUR22X5H

## Selected Equip & Specs (cont'd)

### Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

### Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

### Front Head Restraint

Control	Manual	Type	Adjustable
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### Front Armrest

Centre	Yes	Storage	Yes
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### Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		

### Rear Head Restraints

Control	Manual	Type	Adjustable
Number	3		

### Front Seat Trim

Material	Cloth	Back material	Cloth
----------	-------	---------------	-------

### Rear Seat Trim Group

Material	Cloth	Back material	Carpet
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## Convenience

### AC And Heat Type

Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		

### Audio System

Auxiliary audio input	Yes	*Radio	SiriusXM AM/FM/HD/Satellite
Radio data system	Yes	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC 3

### Audio Speakers

Speaker type	Regular	Speakers	7
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### Audio Controls

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## Selected Equip & Specs (cont'd)

Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes

### Audio Antenna

Type	Fixed
------	-------

### Video Features

* Integrated navigation system	With voice	* Real-time traffic display	SiriusXM Traffic yes
activation			

### LCD Monitors

1st row	2	Primary monitor size (inches)	8
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### Cruise Control

Cruise control	With steering wheel controls
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### Convenience Features

Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	SYNC 3 911 Assist	Wireless phone connectivity	Bluetooth
120V AC power outlet	2	* Back-up alarm	Yes
Smart device integration	Mirroring	Upfitter switches	Yes

### Door Lock Activation

Type	Power with 2 stage unlock	Remote	Keyfob (front doors)
Integrated key/remote	Yes		

### Door Locks Extra FOB Controls

Remote engine start	Smart device only
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### Instrumentation Type

Appearance	Digital/analog	Configurable	Yes
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### Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

### Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

### Instrumentation Displays

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## 2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

Price Level: 230 | Quote ID: LAUR22X5H

### Selected Equip & Specs (cont'd)

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power		
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		

### Interior

<i>Driver Visor</i>			
Mirror	Yes		
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	* Covering	Vinyl/rubber
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shifter material	Urethane
Interior accents	Chrome		

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## 2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

Price Level: 230 | Quote ID: LAUR22X5H

### Selected Equip & Specs (cont'd)

#### Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes

#### Overhead Console Storage

Storage	Yes	Type	Full
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#### Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Seatback storage pockets	2	Illuminated	Yes
Rear yes	Yes	Instrument panel	Covered bin
Dashboard	Yes	Rear door bins	Yes
1st row underseat	Locking		

#### Legroom

Front	43.9"	Rear	33.5"
-------	-------	------	-------

#### Headroom

Front	40.8"	Rear	40.3"
-------	-------	------	-------

#### Hip Room

Front	62.5"	Rear	64.7"
-------	-------	------	-------

#### Shoulder Room

Front	66.7"	Rear	65.8"
-------	-------	------	-------

#### Interior Volume

Passenger volume	116.0 cu.ft.
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Price Level: 230 | Quote ID: LAUR22X5H

## Warranty

### Standard Warranty

#### Basic

Distance	36,000 miles	Months	36 months
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#### Powertrain

Distance	60,000 miles	Months	60 months
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#### Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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#### Roadside Assistance

Distance	60,000 miles	Months	60 months
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## Midwest Fire Service

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We understand how important the issue of service is for you and your department. With hundreds of Midwest Fire apparatus in the field, we have over three decades of experience in providing ongoing support after delivery.

We make every effort to ensure that your new Midwest Fire apparatus leaves our manufacturing facility at 100% operating level- all chassis, apparatus, and sub-components included. Your apparatus was built with comprehensive quality control and inspected at multiple key points throughout the construction process and although we take these exhaustive steps to ensure quality and operational function, we understand that at times there's a need for service or repair of your apparatus.

Midwest Fire will work with your trusted local service center to perform the necessary repairs for your Midwest Fire truck. If you do not have a preferred service center, Midwest Fire can locate and contract with an appropriate service center to undertake the work required.

In the state of Texas, our franchised dealer Webb Apparatus LLC is available to provide mobile service for all warranty and service required.

Because you are able to call us direct, your request for service will get immediate attention. Midwest Fire makes it a priority to support our customers after delivery of their apparatus. For all inquiries regarding service or warranty, please contact General Manager Brett Jensen for immediate assistance. Our facility is open Monday-Friday, 8 am-5 pm.

Midwest Fire Equipment & Repair Company  
901 Commerce Road  
PO Box 524  
Luverne, MN 56156

Toll Free: 1.800.344.2059 Fax 1.507.283.9142 Info@MidwestFire.com

**MidwestFire.com • 1.800.344.2059**

info@MidwestFire.com • 901 Commerce Road • P.O. Box 524 • Luverne, MN 56156



## WARRANTY POLICY OF MIDWEST FIRE

The information contained in this Warranty Policy explains the coverage for the apparatus provided by Midwest Fire Equipment & Repair Company, herein referred to as Midwest Fire. A copy of this policy should be kept on file with the delivery documents for the apparatus.



### OBTAINING WARRANTY SERVICE

Contact Midwest Fire to arrange authorized service. All claims under this Limited Warranty, and prior to any work started, must be submitted in writing to Midwest Fire within the warranty period as stated herein. For questions regarding this Limited Warranty, contact Midwest Fire (1-800-344-2059.)

**EFFECTIVE WITH VEHICLES BUILT JANUARY 1, 2010 OR LATER LIMITED WARRANTY FOR FIRE TRUCK MODELS OFFERED BY MIDWEST FIRE** warrants to the original Purchaser that Midwest Fire apparatus and component parts thereof are, at the time of purchase, free from defects in material and workmanship and will remain free from such defects under normal use after delivery to the Purchaser as provided herein. Warranty shall begin at the time of delivery unless otherwise approved by Midwest Fire. The delivery limitations as set forth herein shall run from the date of delivery to the Purchaser in the United States of America and Canada.

### BASIC VEHICLE COVERAGE

Basic Vehicle Warranty, Twelve (12) Months, Unlimited Mileage

The remedy available under this Limited Warranty is non-cumulative in nature and is limited to repair or replacement at a trusted service location or by the Purchaser upon agreement prior to service. Midwest Fire, at its option, will repair or replace any part of this vehicle which proves defective in material and/or workmanship in normal use and service, with new or rebuilt parts, for the first twelve (12) months from new vehicle delivery date. This warranty is not transferable except by prior written agreement with Midwest Fire. Exceptions are listed below under *What Is Not Covered*.

### BODY SUB-STRUCTURE – TWENTY-FIVE (25) YEARS, Unlimited Mileage

Midwest Fire warrants to the original purchaser only, that the sub-structure fabricated by Midwest Fire, under normal use and with reasonable maintenance, will be structurally sound and will remain free from defect in materials or workmanship or corrosion perforation for a period of twenty-five (25) years. Warranty does not apply to items covered by separate warranty included but not limited to: Hardware, moldings, and other accessories attached to the sub-structure. In addition, this warranty does not apply to sub-structures, or any part or accessory attached to this sub-structure, manufactured by an outside vendor.

### METAL BODY WARRANTY – TEN (10) YEARS, Unlimited Mileage

Midwest Fire warrants to the original purchaser only, that a body fabricated by Midwest Fire, under normal use and with reasonable maintenance, will be structurally sound and will remain free from defect in materials or workmanship or corrosion perforation for a period of ten (10) years. Warranty does not apply to items covered by separate warranty included but not limited to: Hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to bodies, or any part or accessory attached to this body, manufactured by an outside vendor.

Midwest Fire will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery, not due to misuse, negligence, or accident.

The extent of warranty repair shall be determined solely by Midwest Fire, and shall be performed only at the factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser. Midwest Fire will not be liable for consequential damages and under no circumstances will its liability exceed the price for a defective body or sub-structure. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Midwest Fire will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

### PAINT WARRANTY - TEN (10) YEARS, Unlimited Mileage

The PPG paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of ten (10) years beginning from the day the vehicle is delivered to the purchaser. The warranty as outlined on the guarantee certificate will provide coverage for the following paint failures:

Guarantee Inclusions:

Full apparatus body manufactured and painted by Midwest Fire:

1. Peeling or delaminating of the topcoat and/or other layers of paint.
2. Cracking or checking.
3. Loss of gloss caused by cracking, checking, or hazing.

### COMPONENT COVERAGE

Parts, components, or accessories not manufactured by Midwest Fire described within are given warranty coverage of variable time periods. Parts, components, or accessories include, but not limited to: Chassis & chassis components, water tanks, pumps, electric and electronic equipment, valves, etc. Such components or accessories are covered by the respective warranties of the manufacturers thereof. These warranties may be, in some cases, less than twelve (12) months. The producers of these components or accessories or their local servicing agents should be contacted for prompt corrective warranty action.

### WHAT IS NOT COVERED

- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Loss of time or use of the vehicle, inconvenience, or other consequential or incidental damages or expenses.
- Replacement of defective parts with parts other than those provided by Midwest Fire unless prior arrangements have been made between the Purchaser and Midwest Fire.
- *Chassis including but not limited to:* Frame side rails, Cab & Cowl structure with components, Diesel engines/electronics and attached accessories (e.g., fan clutch, alternator, starter, etc.), Front & rear axles and Prop-shaft, Transmission, Brakes, Tires, or any other component installed and present on the chassis when delivered to the Midwest Fire for final body assembly.

*This warranty does not apply, or include coverage for defects attributable to damage resulting from the following:*

- (i) misuse, abuse, accident, neglect, negligence, vandalism, fire, riot, war, or Acts of God;
- (ii) Structural or other modifications or alteration without prior express written authorization by Midwest Fire;
- (iii) Repair or attempt-ed repair by unauthorized persons;
- (iv) Replacement of original components with substitutes without prior express written authorization by Midwest Fire;
- (v) Failure to perform routine preventative maintenance as customarily accepted within the industry or failure to provide proof of such preventative maintenance having been performed;
- (vi) Exposure to corrosives, contaminants, chemicals, salt, irradiation or atmospheric or environmental conditions;
- (vii) Usage or loading in excess of recommended capacities or in non-standard applications, including off-road.
- (viii) Fading or discoloration of paint, lettering or decals; \_\_\_\_\_

### DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Any provisions of this Limited Warranty which is prohibited or not enforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or non-enforceability without invalidating the remaining provisions hereof, and any such prohibition or non-enforceability in any jurisdiction shall not invalidate or render non-enforceable any such provisions in any other jurisdiction.





# APR PLASTIC FABRICATING, INC.

2312 Cass St., Fort Wayne, IN 46808 | 260.482.8523 | aprfiretanks.com

## Limited Lifetime Warranty – Fabricated Fire Vehicle Tanks and/or Bodies

APR Plastic Fabricating, Inc., hereinafter referred to as **Seller**, warrants that these goods manufactured and sold by **Seller** will be free from defects in material and workmanship for a period of time equal to the service life of the original vehicle in which they were installed (**one year maximum outside North America**). For this warranty to have full effect, the vehicle must be in active service (for its designed purpose) at the time any defect is discovered.

This warranty is transferable (subject to the approval of the **Seller**) within North America by written notification of **Seller** within thirty (30) days of vehicle transfer date.

**Seller's** obligation under this warranty is solely limited to repairing or replacing, at **Seller's** option, any part of the goods found to be defective within the warranty period. Reasonable costs to remove and reinstall defective product incurred by vehicle manufacturer, or its specific assigns, will be payable by **Seller**. Costs for travel outside North America will not be covered under this warranty.

This warranty is conditioned upon receipt by **Seller** of prompt notice of the claimed defect, including a description of the defect and of its discovery, substantiating photographs, and an opportunity made for **Seller** (or its assigned agents) to inspect the goods in the buyer's or end user's facility. Notification must be made in writing or by calling Toll Free 1-800-352-8265. **Seller** will dispatch a repair technician within 48 hours of notification in the event the vehicle has been rendered out-of-service (**Response time only valid in North America**). **Seller** will send a repair technician to arrive at a mutually satisfactory time if the vehicle is still in service. Product must be identifiable by serial number for this warranty to be effective.

This warranty does not apply to goods damaged by misuse, neglect, accident, or physical damage to goods that have been improperly applied. This warranty does not apply to the costs of installation, reinstallation, normal operation, or normal maintenance of any warranted goods.

Installation or modification (subsequent to initial sale) performed by **Seller** will be covered under separate warranty.

Any alteration of warranted goods by persons other than **Seller**, or its specific assigns, will void warranty.

**Seller makes no additional warranties, either express or implied, as to any of the goods sold and in particular Seller makes no other warranties of merchantability or fitness for any particular purpose.**

In no event shall **Seller** be liable for failure of the goods to comply with any federal, state or local laws or for incidental or consequential damages including loss of profits, or any other type of damage which may be caused in whole or in part by any failure, defect or other problem of the goods sold by seller.

The above is intended to apply to product described in **Seller's** quote or purchase agreement number

QT/ Serial #:

DWG #:

PO #:

This Warranty Certificate is Valid only if signed by Seller's authorized representative.

Signed:

*Phil Falls*

Date:





Hale Products Inc. • A Unit of IDEX Corporation  
700 Spring Mill Avenue • Conshohocken, PA. 19428  
Phone: 610-825-6300 • Fax: 610-825-6440  
www.haleproducts.com

## **Hale Products Inc. Limited Standard Warranty**

**(Fire Service Applications Only)\***

**EXPRESS WARRANTY:** Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service or five and one-half (5-1/2) years from date of shipment by Hale, whichever period shall be first to expire. Within this warranty period Hale will cover parts and labor for the first two (2) years and parts only for years three (3) through five (5).

**LIMITATIONS:** HALE'S obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with HALE'S Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence or accidental causes.
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service facility.
- Manufactured per design and specifications submitted by the original buyer.
- Used with an appropriate engine as determined by the engine manufacturers published data.
- Excluded are normal wear items identified as but not limited to packing, strainers, anodes, filters, light bulbs, intake screens, wear rings, mechanical seals, etc.

**THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER'S DESIGN AND SPECIFICATIONS.**

**EXCLUSIVE REMEDIES:** If Buyer promptly notifies HALE upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to HALE must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- HALE reserves the right to physically inspect the Product and require Buyer to return same to HALE'S plant or Authorized service Facility.
- In such event, Buyer must notify HALE for a Return Goods Authorization number and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, HALE shall, at its option, repair or replace the Product, or refund the purchase price (less allowance for depreciation).
- HALE's reimbursement covers only the standard labor and Hale components required for the removal, repair, and/or re-installation of HALE supplied Product.
- HALE's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-HALE supplied components.
- Absent proper notice within the Warranty Period, HALE shall have no further liability or obligation to Buyer therefor.

**THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INJURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERCIAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.**



*\* Portable and float pumps, non-fire service applications, skids and trailer products sold by Hale are not covered by this warranty document.*

**This is for Bliek's Custom Fab (BCF) Aluminum Truck Beds.**

**FIVE YEAR LIMITED WARRANTY**

Subject to the requirements, exclusions and limitations stated below, the structure of your BCF truck bed is warranted to the original retail purchaser against defects in materials and workmanship by Bliek's Custom Fab, arising from normal use for five (5) years from the date of purchase. The structure is that portion of the product which includes the main frame, consisting of the bottom rails, cross members, side posts, head ache racks (if so equipped) and tool boxes.

**ONE YEAR LIMITED WARRANTY**

BCF warrants its paint finish to be consistent with industry standards for one year after the date of original retail purchase, with the exception of "normal use" limitations set forth below and of deterioration due to use or exposure, such as chipping, scratching, fading, cracks in caulk seams, road salt or tar, damage by pressure washing. Warrantable paint repairs are limited to spot repairs and blending consistent with standards in the industry. Any repainting due to welding or work related to warranty is not covered by this warranty.

**LIMITED WARRANTY EXCLUSION**

BCF manufactures some products into which other persons or companies who are not employees or agents of BCF install additional equipment, and make modifications. This Limited Warranty extends only to materials used or workmanship performed by BCF or its employees in the construction of the original product subject to all limitations and exclusions set forth herein. BCF EXPRESSLY DISCLAIMS AND EXCLUDES ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIALS OR WORKMANSHIP IN ANY ITEMS INSTALLED INTO BCF PRODUCTS BY ANY OTHER PERSON OR COMPANY, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING THEREFROM.

**EXCLUSION OF COMPONENTS WARRANTED BY OTHER MANUFACTURERS**

Hinges, hardware, locks and installation hardware purchased and installed by BCF are warranted by their manufacturers and are excluded from the Limited Warranty.

**NORMAL USE; NO REPAIRS OR ALTERATIONS**

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the product has been subjected to negligence, accident, abuse, misuse, neglect, or overload or has been repaired or altered without the prior written consent of BCF. Normal wear items including, but not limited to, doors, hinges, struts, lights, switches, cables, will not be replaced due to wear.

**TRANSPORTATION COST EXCLUDED**

Transportation of any product to and/or from your dealer or any approved repair facility is the responsibility of the owner. BCF shall not be liable for any such costs.

**PRIOR WRITTEN CONSENT REQUIRED, AND RETURN OF DEFECTIVE PARTS REQUIRED**

No reimbursement will be made to any dealer or owner for repairs made without the prior written consent of BCF. Any defective part(s) must be sent by prepaid freight to



BCF, in order to qualify for replacement or reimbursement under this Limited Warranty.

#### **OTHER PRODUCTS EXCLUDED**

This Limited Warranty applies exclusively to BCF products manufactured by BCF. Any other products manufactured by BCF are specifically excluded from this warranty. Authorized repairs do not extend the term of this Limited Warranty.

#### **CONSENT TO VENUE AND GOVERNING LAW**

BY SIGNING THIS LIMITED WARRANTY AGREEMENT, PURCHASER AGREES THAT THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND SUBJECT TO AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA. FURTHER, IN THE EVENT OF ANY LITIGATION, PURCHASER CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE IN THE IOWA DISTRICT COURT IN AND FOR SIOUX COUNTY, IOWA.

#### **LIMITATIONS**

THE SOLE RESPONSIBILITY OF BCF UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR AND REPLACE PARTS AT THE BCF FACTORY OR, FOR A REASONABLE ALLOWANCE, AT ANOTHER PLACE AND AUTHORIZED IN WRITING BY BCF ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF ANY PARTS TO OPERATE PROPERLY, ARE HEREBY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COMMERCIAL LOSS OR ANY OTHER TYPE OF DAMAGES, GENERAL OR SPECIFIC, FORESEEN OR UNFORESEEN, UNLESS APPLICABLE STATE LAW PROVIDES OTHERWISE.

#### **DISCLAIMERS**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS. BCF MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO BCF PRODUCTS WHETHER AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. NO ONE, OTHER THAN BCF IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF BCF.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR EXTENDED USE ARE LIMITED TO WARRANTY PERIODS STATED ABOVE, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.

The undersigned dealer, by signing this manufacturer's Limited Warranty, states that he/she has informed and explained to the purchaser all limited warranty and claim procedures and will submit within ten (10) days the form to:

Bliek's Custom Fab  
201 Commerce Street  
Hull IA, 51239  
ATTN: Body Warranty Information



## 2019 Model Year **Ford Warranty Guide**

(Except F-650/750, Hybrid and Electric Vehicles)



owner.ford.com



ford.ca

September 2018  
Second Printing  
Litho in U.S.A.



KW7J19T201 BA





Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States:	In Canada:
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) (TDD for the hearing impaired: 1-800-232-5952) <a href="http://www.owner.ford.com">www.owner.ford.com</a>	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) <a href="http://www.ford.ca">www.ford.ca</a>
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	In Puerto Rico:
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: <a href="mailto:expcac@ford.com">expcac@ford.com</a>	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: <a href="mailto:prcac@ford.com">prcac@ford.com</a> <a href="http://www.ford.com.pr">www.ford.com.pr</a>
In Middle East:	
Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: <a href="mailto:menacac@ford.com">menacac@ford.com</a> <a href="http://www.me.ford.com">www.me.ford.com</a>	





# Welcome To Midwest Fire





# Building Relationships For 30 Years



Midwest Fire Equipment and Repair Company has been manufacturing high-quality fire rescue vehicles in the United States since 1987.

We incorporate new technologies and creative design features into each truck we manufacture to ensure that it is among the most innovative and functional apparatus on the market.





# ● Building Relationships For 30 Years



We have a long tradition of reaching out to fire departments that share our business values. We devise custom solutions in order for our products to meet the particular needs of each of our customers.

● We inspect each apparatus throughout its entire manufacturing process to ensure the highest level of quality and craftsmanship. We also provide reliable service and competitive warranties for each truck that leaves our facility.





# All-Poly® Series Tanker-Pumper



## Standard Equipment:

- All-Poly® body and tank construction with lifetime warranty
- All-Poly® T style tank with full hose bed with available capacities of 1,500 to 4,000 gallons with a low center of gravity and optimized weight distribution
- Extruded aluminum rub-rails
- "Sweep out" style compartments, including door activated LED lighting, dry decking, and floor drains
- Anodized aluminum roll-up doors
- Class 1 Es-Key multi-plex system
- NFPA compliant warning lights and striping
- Direct tank fill
- Newton 10" stainless steel dump valves
- Portable tank carrier and tank



# All-Poly® Series Tanker-Pumper



## Optional Equipment:

- Various pump and plumbing configurations available
- Electric dump valves and portable tank carrier
- Hose reels, Monitors, Foam Systems
- Pump house heater and heat pan
- Hose trays, hose cross-lays and hose compartments
- Hard suction hose and ladder carriers
- Multiple compartment configurations
- SCBA holders and brackets
- Rear view camera
- Multiple lighting and siren options available
- Tire Chains, Extended Front Bumpers, Winch
- Air and battery conditioner
- More Customized Options Available



# All-Poly® Series Pumper



## Standard Equipment:

- All-Poly® body and tank construction with lifetime warranty
- 1000 gallon POLY tank with optional foam cell
- Stainless steel or aluminum pump-house super-structure
- "Sweep Out" style compartments with adjustable shelving
- Internal ladder, hard suction and pike poles storage
- Various pump and plumbing configurations available (capacities up to 2000 GPM)
- Anodized aluminum roll-up doors
- LED lighted footsteps and compartments
- Full length hose bed and pre-connect cross lays
- Over 300 cu. ft. storage space
- NFPA compliant warning lights and striping
- Class 1 ES-Key Multiplexing system



# All-Poly® Series Pumper



## Optional Equipment:

- Hose reel options
- Extended front bumper with pre-connects
- Deck gun / Remote control monitor
- Class A foam system
- LED Telescoping lights
- Generator
- LED tank level gauges
- SCBA spare bottle compartments
- Winch
- More Customized Options Available



# Quick-Attack Series



## Equipment Options:

- All-Poly® body and tank with lifetime warranty
- 150-300 Gallon poly tank with optional foam cell
- 100-700 GPM engine driven pump options
- "Sweep Out" style compartments with LED lighting
- Anodized Aluminum Roll-Up Doors
- Aluminum rub rails
- NFPA compliant warning lights and striping
- Monitor and foam system options
- LED Telescoping lights
- Rear receiver hitch, winch, tow ring
- Hose reel options
- Emergency siren and speaker
- More Customized Options Available





# Brush Truck Series



## Equipment Options:

- Aluminum body construction
- 150-500 gallon poly tank with optional foam cell
- 100-700 GPM engine driven pump options
- Multiple storage compartment configurations
- Transverse front compartment
- NFPA compliant warning lights and striping
- Emergency Siren & Speaker
- Spring mounted body
- Upper dunnage storage
- Monitor and foam system options
- Hose Reel Options
- LED Telescoping lights
- Rear receiver hitch, winch, tow ring
- Suspension lift kits with super single tires
- More Customized Options Available







# ALL•POLY® TYPE 3

Midwest Fire Equipment & Repair Company manufactures high-quality fire apparatus to serve your community for decades. Operating with a neighborly style and Midwestern values, our skilled team of professionals work to design the most versatile, high value fire apparatus to aid firefighters in the protection of life and property.



## Standard Features:

- All-Poly® Body & Tank with Lifetime Warranty
- 500 to 750 Gallon Poly Tank with Optional Foam Cell
- "Sweep Out" Style Compartments w/ Adjustable Shelves
- Internal Suction Hose Storage
- Side Control PTO Pump, 500 to 1500 GPM
- All-Poly® Swing Doors
- LED Lighted Footsteps and Compartments
- Full Length Hose Bed and Pre-Connected Cross Lay
- NFPA Compliant Warning Lights and Striping
- Class 1 ES-Key Multiplexing System
- Stainless Steel Plumbing

## Options:

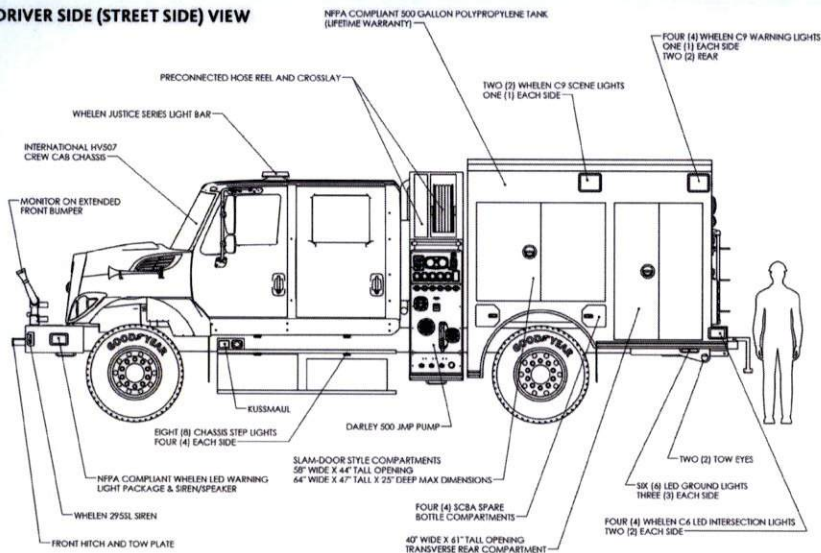
- Auxiliary Engine Driven Pump
- Ladder Storage
- Foam System
- I-Zone Interface Brackets
- Additional Hose Reel
- Permanent or Portable Winch
- Front and Rear Ground Sweeps
- Remote Monitor
- Chassis Step Storage
- Multiple Discharge Options
- Roll-Up Doors



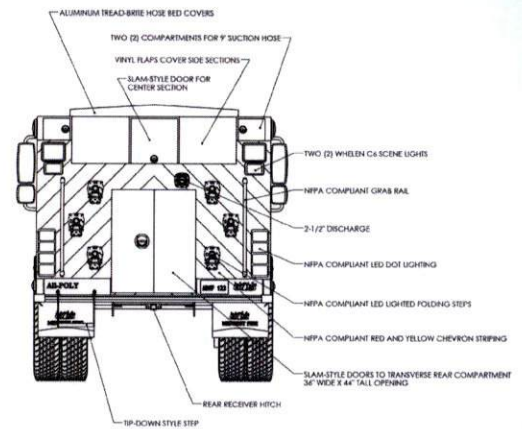
info@MidwestFire.com • 901 Commerce Road • P.O. Box 524 • Luverne, MN 56156  
MidwestFire.com • 1.800.344.2059



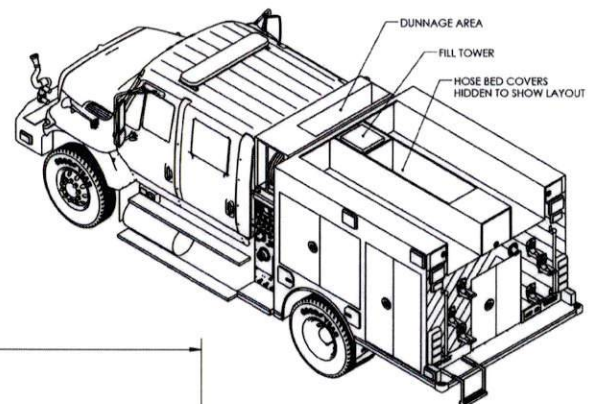
## DRIVER SIDE (STREET SIDE) VIEW



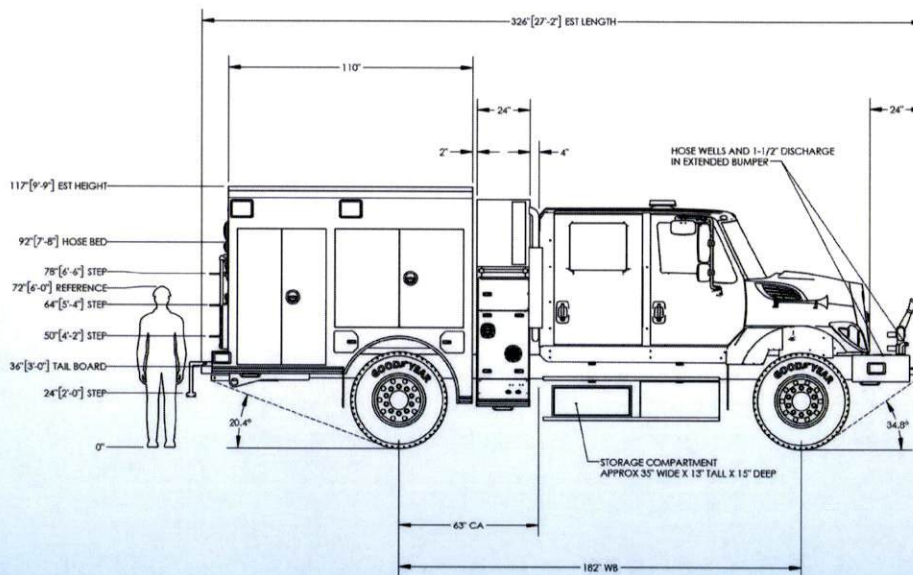
## REAR VIEW



## TOP VIEW



## PASSENGER SIDE (CURB SIDE) VIEW



# ALL•POLY® TYPE 3



info@MidwestFire.com • 901 Commerce Road • P.O. Box 524 • Luverne, MN 56156  
MidwestFire.com • 1.800.344.2059



# Professional Assistance



**Brett Jensen**  
VP General Manager



**Jeff Bowen**  
Account Representative



**Joe Hlushak**  
Project Manager



**Joseph Juhl**  
Account Representative



**Newt Johnson**  
Account Representative

Communication throughout the entire process of bidding and purchase of the fire apparatus will be between you and our expert Sales Representatives. During the construction and pick-up of your fire apparatus you will work directly with our Project Managers, Joe Hlushak and Don Kalass.

Our direct communication between customer and manufacturer provides immediate response and eliminates the guess work. By having assigned contacts through the entire process, you can feel confident that the project is handled professionally with continuous and personal focus.





# Pump Configurations



**Top-Control**

"Top-Control" pump with top-control pump operator panel: the pump operator's panel shall be top mounted to allow 360-degree visibility



**Side-Control**

"Side-Control" pump with hose cross-lay: hose cross-lay above the pump house shall be an area for pre-connected hose cross-lays and/or hose storage



**Side-Mount**

*Available with the Hale AP50 500 GPM or MBP 750 GPM PTO driven pump*

"Side-Mounted" style pump module is the ideal solution for applications such as small compact tanker-pumpers where shorter wheelbase is required.



**Notched**

*Available with PTO driven pumps only*

"Notched" style pump house: the tank is "notched" and the pump and pump house is installed below the tank. This exclusive "notched" tank design for shorter wheelbase.

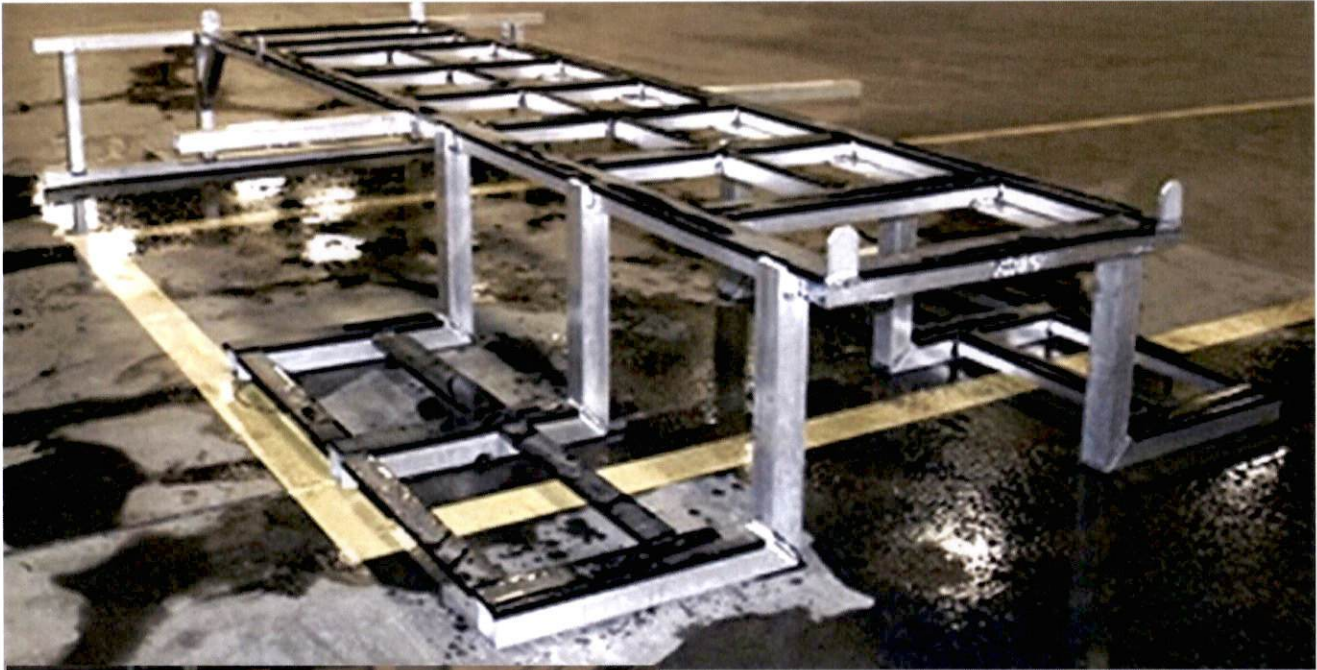


**Portable**

"Portable" pump permanently mounted inside locker



# Body & Tank Cradle

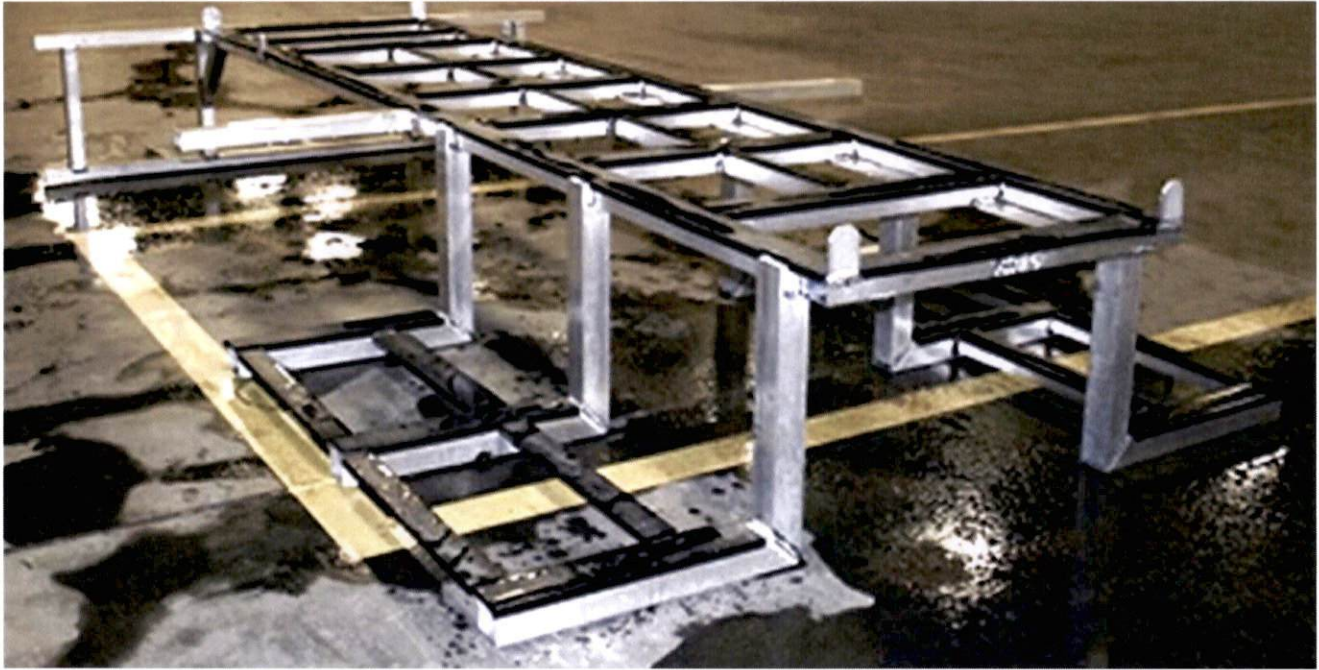


High strength material is used in our “reverse shoulder” construction to create full body support for the heaviest items you can carry and maximum durability. The upper portion of the cradle is specifically designed to meet the strict guidelines for tank support as presented by the tank manufacturer.

The weight bearing cradle for the tank and outer body compartments is constructed of welded tubular steel. Longitudinal supports are 2.0” x 3.0” with interior lateral supports of 2.0” x 4.0” and 2.0” x 2.0” in configurations that are designed specifically for the type of tank and tank size.



# Body & Tank Cradle



A rubber isolating strip is placed on each support of the cradle that contacts the tank. This separation protects the tank from potential wear created by chassis twist and tank movement.

Body and/or cradle fabrication begins on specially designed jigs. The jigs ensure the body is square and built exact to the dimensions and compartment layout as called for.

# Body & Tank Paint



Paint process takes place in our state of the art painting booths according to the exact guidelines of PPG by certified paint specialists.

Base coat/clear coat process is completed by a bake process that creates a harder and more scratch-resistant surface.

Machine-finished prior to assembly of complete apparatus.

Backed by a 10-year paint warranty.





# All-Poly® Body & Tank



**All-Poly® body & tank design allows for maximum customization.**

Made from high quality,  $\frac{3}{4}$ " copolymer polypropylene and more impact resistant than steel or aluminum, our All-Poly® tanks and bodies are constructed with leak-proof extrusion welds that are guaranteed never to rust or corrode.

Capable of holding up to 4,000 gallons and built with a low center of gravity means that you will deliver large amounts of water safely and efficiently. Better yet, All-Poly® tanks and bodies come with a lifetime warranty.



# Quality Control



The procedures followed by the Midwest Fire crew ensures that company quality control is followed. Inspections are conducted throughout the assembly processes, specifically: electrical, paint, body set-up, body construction and plumbing.

At the time of completion a final inspection takes place according to **UL guidelines**. This rigorous (approx. 5hrs) in-house test provides complete confidence in the overall safety, quality and operation of the fire apparatus.





# Weekly Progress Report



Now  
12



Previous Image

Next Image

Once production has begun, a weekly posting is made so you can follow the progress.

Progress reports can be accessed with a personalized account.



# Customer Inspection & Training



Training to our customer includes a review of specifications to ensure compliance. Additionally, this review ensures the fire apparatus is built and operates to the satisfaction of our customer. This process includes training in the operation of the individual components of the fire apparatus as well as the complete vehicle. It will also include a review of warranty and arrangements for service of the product once the apparatus is in your possession.



# Showroom



THE SHOWROOM – Ready for the Customer!



# Proud Partnerships & Memberships



FEMA



**HGACBuy**  
THE SMART PURCHASING SOLUTION







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2020

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

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

PRODUCER Boen & Associates, Inc. 307 W. 41st Street PO Box 89010 Sioux Falls SD 57105	CONTACT NAME: Erin Reilly PHONE (A/C, No, Ext): (605) 336-0425 E-MAIL: erinr@boenassociates.com FAX (A/C, No): (605) 336-8187 INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: USLI INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rock River Industries, LLC, DBA: Midwest Fire Equipment & Repair Co. 901 Commerce Rd PO Box 524 Luverne MN 56156	NAIC # 13021

## COVERAGES

CERTIFICATE NUMBER: 20/21

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60518009	08/09/2020	08/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			60518009	08/09/2020	08/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 100,000 OCCUR CLAIMS-MADE			60518009	08/09/2020	08/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60518009	08/09/2020	08/09/2021	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Employment Practice Liability			EPL1569999	08/09/2020	08/09/2021	250,000/1,000 ded

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

## CERTIFICATE HOLDER

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# MIDWEST FIRE







**File Attachments for Item:**

23. Resolution No. R21-50: Resolution Approving The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel.



## **RESOLUTION NO. R21-50**

### **RESOLUTION APPROVING THE APPLICATION FOR BITTERROOT GROVE TOWNHOMES, A SIXTY UNIT PLANNED UNIT DEVELOPMENT AS AN ADDITION TO THE CITY OF LAUREL.**

WHEREAS, the Planned Unit Development Application (“PUD”) was submitted to the City of Laurel by an agent for the property owner (“Petitioner”) of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for the Development Application to include annexation to the City of Laurel, zoning, and a variance to lot size; and

WHEREAS, Petitioner constitutes the owner of the entire property which is subject to the application submitted to the City for approval; and

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development Application, at a duly advertised public hearing that was held on May 19, 2021; and

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed development area; and

WHEREAS, based on the evidence and testimony provided at the hearing the Laurel City-County Planning Board approved a motion to recommend the approval of the PUD application to the Laurel City Council with the eleven conditions recommended by Staff as contained in the Staff Report dated June 24, 2021; and

WHEREAS, the City Council held a public hearing on July 13, 2021 on the proposed PUD application as well as the annexation and variance requests submitted by the Petitioner; and

WHEREAS, whereas the City Council gathered public comment regarding the application and based upon the documents contained in the City’s File, and testimony and evidence submitted during the public hearing, the City Council has determined it is in the City’s best interest to conditionally approve Petitioner’s application subject to the eleven conditions contained in the Staff Report dated June 24, 2021; and

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

1. Petitioner's application for the Planned Unit Development known as the Bitterroot Grove Townhomes is hereby conditionally approved subject to the eleven recommendations contained in the Staff Report Dated June 24, 2021.
2. The City Council hereby adopts the findings and recommendations for approval contained in the Staff Report as its findings and recommendations for approval.
3. The City Council's approval is specifically conditioned on the findings and recommendations adopted herein.

Introduced at a regular meeting of the City Council on July 13, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 13<sup>th</sup> day of July 2021

APPROVED by the Mayor this 13<sup>th</sup> day of July 2021.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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





## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT & FINDINGS OF FACT

TO: Laurel City-County Planning Board  
FROM: Nicholas Altonaga, Planning Director  
RE: Planned Unit Development – Bitterroot Grove Townhomes  
DATE: June 24, 2021

#### DESCRIPTION OF REQUEST

A Planned Unit Development application and supplemental was submitted by Forrest Mandeville of Forrest Mandeville Consulting and Engineering West on behalf of Darrel Dyer for the parcels at 1304 E. 8<sup>th</sup> Street, between Fir and Juniper Avenues. The Applicant has proposed the Bitterroot Grove Townhomes, a 60-unit Planned Unit Development with age-restricted units for those 55 and older. This PUD application also includes a request for annexation and a variance. The Application contains all the necessary components of the PUD, Variance, and Annexation applications. The property is currently owned by Elvira and James Cotter, with purchasing agreements in place. The property currently has a great deal of personal property, debris, and materials on site and is an overgrown state.

Owner: James Cotter, Elvira Cotter  
Legal Description: NUTTING BROS SUBD, S10, T02 S, R24 E, BLOCK 6, Lots 1 - 12, BLOCK 6, Lots 1 - 12  
Subdivision size: 4.68 Acres  
Existing Land Use: Residential, Vacant  
Proposed Land Use: Residential Planned Unit Development

#### BACKGROUND AND PROCEDURAL HISTORY

1. A pre-application meeting for the Planned Unit Development took place on June 23, 2020 between the Applicant, their engineers, and City Staff.
2. The Application for the Planned Unit Development, Annexation, and Variance and their supporting documentation was submitted on March 15, 2021.
3. The City Staff Design Conference took place on April 27, 2021.
4. The Planning Director transmitted a letter of findings to the Applicant and their developer on May 7, 2021.

5. The Applicant and their developer resubmitted documents to the Planning Department on May 17, 2021.
6. The Planning Board held a public hearing on the proposed Planned Unit Development, Annexation, and Variance applications on May 19, 2021.
7. The Planning Director worked with the Applicant and their contractor to update the Annexation Agreement and HOA Bylaws as discussed at the May 19<sup>th</sup> meeting.
8. The Planning Board has scheduled a second public hearing on the proposed Planned Unit Development, Annexation, and Variance applications for June 16, 2021.
9. The Planning Board lacked a quorum at the scheduled public hearing on June 16, 2021.
10. The Planning Director forwarded the materials and documentation for the Bitterroot Grove Townhomes Annexation, Variance, and Planned Unit Development to the City Council on June 25, 2021.
11. The City Council has scheduled a subsequent public hearing on the proposed Planned Unit Development, Annexation, and Variance applications to approve, approve with conditions, or deny the requests on July 13, 2021.

#### STAFF FINDINGS

1. The Application for PUD, Annexation, and Variance contain all the necessary items.
2. Annexation has been requested to hook the property into the municipal water and wastewater system, as well as garbage pick-up.
3. A variance has been sought for the minimum size requirements of a Planned Unit Development stated in the Laurel Municipal Code.
  - a. Laurel Municipal Code requires a minimum of 5 acres for a PUD
  - b. The proposed PUD is 4.68 acres.
4. The Applicant has proposed private interior streets with gated entrances.
5. Gated entrances shall be accessible by all Laurel EMS, Fire, and Police departments, as well as code enforcement and public works where necessary.
6. The Applicant has proposed private internal water and sewer connections.
7. The Applicant has proposed a water meter building, to manage the interior water system of the development.
8. The proposed project would improve a largely vacant, blighted lot with a dense residential development.
9. The application includes bylaws for a townhouse association to manage the property.
10. The subsequent submittal of documents on May 17 included a landscaping plan and weed management plan.
11. An Annexation Agreement was provided with the application which specifies adjacent public improvements, development standards, and other requirements for annexation into the City of Laurel.

#### PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC 17.32.020 – Review and Approval, Part D states:

“Within thirty days after the design conference, the application shall be reviewed by the city-county planning board and recommendations based on the comments from the design conference and the criteria contained in the subdivision regulations shall be forwarded to the zoning commission. The comments from the design conference shall be forwarded to the planning board, zoning commission and developer within five working days after the conference.”

## RECOMMENDATIONS

The Planning Director Recommends approval of the Planned Unit Development for the Bitterroot Grove Townhomes with the following conditions of approval:

1. The Property shall be cleared of personal property, debris, and refuse prior to annexation, variance, and PUD approval.
2. The Property shall be brought up to city standards prior to annexation, variance, and PUD approval.
3. Landscaping plan and maintenance schedule and/or information shall be sufficiently detailed for City Departments to enforce nuisance codes and other ordinances.
4. The proposed Water system shall be approved by the contracted city engineer, KLJ Inc.
5. The proposed Water system shall meet all Montana DEQ and City Standards.
6. The proposed Wastewater system shall be approved by the contracted city engineer, KLJ Inc.
7. Weed Management Plan shall be completed and approved by the Yellowstone County Weed District.
8. Annexation Agreement shall be updated with specific changes noted by the Planning Department.
9. Bylaws for the Bitterroot Grove Townhome Association shall be updated with the specific changes noted by the Planning Department.
10. The Owner/developer shall apply for all necessary and applicable city permits.
11. The Owner/developer and the City shall establish a satisfactory solution for the public alleyways within project boundary.

## ATTACHMENTS

1. PUD Written Statement
2. Annexation Application
3. Annexation Agreement (updated)
4. Waiver of Right to Protest (updated)
5. Variance Application and Request Letter
6. PUD Layout/Design
7. PUD Landscaping Plan
8. Bylaws of Bitterroot Grove Townhomes Association (updated)
9. Images of proposed townhome design

10. Planner Letter to the Applicant (dated 5/17/2021)
11. Comments from Ryan Welsh, Engineer at KLJ, on proposed Water/Sewer expansion (dated June 8, 2021)



**NUTTING BROS. SUBDIVISION  
BLOCKS 6 & 7, PLUS ABANDONED PORTION OF HAZEL AVE.  
LAUREL, MONTANA**



## SUMMARY

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development in Laurel, MT, on the south side of Eighth Street, between Fir Avenue and Juniper Ave. The development will utilize the Planned Unit Development (PUD) process, as outlined in the Laurel Municipal Code (LMC), Section 17.32.

The property is currently outside of Laurel city limits, and annexation has been requested. The property was split by an undeveloped portion of Hazel Ave, but abandonment has been conditionally approved by Yellowstone County. As a condition of approval for the Hazel Ave. abandonment, the landowner will resurvey the property to aggregate the property, as shown on the site plan.



Aerial of Site

## PLANNED UNIT DEVELOPMENT WRITTEN STATEMENT (LMC 17.32.040)

**Copies of any special agreement, conveyances, restrictions or covenants, which will govern the use, maintenance and continued protection of the planned unit and any of its common parks or open spaces.** Covenants and restrictions are proposed for the governance of the townhome PUD development, copies of which are provided as an attachment to this document.

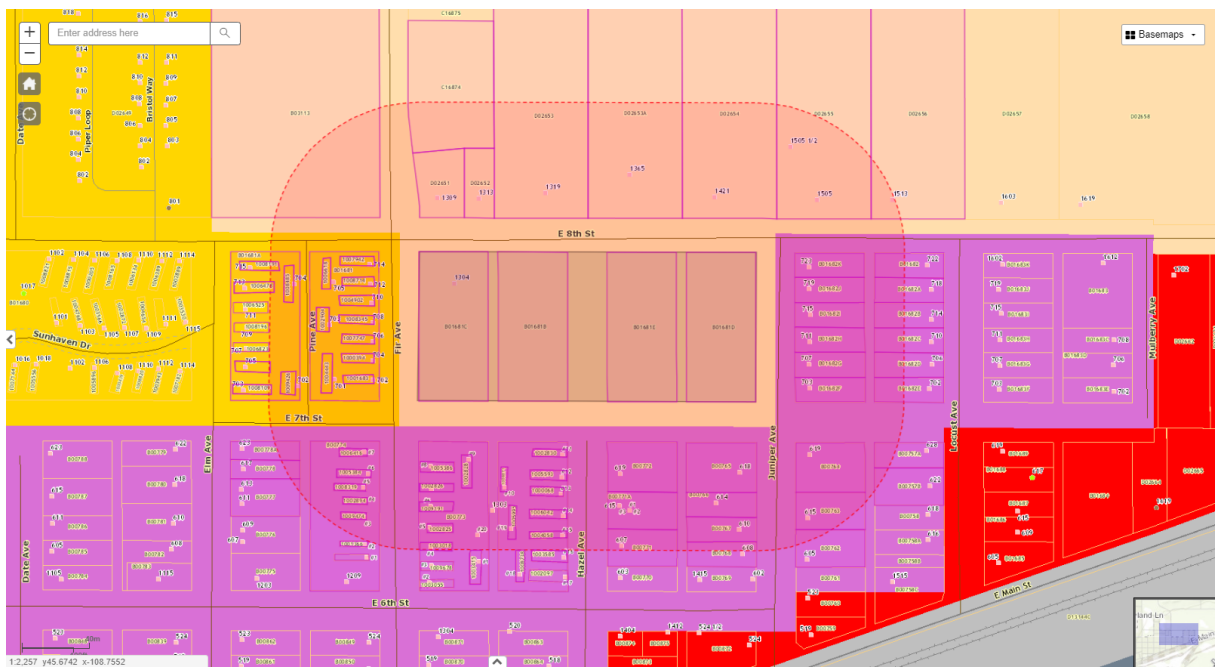
**A statement of the present ownership and legal description of all the land included in the planned unit.** The property is owned by Bitterroot Group, LLC. The applicant is Darrell Dyer. The property is legally described as Nutting Bros. Subdivision, Blocks 6 & 7, plus the Abandoned Portion of Hazel Ave. The Abandonment of Hazel Ave has been conditionally approved by Yellowstone County.

**An explanation of the objectives to be achieved by the planned unit, including building descriptions, sketches, or elevations as may be required to describe the objectives.** The Bitterroot Grove Townhomes PUD development will provide housing in a community setting, targeted at the age 55 and up community. It is the intent of the applicant that this development contributes to the vitality and growth of the City of Laurel in an orderly and desirable fashion. This will also provide beautification to a main east-west transportation corridor in northeast Laurel. A site plan is included with additional information, including the proposed layout of the development

**A development schedule indicating the approximate date when construction of the planned unit or stages of the planned unit can be expected to begin and be completed.** Construction is expected to commence shortly after approval, during the spring/summer of 2021. Development will proceed in an east-to-west fashion, with the farthest east portion being built first. A temporary access is proposed in the northeast portion of the property for emergency purposes. As development continues, access will be built through the west side of the property and the temporary access abandoned. See the site plan for additional information.

## STANDARDS AND REQUIREMENTS (LMC 17.32.050)

**In cases of conflict between standards of any other provisions of this title and standards of this chapter, the standards of this chapter shall apply.** The provisions, standards, and requirements of LMC Section 17.32. have been complied with during the development of this application.



**Existing Zoning in Area**

**Demonstrate that the PUD is consistent with the purposes and objectives of the city comprehensive plan and any other officially adopted plan.** This townhome PUD development complies and is consistent with the provisions of the Laurel Growth Management Plan (adopted November 2020). Chapter 7: Future Land Use, page 30, states that zoning should allow “a more diverse array of housing types and density.” Chapter 7.5: Annexation, on page 32 goes a step further in stating:

There are many areas directly adjacent to the east of the City that would be prime candidates for annexation in addition to the previously mentioned westward expansion. The parcels between Alder Avenue and Yard Office Road, especially those along East 8th Street, should be considered and the lands adjacent to the Village Subdivision. These areas are already closely linked to the City with roads and services, and their inclusion would fill gaps in the Laurel City Map.

The area identified above corresponds with the area of this development. Annexation is proposed as part of this townhome PUD development.

Chapter 8: Housing, page 38, lists as a goal to “encourage a mixture of housing types to meet the demand of all market sectors” by maintaining “diverse array of housing and affordability levels” and promoting “higher density housing types in the downtown area and adjacent to major transportation corridors.” These goals will be furthered with the development of the Bitterroot Grove Townhomes development.

**The PUD's relationship to its surroundings shall be considered in order to avoid adverse effects caused by traffic circulation building bulk, insufficient screening, noise, dust or other common nuisances.** Surrounding property consists of multi-family and single-family residential development. The site is surrounded on three sides (south, east, and west) by Laurel City Limits. Zoning to the west is RMH; zoning to the south and east is RLMP. Land to the north is not within City limits and generally consists of large-lot residential development. Zoning to the north is R-200. Existing roads will be improved as necessary, including curb, gutter, and sidewalks around the development.

**If a PUD is proposed to be constructed or developed in phases, it must be demonstrated that each phase is independent of the other phases and contains sufficient parking, open space and other facilities to provide for the needs of the projected population of that phase.** The site will be developed from the east to the west. Parking, open space, solid waste disposal, etc. will be generally the same ratios across the development. A temporary access for emergency purposes will be developed on the northeast side of the development to allow for ingress and egress until the access on the west side of the site is developed, at which time the emergency access will be abandoned. There will always be two points of access for this development. See the site plan for more detail.

**The minimum acreage for a PUD shall be five acres.** The site of this development is 4.68 acres. A variance request has been submitted to allow for the slight deviation from the requirement.



# CITY OF LAUREL, MONTANA

## REQUEST FOR ANNEXATION

## AND PLAN OF ANNEXATION

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

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.
2. Applicant landowner's name: Darrell Dyer - Bitterroot Group, LLC  
Address: PO Box 908, Laurel, MT 59044  
Phone: 701-651-5572
3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)  
Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and  
Legal description: abandoned portion of Hazel Avenue between Blocks 6 and 7  
Lot size: 4.68 acres  
Present use: Residential and vacant land  
Planned use: 60 Unit Planned Unit Development Townhome Project (Bitterroot Grove Townhomes)  
Present zoning: R-200  
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])
4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

### Water Service:

Fir Ave (west side of site); Juniper Ave (east side);  
Location of existing main: undeveloped 7th St right-of-way (south side)  
Cost of extension of approved service: \$278,784 for water for entire PUD development  
How cost determined: Engineer Estimate  
Timeframe for installation: Summer 2021

### Sewer Service:

Undeveloped Alleys in Blocks 6 and 7, Nutting Bros. Subdivision  
Location of existing main: \$201,603 for sewer for entire PUD development  
Cost of extension of approved service: Engineer estimate  
How cost determined:

Timeframe for installation: Summer 2021

How financed: Privately Financed

Streets:

Is there any adjoining County ROW to the proposed annexation: Yes, 8th St. to the north, Fir Ave to the west, Juniper Ave to the east, undeveloped 7th St to the South

Location of existing paved access: 8th St (north side), Fir Ave (west side), Juniper Ave (east side)

Cost of paving: \$218,156 for road improvements for entire PUD Development

How cost determined: Engineer Estimate

Timeframe for construction: Summer 2021

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

Sidewalk improvements at estimated cost of \$31,000

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

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

Return to:  
Darrell Dyer  
PO Box 908  
Laurel, MT 59044

## **ANNEXATION AGREEMENT**

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BITTERROOT GROVE, LLC, PO BOX 908, LAUREL, MT 59044, hereinafter referred to as "DEVELOPER," and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

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

Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as "Developer Tracts" as well as all adjacent public right-of-way.

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

**WHEREAS**, DEVELOPER desires to annex Developer Tracts to the City; and

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

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

1. Roads and Access. The Developer Tracts shall be accessible by private drives from Juniper Ave. and Fir Ave. Access will be controlled with gates. Local EMS, fire, and law enforcement shall have the necessary codes for access.
2. Sanitary Sewer. Developer Tracts shall be served by City of Laurel sewer lines located within the undeveloped alleys in Blocks 6 and 7 of Nutting Bros. Subdivision and shall comply with DEQ and City standards and requirements.
3. Water. Developer Tracts shall be served by City of Laurel water lines located within the Fir Ave. and Juniper Ave. rights-of-way, and the right-of-way of the undeveloped E. 7<sup>th</sup> St., and shall comply with DEQ and City standards and requirements.
4. Storm Drain. Developer Tract shall be served by onsite retention ponds of sufficient volume, pursuant to DEQ and City standards and requirements.
5. Right-of-Way. DEVELOPER shall improve the east side of Fir Ave and the west side of Juniper Ave adjacent to the site to the roadway centerlines. Improvements shall include curb, gutter, and sidewalk. DEVELOPER shall also improve the south side of East 8<sup>th</sup> Street with curb, gutter, and sidewalk adjacent to the site. All improvements shall meet City of Laurel and ADA requirements.
6. Zoning. Developer Tracts are part of a Planned Unit Development reviewed and approved pursuant to the Zoning Ordinance of the Laurel Municipal Code.
7. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver of Right to Protest the Creation of Special Improvement Districts filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.
8. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.



9. Property Maintenance/Conditions. DEVELOPER shall remove any debris, trash, personal property, or other items deemed to be refuse. If not complete within 90 days of filing of this Agreement, the City shall be entitled to enforce all City ordinances and codes for the removal of the aforementioned items. The City shall be able to assess the Developer Tracts in order to enforce all applicable City codes and ordinances.
10. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
11. Attorney's Fees. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
12. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

“DEVELOPER”

BITTERROOT GROVE, LLC

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

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

STATE OF MONTANA       )  
                                      :ss  
County of Yellowstone       )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as \_\_\_\_\_ of BITTERROOT GROVE, LLC, and who acknowledged to me that said DEVELOPER executed the same.

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

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

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

“CITY”

CITY OF LAUREL, MONTANA

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

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

STATE OF MONTANA     )  
                                      :ss  
County of Yellowstone     )

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

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

Approved as to Form:

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

DA-5

Upon Recording Please Return to:

City of Laurel  
P.O. Box 10  
Laurel, Montana 59044

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

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

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

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

NUTTING BROS. SUBDIVISION, BLOCK 6, LOTS 1-12, AND BLOCK 7, LOTS 1-12,  
AND ABANDONED PORTION OF HAZEL AVENUE BETWEEN BLOCKS 6 AND 7

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Subdivider/Owner

WAIVER-1



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

STATE OF MONTANA )

: ss

County of Yellowstone )

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

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

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

Printed name: \_\_\_\_\_

Residing in \_\_\_\_\_, Montana

My commission expires: \_\_\_\_\_

WAIVER-2



## INSTRUCTIONS

### CITY-COUNTY PLANNING VARIANCE REQUEST

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These application instructions cover appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

This application form is supplied by the City and must be returned to the City.

The following is a list of information required for submittal to be considered complete.

1. It is mandatory that you meet with the City Planner prior to applying. The City Planner will provide you with a map of the property owners within 300' that you must have certified by a title company.
2. Provide a plot plan drawn to scale on paper not larger than 11"x17" which includes all existing and proposed structures and proposed variance measurements.
3. A set of three mailing labels for each surrounding property owner within the 300 feet.
4. A detailed justification referring to the Laurel Municipal Code Chapter 17.60.020.
5. Application, with fee (\$550 for residential; \$1,100 for commercial), must be made on or before the first day of the month prior to the month it will appear before the Laurel City-County Planning Board.

The public hearing before the City-County Planning Board is held on the 3<sup>rd</sup> Wednesday of the month at 5:35PM. in the City Council Chambers at 115 W. 1<sup>st</sup> Street, Laurel. **Applicant or Applicant Representative must be present at the meeting.**

The Laurel City-County Planning Board makes a recommendation to the City Council. The City Council will review the application at Council Workshop and then make a decision on the Council agenda.



## Laurel Variance Request Application

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This application covers appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

The undersigned owner or agent of the owner of the following described property requests a variance to the Zoning Ordinances of the City of Laurel as outlined by the laws of the State of Montana.

1. Name of property owner: Bitterroot Group, LLC (Darrell Dyer)
2. Name of Applicant if different from above: Darrell Dyer
3. Phone number of Applicant: \_\_\_\_\_
4. Street address and general location: South of 8th St, between Fir Ave and Juniper Ave.
5. Legal description of the property: Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7
6. Current Zoning: R-200. Annexation and PUD requested as well
7. Provide a copy of covenants or deed restrictions on property.

I understand that the filing fee accompanying this application is not refundable, that it pays part of the cost of process, and that the fee does not constitute a payment for a variance. I also understand I or my agent must appear at the hearing of this request before the Planning Board and all of the information presented by me is true and correct to the best of my knowledge.

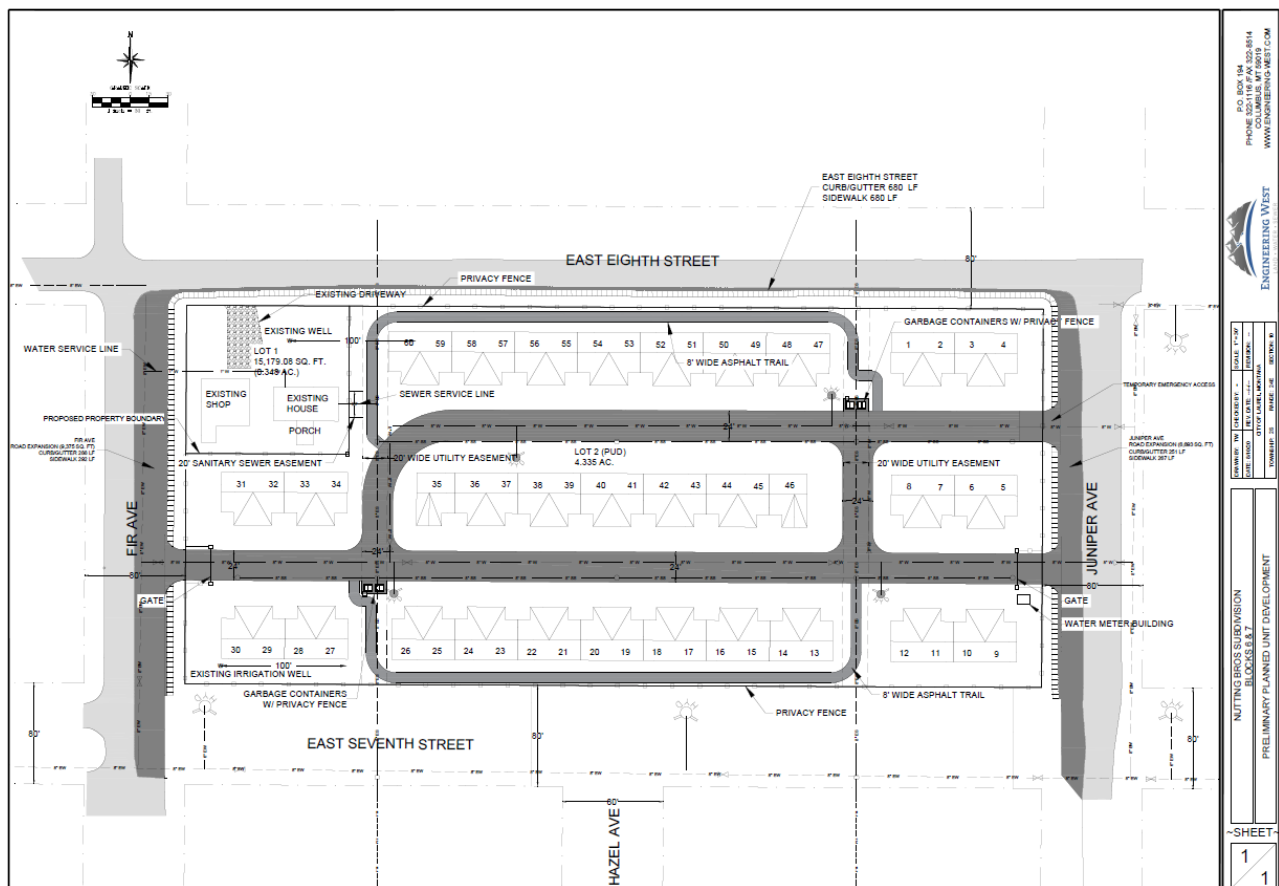
Signature of Applicant: \_\_\_\_\_

Date of Submittal: \_\_\_\_\_

# VARIANCE REQUEST AND JUSTIFICATION

## BITTERROOT GROVE TOWNHOMES PLANNED UNIT DEVELOPMENT DARRELL DYER

### NUTTING BROS. SUBDIVISION BLOCKS 6 & 7, PLUS ABANDONED PORTION OF HAZEL AVE. LAUREL, MONTANA



MARCH 2021



## Summary

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development (Bitterroot Grove Townhomes) in Laurel, MT, on the south side of Eighth Street, between Fir Avenue and Juniper Ave. The development will utilize the Planned Unit Development (PUD) process, as outlined in the Laurel Municipal Code (LMC), Section 17.32.

The property is currently outside of Laurel city limits, and annexation has been requested. The property was split by an undeveloped portion of Hazel Ave, but abandonment has been conditionally approved by Yellowstone County. As a condition of approval for the Hazel Ave. abandonment, the landowner will resurvey the property to aggregate the property, as shown on the site plan.



**Aerial of Site**

## Variance Request

Section 17.32.050(E) of the LMC requires PUDs have a minimum size of five acres. This request is to allow a variance to that requirement, allowing this 4.68-acre site to be reviewed as a PUD. The project area consists of two entire city blocks, plenty of area for a development of this type. The abandonment of Hazel Ave., as previously discussed, provides some more area, but to meet the five acre requirement, the alleys in Blocks 6 and 7 would have to be abandoned, as well as a portion of Seventh Street. There are existing utilities in these alleys and street rights of way, as well as a ditch

easement in the street right of way. It is the desire of the landowner to keep these utility lines intact and operational, not only for existing users but for this development as well. It is understood that the City also prefers to not abandon the alleys or 7<sup>th</sup> St.

### **Justification for Granting of the Variance**

The granting of this variance is necessary to allow this townhome PUD development to move forward under the criteria set forth in the LMC. Allowing this development to be approximately 1/3 of an acre smaller than the required PUD size is an insignificant reduction and allows this land to be developed in a desirable manner.

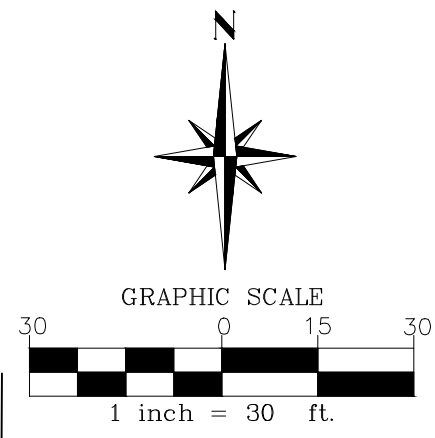
The granting of this variance is special and peculiar to this property and this application. The landowner owns nearly enough property to meet the required size, and additional land acquisition would be undesirable due to the presence of City-owned utilities and streets.

The basis for this variance request is not related to financial gain or loss of the landowner. This request simply allows for the PUD review process to be utilized for this development.

The hardship was not created by the applicant. In fact, the landowner has taken steps, such as the abandonment of Hazel Ave., to come as close as possible to meeting the size requirement.

This granting of this variance would be within the intent and purpose of the LMC, and would allow for an attractive development of the site.

The granting of this variance will not adversely impact or injure others. It is limited to this property, which is completely surrounded by City streets and rights of way. Existing utilities and infrastructure will be utilized and expanded as a result of this development.

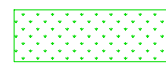


LANDSCAPED LEGEND

CHERRY TREE



LANDSCAPED GRASS



EAST EIGHTH STREET

FIR AVE

JUNIPER AVE

EAST SEVENTH STREET

HAZEL AVE

EXISTING WELL  
LOT 1  
15,179.08 SQ. FT.  
(0.348 AC.)

EXISTING SHOP

EXISTING HOUSE  
PORCH

60 59 58 57 56 55 54 53 52 51 50 49 48 47

1 2 3 4

LOT 2 (PUD)  
4.335 AC.

35 36 37 38 39 40 41 42 43 44 45 46

8 7 6 5

31 32 33 34

30 29 28 27

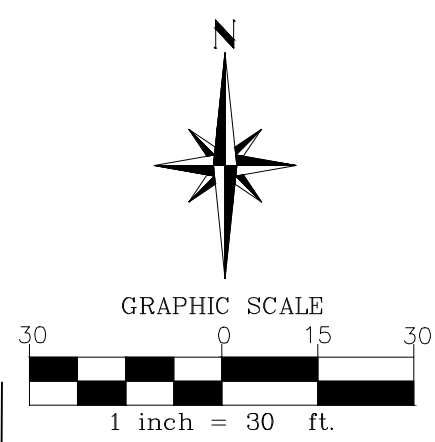
26 25 24 23 22 21 20 19 18 17 16 15 14 13

12 11 10 9

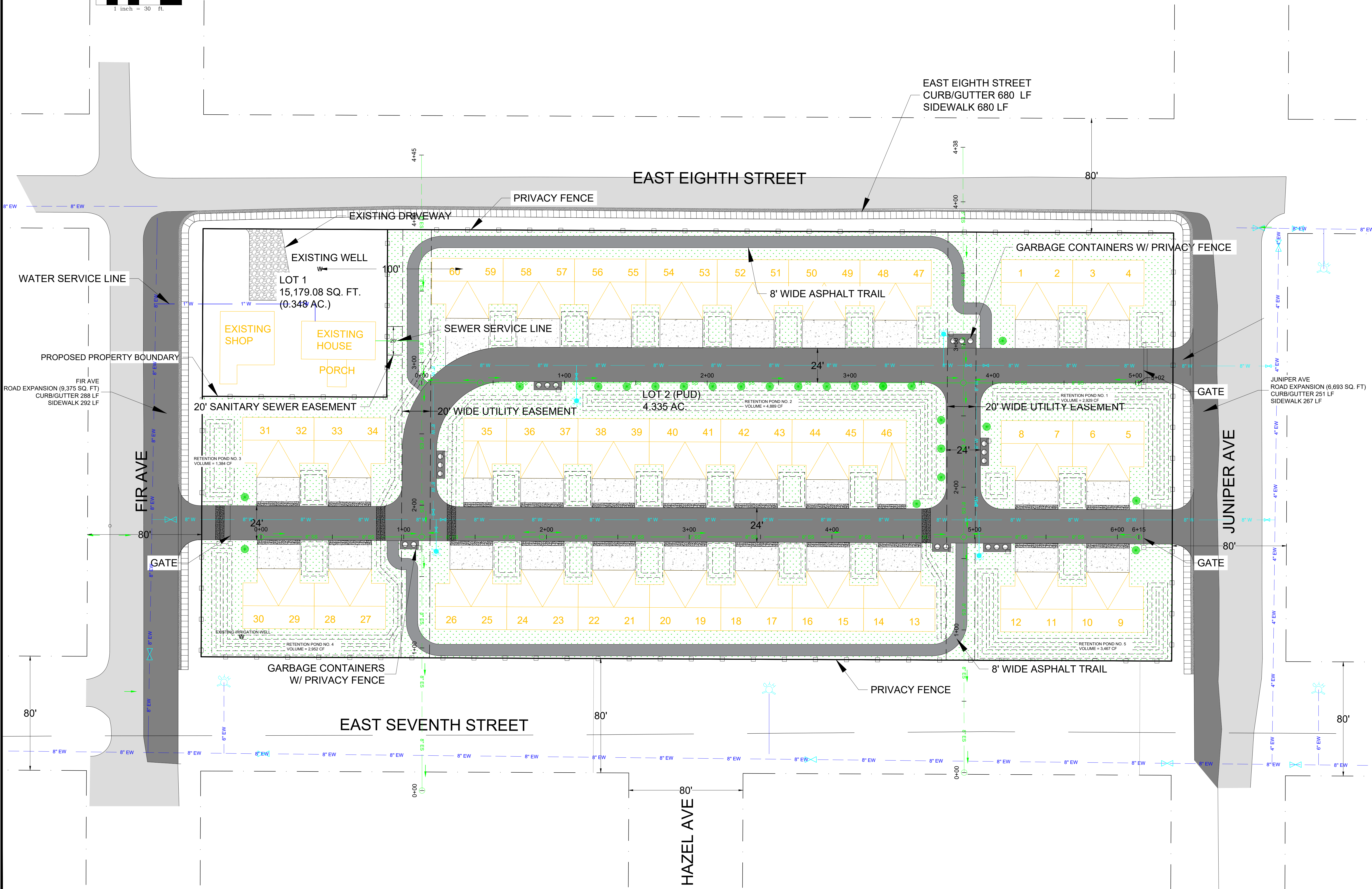
20' WIDE UTILITY EASEMENT

20' WIDE UTILITY EASEMENT





OPEN SPACE (37% OF AREA)  
LANDSCAPED AREA : 1.42 AC. (61,802 SQ. FT)  
PAVED WALKING TRAIL: 0.20 AC. (8,703 SQ. FT)



P.O. BOX 194  
PHONE 322-1116 / FAX 322-8514  
COLUMBUS, MT 59019  
WWW.ENGINEERING-WEST.COM



DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'
DATE: 5/17/21	REV. DATE: --	REVISION: --
CITY OF LAUREL, MONTANA		
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10

BITTERROOT GROVE TOWNHOMES  
PLANNED UNIT DEVELOPMENT



**Return To:**  
 Darrell Dyer  
 112 3rd Ave  
 Laurel, MT 59044

BYLAWS OF BITTERROOT GROVE TOWNHOMES ASSOCIATION  
 A 55 AND OLDER COMMUNITY

**1. APPLICABILITY OF BYLAWS.**

The provisions of these Bylaws are applicable to The BITTERROOT GROVE which has been submitted to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for said TOWNHOMES. BITTERROOT GROVE is located upon the following described real property located in Billings, Yellowstone County,

Montana:

[ NEW PLAT WITH NEW LEGAL TO BE RECORDED AND THAT LEGAL INSERTED  
 HERE LAUREL MONTANA NUTTING BROS SUBDIVISION ]

All present or future owners, tenants, or any other person who might use the facilities of the above-described property in any manner, are subject to the provisions of these Bylaws. The acquisition, rental, or occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with.

**2. MEMBERSHIP, MEETINGS AND VOTING.**

(a) Membership. Each unit owner shall be a member of BITTERROOT GROVE HOME OWNERSHIP ASSOCIATION (HOA), hereinafter called "the Association". However, if the ownership of any unit is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the unit shall be deemed to be one member for the purpose of voting and the determination of any required quorum. Developer shall be deemed the owner of each unit not yet sold, and shall have one vote for each such unit.

(b) Ownership. Ownership shall be determined according to the records of the Clerk and Recorder of Yellowstone County, Montana, except that a personal representative, conservator, or trustee shall be deemed to be the owner of any unit owned or held by him or her in such capacity, whether or not the same shall have been transferred to his or her name by a duly recorded conveyance. Owners shall also include those purchasing units under purchase contracts and who have an equitable interest in the unit as disclosed by the public record in the office of

the Yellowstone County Clerk and Recorder, and in such an event, the equitable owner shall be considered as the only owner of such unit. Tenants shall be deemed to be owners only if the record owner has complied with the provisions of Section 70-23-102(16), MCA.

(c) Voting. The owners of each unit shall be entitled to one vote per unit and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Whenever a unit is owned by two or more persons, any one of such owners may vote in the absence of protest by the other or others. Votes may be cast in person or by proxy.

(d) Proxies. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting.

(e) Annual and Special Meetings. The annual meeting of the Association shall be held on the first \_\_\_\_ of \_\_\_\_ of every year at \_\_\_\_ p.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the unit owners. Notice of all meetings shall be given to each member personally or by mail, telephone, e-mail, or facsimile at least 10 days prior to the day named for such meeting. The presence, in person or by proxy, of owners of a majority of the units at such meetings of the Association shall be required for the transaction of any business by the Association.

The agenda for the annual meeting shall include the following:

- (1) Determination of quorum;
- (2) Approval of minutes of last annual meeting;
- (3) Presentation of financial report for past year and budget for coming year;
- (4) Report Board opinion of adequacy of limits on insurance coverage;
- (5) Election of Directors;
- (6) Appointment of Arbitrator, as provided below;
- (7) Old business, if any; and
- (8) New business.

Meetings shall be conducted in accordance with Roberts Rules of Order.

(f) Arbitrator. At each annual meeting, the owners shall mutually agree upon and appoint one person who is not a member to serve as Arbitrator for the Board and members for the coming year. In the event of a dispute or disagreement between the directors and members or

between two or more members which cannot otherwise be resolved without a lawsuit, except non-payment of assessments, or other monies owed the Association the issue shall be presented to the Arbitrator and the decision of the Arbitrator shall be binding upon the Association, its members, and its Board of Directors. The Arbitrator shall be paid a reasonable amount for the arbitration services. If an Arbitrator is not selected by the members, one or more Arbitrators shall be appointed in the manner provided by the Montana Uniform Arbitration Act, or any successor to that Act. Claims of non-payment of assessments or other monies owed the Association and foreclosure of a lien for unpaid assessments or monies owed the Association are ~ subject to binding arbitration.

(g) Manner of Obtaining Approval of Unit Owners. Approval of all decisions and resolutions of the Association which require the approval of unit owners may be obtained by vote at an annual or special meeting, or by written ballot or petition, circulated among the owners.

### **3. BOARD OF DIRECTORS.**

(a) Number of Directors. The affairs of the Association shall be governed by a Board of Directors composed of three owners. Directors shall be elected by the members, provided, however, that \_\_\_\_\_ shall serve as one of the three elected Directors until all units are sold by the Developer. After sale of all units, the number of Directors may be increased upon affirmative vote of 75% of the members entitled to vote.

(b) Term of Office. Two Directors shall be elected at the first annual meeting of the Association for a one year term. \_\_\_\_\_, shall serve as the remaining Director for a two year term of office. Thereafter, the term of office of each Director shall be for two years, subject to the requirement that \_\_\_\_\_ must be one of these three Directors until sale of all units.

(c) Nomination ~ Election. **Except** as otherwise provided above, candidates for vacant Director positions shall be nominated from the floor at each annual meeting. Each unit owner shall be entitled to one vote for each vacancy in the Board of Directors; cumulative voting shall be permitted. If votes are cast by the owners of a majority of the units, the candidate(s) receiving the greatest number of votes shall serve for the term. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected, or as an alternative, the existing Directors may contact members to determine who is willing to serve as a Director, and deliver a written ballot to all owners for voting. The ballot shall include the names of all owners willing to serve for the term(s) to be filled.

(d) Compensation No compensation shall be paid to Directors for their service as Directors unless salaries for Directors are approved by vote of one owner of each unit. However, Directors shall be reimbursed for actual expenses incurred in the performance of their duties.

(e) Meetings. Regular and special meetings of the Board of Directors may be held at such

times and places as shall be determined by the Directors. Notice of such meetings shall be given by the Secretary to each Director and to the Treasurer and President of the Association, personally or by mail, telephone, facsimile, or e-mail at least three days prior to the day named for such meeting. If notice is given by email, the Association shall maintain a record of all emails sent. A majority of the Directors shall be needed for a quorum and any action by the Board shall require approval of a majority of the Directors present at the meeting. Directors may have telephone meetings so long as all Directors are present or are given the opportunity to be present, and so long as each Director is able to speak to and be heard by the others. Unless otherwise agreed by all Directors, meetings of Directors shall be conducted in accordance with Roberts Rules of Order. In any event, all Directors shall be given an opportunity to briefly speak without repeated interruptions, and formal votes shall be taken and recorded. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board. Owners may attend Board meetings, but their participation in the meetings may be limited to the extent determined by the Directors present at the meeting.

(f) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law, the Declaration, or these Bylaws directed to be exercised by the members. In addition, the Board of Directors shall have the following powers and duties:

- (1) To enforce the provisions of the Declaration of Unit Ownership and these Bylaws by appropriate action.
- (2) To determine the amount of assessments payable by the unit owners for common expenses and to allocate and assess said expenses among unit owners in proportion to their respective interests in the common elements. Assessments shall include reasonable reserve funds. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Association.
- (3) In its discretion, to impose special assessments for approved capital expenses and for emergencies as they are incurred.
- (4) To send written notice of any change in the regular assessments and written notice of any special assessment to each owner at least 30 days before its due date.
- (5) To record and foreclose a lien against any unit for unpaid assessments or other monies owed the Association by an owner or to bring an action at law against the owner personally obligated to pay the same.
- (6) To adopt a schedule of late payment fees, with consent of 75% of the members entitled to vote.
- (7) To issue, or to cause an appropriate officer to issue, upon demand by any person,



a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

- (8) With consent of a majority of the unit owners, to adopt a schedule of fines for violation of the Declaration, these Bylaws, or the duly adopted rules and regulations of the Association.
- (9) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (10) To procure and maintain insurance required or authorized to be purchased by the Association.
- (11) To pay all debts of the Association.
- (12) To grant and accept easements, permits, and licenses on behalf of all unit owners, as necessary for the proper operation of the project.
- (13) To contract for repairs, maintenance, alterations, additions, and improvements which are the obligation of the Association.
- (14) Upon written request from any person, agency or corporation having an interest or prospective interest in a unit, to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding tax year, at the requesting party's expense. The Board shall require that audit expenses be paid in advance of beginning the audit.
- (15) To review and approve or disapprove all requests from unit owners for consent to modify, alter, or add to any limited or general common element, and to remove or replace any unapproved modifications or additions at the expense of the offending unit owner.
- (16) To file annual corporate reports with the Montana Secretary of State and to pay the required fee.
- (17) To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.
- (18) To provide any notices required by these Bylaws or the Declaration of Unit Ownership for the Association.
- (19) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association or to an independent contractor

or agent.

- (20) To engage the services of a paid manager, managing agent or caretaker. If the Board hires a professional management agent, the contract with that agent must permit termination of the contract by either party, without penalty, after 90 day advance notice of termination is given.
- (21) To supervise all officers, agents, and employees of the Association to ensure that they properly perform their duties.

(g) Directors as Agent and Attorney-in-Fact for Unit Owners. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the unit owners of all of the units and for each of them to manage, control, and deal with the interests of such unit owners in the common elements, including the exterior of the building as necessary to permit the Board of Directors to fulfill all of its powers, rights, functions, and duties.

The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each unit owner, each mortgagee, other named insureds, and their beneficiaries, and any other holder of a lien or other interest in the BITTERROOT GROVE TOWNHOMES property in order to:

- (1) Adjust and settle all claims arising under insurance policies purchased by the Board of Directors;
- (2) Execute and deliver releases upon the payment of claims; and
- (3) Act on their behalf in any condemnation proceeding or act of eminent domain.

The mortgagee and guarantor of the mortgage on any unit shall have the right to timely written notice of any condemnation or casualty loss that affects a material portion of the project or the unit securing its mortgage.

(h) Resignation and Removal of Directors. Any Director, except \_\_\_\_\_, may be removed from office by the majority vote of the unit owners. In the event of resignation or removal of a Director, the vacancy shall be filled at a special meeting of the unit owners or by written ballot circulated among the owners in the manner provided for the election of Directors, with the person so elected serving the balance of the unexpired term.

#### 4. OFFICERS.

(a) Board Elects Officers. The Board of Directors shall annually elect a President, a Secretary, and a Treasurer. The Board in its discretion may also elect a Vice-President. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board and may be removed by

the Board, with or without cause. In the event of a vacancy, the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose.

\_\_\_\_\_ shall serve as interim President and Secretary respectively until the first annual meeting of the Association.

(b) Qualifications of Officers. Directors may also serve as officers but are not required to do so. Officers may be Directors, other members of the Association, or persons who are not members, yet must be or represent a property owner within the project.

(c) Duties. The President shall preside at all meetings of the Association and of the Board of Directors, shall supervise the affairs of the Association and its officers, shall have all of the powers and duties usually vested in the office of President and shall also perform such other duties as from time to time may be imposed by the Board of Directors.

(i) The Vice-President, if any, shall act in the place of the President, and shall have such other duties as may be assigned by the Board of Directors.

(ii) The Secretary shall keep all books and records of the Association and the Board of Directors and record all minutes of meetings of both, shall keep a record of all members of the Association, and shall serve all required notices.

(iii) The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. All checks over \$500.00 must be signed by two officers. Officers signing checks must be members of the Association. If the Association hires a manager, some of the duties may be delegated to the manager. However, the manager shall not have the right to sign checks.

(d) Compensation. Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors.

## **5. LIABILITY OF OFFICERS AND DIRECTORS.**

The Officers and Directors of the Association shall not be liable to the Association or any unit owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. Except to the extent that such damages and expenses are satisfied by Officer's and Director's liability insurance, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was an officer or director of the Association against damages and expenses, including attorney fees, judgments, fines and amounts paid in settlement incurred by the person in connection with such action, suit or proceeding, if the officer or director acted in good faith and in a manner the officer or director reasonably believed to be in, or not opposed to, the best interest of the Association. If not satisfied by insurance proceeds, such damages and expenses shall be a common expense.

## **6. INSPECTION OF RECORDS.**

The books, records, and papers of the Association and a copy of the current Declaration of Unit Ownership, Bylaws, Articles of Incorporation, and rules and regulations, if any, for BITTERROOT GROVE TOWNHOMES, shall be open for inspection by any unit owner and by holders, insurers, and guarantors of first mortgages on units at any reasonable time, after reasonable notice to the Secretary.

## **7. EMERGENCY ACCESS.**

Directors and their manager, if any, shall have the right to enter any unit in case of an emergency originating in or threatening such unit whether or not the owner or occupant is present at the time.

## **8. INSURANCE.**

(a) Except as otherwise provided in subsection (k) below, the Board of Directors shall insure all common element improvements, including every part of the building and all fixtures attached or affixed to any part of the building by screws, nails, glue, cement or other building material, against loss or damage by fire and other casualty in an amount representing the full insurable value thereof, less a deductible in an amount to be determined by the Board. Such insurance shall be “all-in” coverage. Works of art or purely decorative items normally not considered to be part of the real estate when A TOWNHOME unit is sold are not fixtures, even though temporarily attached to a wall with nails or screws.

(b) The Board of Directors shall purchase public liability and property damage insurance, insuring the Association and the unit owners for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership, use, or occupancy of the common areas, with policy limits to be determined by the Board, but no less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.

(c) The Board of Directors shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Board employs a management agent, the agent must have its own fidelity insurance policy providing the same coverage required above.

(d) The Board shall purchase Officer’s and Director’s liability insurance covering each member of the Board and each officer of the Association; the amount of coverage shall be determined by the Board.

(e) The cost of all insurance purchased by the Association shall be a part of the common expense.

(f) All insurance policies shall be issued by an “A” rated or better company approved by FNMA; Directors shall seek to obtain the best insurance value, considering the coverage, the



price, the financial stability of the insurer, and the history of the insurer in promptly and properly handling claims.

(g) In the event of a loss exceeding one thousand dollars (\$1,000.00), all Association insurance proceeds shall be paid to the Board of Directors as trustee for disbursement.

(h) Each policy shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any units and shall require the insurer to notify the Association, each unit owner, and each first mortgage holder, in writing, of any lapse, cancellation or substantial change to the policy at least ten days prior to the date on which such cancellation or change takes effect. Duplicate originals of all new insurance policies and of all policy renewals, together with proof of payment of premiums, shall be delivered to all mortgagees and contract sellers of units at least ten days prior to expiration of the current policies. THIS IS A 55 AND OLDER COMMUNITY THE ASSOCIATION MUST APPROVE ALL SALES TO ENSURE THE AGE RESTRICTIONS ARE MAINTAINED AND RENTAL RATIO OF RENTAL UNITS DOES NOT EXCEED 20% OF ALL UNITS IN THE PROJECT.

(i) The Board of Directors shall annually review the adequacy of limits of coverage of insurance policies, shall obtain an appraisal from an insurance company or other knowledgeable person or business of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of property insurance required under this section, and report its findings and opinion regarding insurance to the membership of the Association at its annual meeting

(J) Insurance policies shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured.

(k) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. Insurance purchased by the Association shall not cover personal items, such as furniture or clothing inside the units. Owners must insure their personal property and obtain liability insurance to cover injury or damage occurring within their unit if they wish such insurance coverage. If any major improvements are made to the interior of a unit after initial purchase of the unit, those improvements (betterments) must be insured for fire or other casualty on the owner's personal insurance policy if the owner wishes to have insurance. Insurance on such betterments will not be purchased by the Association. Replacement of worn fixtures or equipment with similar new ones shall not be deemed a betterment.

(l) Insurance payments for a fire or other property loss insured by the Association shall be applied by the trustee to repair or replacement of the damaged property. In the event of loss to one or more but not all units, any amount needed to repair or replace the unit, in excess of insurance payments, shall be paid by the owner of that unit. If insurance proceeds exceed the

replacement cost of the units, excess proceeds shall be credited to the accounts of all unit owners.

(m) The Association shall pay, as a common expense, the deductible amount for any property loss insured by the Association if the damage is only to the common elements. In all other cases, owners of the damaged units shall pay the deductible in proportion to the amount of the loss to each damaged unit reported on the insurance claim.

## **9. PROPERTY LOSS.**

Property damaged by fire or other casualty must be repaired or rebuilt unless there is a total loss of all units, all unit owners agree not to rebuild, and there is agreement not to rebuild by mortgagees that represent at least 51% of the votes of the units that are subject to mortgages. Insurance payments for a property loss insured by the Association shall be applied by the Board, or its designated trustee, to repair or replacement of the damaged property except in the event of a total loss of all units and a decision not to rebuild. Units which are repaired or replaced after casualty shall conform in style, quality, and appearance to the unit as it existed prior to the casualty.

## **10. ASSESSMENTS FOR COMMON EXPENSES.**

(a) When Assessments Begin. The owner of each completed unit shall be obligated to pay monthly and special assessments for common expenses beginning on the 1st day of the month following sale of the first unit by Developer.

(b) Amount. Prior to the annual meeting, the Board of Directors shall prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each monthly assessment for the coming year, shall be delivered to each unit owner at least one week before the annual meeting. Each monthly assessment shall equal the total estimated common expenses for the coming year, plus a reasonable reserve allowance for replacement of improvements, divided by twelve, multiplied by the percent of undivided interest in the common elements for the assessed unit. Assessments shall be due and payable on the first day of each month. If an annual budget is not prepared as required, the monthly assessment due shall be equal to the amount of the monthly assessment for the previous year until changed by the Board of Directors. The regular monthly assessments may be changed by the Board at any time it determines that the change is necessary or advisable. Written notice of the amount of any changed monthly assessment shall be given to each unit owner at least 30 days in advance of the first payment due date for the assessment. Except for changes in the amount of the monthly assessments, no bills or other notices that monthly assessments are due need be given by the Association. Assessments must be based upon and computed by using the percentile interest that each unit owner has in the common elements.

(c) Special Assessments. Special assessments may be made by the Board of Directors for capital improvements only upon an affirmative vote of ALL of the members entitled to vote. The Board may impose special assessments for unanticipated emergency expenses without a vote of the members.

(d) Interest and Late Fees. Assessments paid more than 10 days after the date when due shall bear interest at the rate of ten percent (10.0%) per annum from the date when due until paid; in addition, late paying owners shall be obligated to pay a late fee if a schedule of late payment fees has been adopted by the Board of Directors. All payments upon assessments shall be applied first to late fees, then to interest, and then to the earliest assessment due. In the event that individual units are supplied by association controlled water supply said supply may be shut-off pending payment of any late HOA dues or fees.

(e) Record Keeping. All assessments collected by the Association may be commingled in a single fund from which shall be paid the expenses for which the assessments are made. Separate records of payments received shall be kept for each unit.

(f) No Exemption from Payment. No unit owner is exempt from payment of any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the unit.

(g) Account Balance Transfers with Unit. No unit owner shall be entitled to receive the balance in that owner's assessment account upon sale of the owner's unit. The account balance shall pass with sale of the unit to the credit of the new unit owner. This provision shall not be deemed to prohibit a selling owner from collecting the balance of that owner's assessment account from a purchaser.

(h) Remedies for Failure to Pay. The remedies for failure to pay assessments are set forth in the Declaration of Unit Ownership.

## **10. MAINTENANCE OF UNITS AND COMMON ELEMENTS.**

(a) Unit Owner Responsibilities. Every unit owner shall be responsible for all maintenance of and repairs to the owner's unit, for replacement of broken glass in the unit. Each owner shall be responsible for all damages to the other units adjoining caused or to the common elements resulting from failure to effect such maintenance and repair. Each unit owner shall be responsible for paying all taxes and assessments on his or her unit and for payment for all utilities provided to the unit, unless exempted specifically by the Association, or included in HOA dues. All utility lines and pipes, fixtures, and equipment serving only one unit shall be maintained, replaced, and kept in good repair by the unit owner.

All maintenance and repairs for which an owner is responsible shall be paid for by the owner. In the event an owner or tenant fails or refuses to provide adequate maintenance or repairs, the Association may, after ten day advance written notice to the owner, enter into the owner's unit and make the needed repairs or do the maintenance, and charge the actual cost of such repairs or maintenance to the unit owner. Any such costs shall be a lien on the unit on which repairs were made or maintenance was done, and if unpaid, may be foreclosed in the same manner as a lien for common expenses.

Each owner shall use a reasonably high standard of care in maintaining their individual unit so that BITTERROOT GROVE will reflect a high pride of ownership. The Board of Directors of BITTERROOT GROVE Association shall be the final authority in determining whether an owner is providing adequate maintenance, subject to the city of laurel municipal code.

(b) Association Responsibilities. Except as otherwise provided above, the Association shall be responsible for any maintenance, repair, and replacement of common elements. The Association shall pay landscaping care, for snow removal from the streets and sidewalks, and for paving and striping as needed. The Association may employ personnel necessary for all required maintenance, upkeep, and repair. The Association shall use a reasonably high standard of care in providing such maintenance, management, and repair so that BITTERROOT GROVE will reflect a high pride of ownership.

## **11. RESTRICTIONS OF USE.**

The following restrictions apply to use of all units and common areas:

(a) Types of Uses Allowed. The property shall be used only for residential purposes except that an owner may use a portion of their unit for an office so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant and provided the use complies with the applicable zoning ordinances of the City of Laurel. In addition, Developer shall have the right to maintain a sales office in the project until all units are sold.

(b) Pets. A maximum of one dog (weight limited to 45 pounds) and one cat shall be permitted in each unit only if kept under the owner's control at all times. No pets shall be allowed to run loose in the common areas. Owners shall be responsible for promptly cleaning up after their pets and for payment for any damage caused by their pets. Owners shall keep all pets on their property unless walking with a lease.

Any owner shall pay a fine, imposed by the Board, of \$50.00 for a second violation of any of these pet restrictions and a fine of \$100.00 for each violation thereafter. Such fines shall be a common expense, payable only by the offending unit owner. In addition, the Board may require an owner to permanently remove a pet from Bitterroot Grove property if the Board receives two bona fide complaints that the animal is a nuisance from one or more other owners within a six month period. No reptiles shall be kept in any unit.

(c) Nuisances. No nuisances or unlawful activities shall be allowed on or within any unit or the common areas, nor shall any use or practice be allowed which interferes with the peaceful possession or allowed use of the property by others.

(d) Alterations to Building and Common Elements. Nothing shall be done in, on, or to any unit or in, on or to the limited or general common elements which will impair the structural integrity of the building. Except as otherwise provided herein, no unit owner or occupant shall



erect or place any building or structure on any common area, add or remove landscaping, nor make any other additions or alterations to any common areas except in accordance with plans and specifications approved by the Board of Directors. If plans and specifications have not been approved in writing by the Board within 45 days after submission, they shall be deemed disapproved.

(e) Antennas and Satellite Dishes. No antennas or satellite dishes exceeding 24 inches in diameter or diagonal measurement, and no air-conditioning units, wiring, or any other device shall be installed on the exterior of the building or on common elements without prior written approval of the Board. Owners may install a small satellite dish or antenna not exceeding 24 inches in diameter or diagonal measurement on their terrace or on the roof of the building without prior approval of the BITTERROOT GROVE Board of Directors. The location of the satellite dish must comply with the ordinances of the City of Laurel..

(f) Garbage. All garbage and trash must be placed in the proper receptacles designated for refuse collection, and no garbage or trash shall be placed elsewhere on any common element.

(g) Noise Residents and their guests shall exercise care about making noise which may disturb other residents. No unit owner shall make or permit excessive noise between the hours of 11:00 p.m. and the following 7:00 a.m. if such noise shall disturb or annoy occupants of other units.

(h) Parking. Unit owners shall not park vehicles in such a manner as to block sidewalks or access to the street, or take up more than one parking space with a single vehicle, nor shall they permit any member of their family, guests, or tenants to do so. Junked or non-operational vehicles, boats and trailers, and motorhomes shall not be parked on common areas. Improperly parked vehicles may be removed at the owner's expense.

(i) Blocking Access. Owners shall not take or permit any occupant or guest to take any action which impairs pedestrian access to another unit or vehicle access to the parking area.

(j) Fire Prevention. No unit owner shall perform any act or store anything within a unit or on the common areas which might increase the rate of fire insurance for BITTERROOT GROVE or increase the probability of fire as a result of such act or the storage of such items.

(k) Fines. The Board of Directors is hereby authorized to adopt a schedule of fines for violation of any of the provisions contained in this Section and for violation of any additional rules and regulations adopted by the Board pursuant to Section 13 below, and to assess such fines against all owners who violate these provisions.

The owner of each unit shall be responsible for fines resulting from the conduct of the occupants of the unit and their guests. In the event any owner, any occupant, or a guest of any occupant fails to abide by the provisions of this Section, or the rules and regulations adopted pursuant to Section 13 below, the Board shall be entitled to recover from the unit owner all costs and attorney fees incurred by it in compelling compliance, including collection of fines imposed

for violations, with or without initiating arbitration or filing a lawsuit. If an owner wishes to dispute the imposition of a fine against that owner, the owner must submit the dispute to the Arbitrator within six weeks after receipt of written notice of the fine; failure of an owner to submit the dispute to arbitration within six weeks shall be deemed an admission that the fine was properly imposed by the Board. All fines shall be a lien on the unit of the owner against whom they are imposed, and if unpaid, the lien may be foreclosed in the same manner as a lien for common expenses.

### **13. RULES AND REGULATIONS.**

Administrative rules and regulations concerning the use of the common elements may be promulgated and amended by the Board of Directors with the approval of a majority of the members entitled to vote. A copy of the current rules and regulations shall be provided to each unit owner by the Secretary of the Association, without cost, upon receipt of a request

### **14. WORKING CAPITAL.**

The Developer, as agent of the Board of Directors, shall collect from the initial purchaser of each unit, at the time of closing, an initial capital payment equal to the Buyer's prorata share of insurance for the year plus an amount equal to the amount of the regular monthly assessments for two months. The Developer shall be entitled to retain the Buyer's pro-rata share of insurance for the current premium period if the Developer paid the premium for the unit sold for that period; otherwise, the premium shall be paid to the Association's insurance agent. The remainder of each initial capital payment collected from the buyers shall be delivered to the Board of Directors to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, including initial maintenance, equipment, supplies, organizational costs, furnishings for common areas, other start-up costs, and such other purposes as the Board of Directors may determine. These funds may not be used by the Developer to defray any of its expenses, construction costs, or other financial obligations, and shall NOT be considered to be prepayment of regular monthly assessments.

In addition, at closing, the Developer shall collect from the initial purchaser of each unit the Buyer's pro-rata share of the assessment for that month.

### **15. LIABILITY OF THE ASSOCIATION AND UNIT OWNERS.**

The Association shall not be liable to any unit owner or any occupant of a unit for any failure to provide services paid for as a common expense or for any uninsured injury or damage to person or property caused by the elements or resulting from water, snow, or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance, or equipment into a unit. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. This shall not be deemed to be a waiver of any liability between unit owners. No diminution or abatement of any assessments shall be claimed

or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance, or order or directive of any government authority. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured injury or damage to person or property caused by another unit owner. Any such liability shall be attributed solely to the responsible unit owner. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured personal injuries or uninsured injuries to property occurring on common elements.

#### **16. AMENDMENT.**

(a) Prior to sale and closing of all units, these Bylaws may be amended by the Developer. Each owner, by acceptance of a deed to any TOWNHOME shall be deemed to have approved any such amendment by Developer and to have granted to Developer the power, pursuant to Section 70-15-301, MCA, to make such amendments.

(b) These Bylaws may also be amended by the Association either in a duly constituted meeting called for such purpose or by written petition circulated among the owners. However, no amendment shall take effect without the approval of the Developer until such time as all units have been sold by the Developer. After all units are sold, no amendment shall take effect unless approved by at least 75% of the unit owners entitled to vote and until a copy of the amendment, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. In all cases, however, the Bylaws shall always include those particulars required to be included therein by the Montana Unit Ownership Act.

(c) The consent of at least 51% percent of eligible mortgage holders shall be required for a change in any of the following:

(i) Changes in insurance requirements; and

(ii) Changes in any provisions which expressly benefit mortgage holders, insurers, or guarantors.

#### **17. BYLAWS ARE COVENANTS.**

The provisions of these Bylaws shall be covenants running with the land and shall be binding on all owners, their tenants, and guests for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

#### **18. ENFORCEMENT AND WAIVER.**

These Bylaws may be enforced in the manner set forth in the Declaration of Unit Ownership for THE BITTERROOT GROVE TOWNHOMES, in these Bylaws or as otherwise authorized by Montana law. In the event the Board of Directors shall refuse or neglect to enforce the provisions of these Bylaws, the Declaration of Unit Ownership, or duly adopted rules and regulations, any unit owner shall have the right to do so (SEE PARAGRAPH BELOW). Failure

of the Association, its Board of Directors, or any of its members to enforce the provisions of these Bylaws or the Declaration of Unit Ownership of BITTERROOT TOWNHOME ASSOCIATION or any rules and regulations adopted by the Association shall not be deemed a waiver of the right to do so in the future.

The losing party in any lawsuit or arbitration proceeding brought to enforce these Bylaws or the Declaration or to foreclose a lien described in the Declaration or these Bylaws shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. In the event the services of an attorney are used by the Association or its Board of Directors to enforce these Bylaws without filing a lawsuit or initiating arbitration, the party violating these Bylaws shall be obligated to pay the attorney fees incurred by the Association; the attorney fees shall be a lien on the unit of the violating owner. The lien may be enforced in the same manner as a lien for unpaid assessments for common expenses.

#### **19. DEFINITIONS.**

The terms used herein shall have the definitions set forth in the Declaration of Unit Ownership for BITTERROOT GROVE.

#### **20. HEADINGS.**

The headings used in these Bylaws are for convenience only and shall not be deemed to limit the provisions of these Bylaws.

#### **21. NOTICE.**

Except where otherwise provided in these Bylaws, any written notice required or provided for in these Bylaws or in the Declaration of Unit Ownership for BITTERROOT GROVE shall be hand-delivered or mailed to the last address provided by the owner to the Association. A notice sent by certified mail shall be deemed delivered three days after the date when mailed, whether or not actually received by the owner to whom it was sent.

**IN WITNESS**, the undersigned, being the interim President and Secretary of the Association, have executed this instrument as evidence of the adoption of the aforesaid Bylaws by the Association and hereby certify that the foregoing is a true and correct copy of the Bylaws of the Association.

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

**BITTERROOT GROVE HOMEOWNERS ASSOCIATION**

By:

\_\_\_\_\_, President



By:

\_\_\_\_\_, Secretary-Treasurer

18

STATE OF MONTANA )

ss.

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the President of BITTERROOT GROVE HOMEOWNERS ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

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

(seal) (print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_ 20\_\_  
STATE OF MONTANA )

ss.

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the Secretary-Treasurer of BITTERROOT GROVE HOMEOWNERS ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

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

(seal) (print or type name of notary)  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires \_\_\_\_ 20\_\_



### Bitterroot Townhome PUD: Building Styles

The buildings within the Bitterroot Townhome PUD Development will be similar to the following examples. The development will include a variety of building styles to offer the development a certain amount of “personality” and to avoid the “cookie-cutter” appearance of tract housing.























## YELLOWSTONE COUNTY WEED DISTRICT WEED MANAGEMENT PLAN

Date:

Contact person & Phone number: Darrell Dyer, Bitterroot Group, LLC, (701) 651-5572

Name of project: Bitterroot Grove Townhome PUD

Land Description (Legal & Descriptive): Nutting Bros. Subdivision, Blocks 6 and 7, including  
abandoned portion of Hazel Ave

Number of acres involved: 4.68

Noxious Weed Species found on site if any:

_____	_____
_____	_____
_____	_____

Type of control to be used:

- \_\_\_\_\_ Cultivation- (must include an attached Revegetation plan)
- ☒ Herbicide- (must include what kind, application rate and time & method)
- \_\_\_\_\_ Grazing- (must complete enclosed grazing plan)
- ☒ Hand pulling/Mowing- (please include method of disposal)

Specific control measures: Weeds will be pulled/mowed/sprayed where necessary,  
and when identified with typical residential commercially  
available herbicide.

Weed control to be completed by: ☒ Self \_\_\_\_\_ Commercial Firm  
If a commercial firm is to be used, please give name and address when hired.

Dates weed control will be implemented: May through September

Is there live or open water on the property? If so please outline on your map.

This plan if implemented by said contractor, will be in effect for two years from the date of project completion. The responsibility for weed control will revert back to the landowner after this period.

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

I acknowledge and agree to the foregoing provisions.

Signature \_\_\_\_\_

Name and Address \_\_\_\_\_  
Please print \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Weed Management Approval: (Yes) (No)      Date \_\_\_\_\_

Weed District Representative \_\_\_\_\_

County Weed District Recommendations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach additional information if needed*

## YELLOWSTONE COUNTY WEED DISTRICT REVEGETATION PLAN

Should you decide to use cultivation as a control method on a rangeland, non crop site, or other disturbed sites (reference section 7-22-2152, Montana Code Annotated) please complete the following plan. If you have a revegetation plan already in place, please attach a copy to your Yellowstone County Weed Management Plan.

(a) Please describe the site to be revegetated.

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(b) Outline what method(s) will be used to accomplish revegetation of the disturbed areas (seeding, planting, sod, etc.)

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(c) If applicable list the type and amount of seed/sod to be used for revegetation.

Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres

(d) If applicable list the type and amount of fertilizer to be used:

Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres

(e) Timing of revegetation practices:

Approximate cultivation date(s)

Approximate seeding / sod date(s)

Approximate fertilizer date(s)

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*Attach additional information if needed*

## YELLOWSTONE COUNTY WEED DISTRICT NOXIOUS WEED GRAZING MANAGEMENT PLAN

IS THERE A CURRENT GRAZING SYSTEM USED?  
PLEASE EXPLAIN

NOXIOUS WEED TO BE GRAZED?

TYPE OF ANIMAL TO BE USED?

A.U.M.'S PER ACRE?

TURN IN DATE \_\_\_\_\_ TURN OUT DATE \_\_\_\_\_

SEASON OF GRAZING?

STAGE OF PLANT GROWTH?

WERE ANIMALS HELD IN AN AREA TO LET INFESTED FORAGE PASS BEFORE ANIMALS WERE  
MOVED INTO UNINFESTED AREA?

WILL THIS METHOD BE USED ALONG WITH HERBICIDE CONTROL?

WHAT KIND OF MONITORING OR FOLLOW UP WILL BE DONE TO INSURE THAT GRAZING IS  
WORKING AS A WEED CONTROL MEASURE AND THE LAND IS NOT BEING OVER-GRAZED?

DATE INSPECTED BY WEED DEPT. \_\_\_\_\_

NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Attach additional information if needed*



## Laurel City Planner

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**From:** Ryan Welsh <ryan.welsh@kljeng.com>  
**Sent:** Tuesday, June 8, 2021 4:06 PM  
**To:** Laurel City Planner  
**Cc:** Kurt Markegard; Forrest Sanderson  
**Subject:** RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Nick,

Below are my comments after reviewing the Engineering report.

1. Exhibit on page 5 doesn't call out the specific streets or identify where each of the hydrant locations are.
2. Page 6 Section 1.1.4.a references section 8.2.1. There is no Section 8 in the report.
3. Page 9 Section 2.22 Depth. Sewers are to be extremely shallow. Have pipe supplier provide documentation that pipes can handle the shallow traffic loads without deflecting. This shallow burial may require the deflection testing called out by DEQ.
4. Page 18 Section 2.64. Flow Channel. Manholes in Laurel are required to have a 0.2-ft drop across each manhole.
5. Public utilities in Private roads can be an issue for maintenance. City should require that this be a private system if its going to be in a private street area.
6. Street Section is 3" of AC over 9" of Base. Laurel Street section calls out a minimum of 3" of AC over 10" of base. (Not an issue as long as its private, but could be an issue in the future if they transfer ownership to the City)
7. Water System layout: The Laurel Water System standards (currently in revision) will call for all water lines to be 5' South and/or West of the street centerline.
8. Sewer System layout: The Laurel Wastewater System standards (currently in revision) will call for all wastewater line to be 5' North and/or East of the street centerline.
9. With groundwater expected to be between 3' and 5 below existing ground surface, this should be studied through the irrigation season to verify that detention pond volumes will be useable.

That is the extend of my comments. Please let me know if there are any questions.

Thank you,

Ryan Welsh, PE (MT & WY)



406 245 5499 Office  
406 247 2923 Direct  
406 876 3277 Cell  
2611 Gabel Road  
PO Boxc 80303  
Billings, MT 59108  
kljeng.com

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**From:** Laurel City Planner <naltonaga@laurel.mt.gov>  
**Sent:** Thursday, May 27, 2021 8:14 AM  
**To:** Ryan Welsh <ryan.welsh@kljeng.com>  
**Cc:** Kurt Markegard <kmarkegard@laurel.mt.gov>  
**Subject:** RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Hi Ryan,

I think that timeline is fine. I appreciate the help!

Regards,  
Nick Altonaga, CFM  
City Planner

406.628.4796, Ext. 5302 (office)  
406.628.2241 (fax)  
[naltonaga@laurel.mt.gov](mailto:naltonaga@laurel.mt.gov)

City of Laurel  
PO Box 10  
115 West First St.  
Laurel, MT 59044-0010



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**From:** Ryan Welsh <[ryan.welsh@kljeng.com](mailto:ryan.welsh@kljeng.com)>  
**Sent:** Wednesday, May 26, 2021 3:43 PM  
**To:** Laurel City Planner <[naltonaga@laurel.mt.gov](mailto:naltonaga@laurel.mt.gov)>  
**Cc:** Kurt Markegard <[kmarkegard@laurel.mt.gov](mailto:kmarkegard@laurel.mt.gov)>  
**Subject:** RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Nick,

I will get this take care of and back to you by June 11<sup>th</sup>. Let me know if you need more time than that before the meeting.

Thank you,

Ryan Welsh, PE (MT & WY)



406 245 5499 Office  
406 247 2923 Direct  
406 876 3277 Cell  
2611 Gabel Road  
PO Box 80303  
Billings, MT 59108  
[kljeng.com](http://kljeng.com)

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**From:** Laurel City Planner <[naltonaga@laurel.mt.gov](mailto:naltonaga@laurel.mt.gov)>  
**Sent:** Wednesday, May 26, 2021 3:30 PM  
**To:** Ryan Welsh <[ryan.welsh@kljeng.com](mailto:ryan.welsh@kljeng.com)>

**Cc:** Kurt Markegard <[kmarkegard@laurel.mt.gov](mailto:kmarkegard@laurel.mt.gov)>

**Subject:** Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ryan,

Attached is the Preliminary Engineering report for Water, Sewer, Stormwater, and Roadways for the Bitterroot Townhomes Planned Unit Development (located off of E 8<sup>th</sup> Street). This will be at Planning Board on June 16<sup>th</sup> and City Council afterwards. If possible, please review the report and let me know if there are any concerns about their estimates. I know you're busy so just let me know if it will be a while before you can take a look at it. Thanks for your assistance.

Regards,  
Nick Altonaga, CFM  
City Planner

406.628.4796, Ext. 5302 (office)

406.628.2241 (fax)

[naltonaga@laurel.mt.gov](mailto:naltonaga@laurel.mt.gov)

City of Laurel  
PO Box 10  
115 West First St.  
Laurel, MT 59044-0010



**File Attachments for Item:**

24. Resolution No. R21-51: Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.



## **RESOLUTION NO. R21-51**

### **RESOLUTION OF ANNEXATION AND ZONING FOR NUTTING BROTHERS SUBDIVISION, BLOCK 6, LOTS 1-12 AND BLOCK 7, LOTS 1-12 AND THE ABANDONED PORTION OF HAZEL AVENUE LOCATED BETWEEN BLOCKS 6 AND 7, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, a Planned Unit Development Application was submitted to the City of Laurel by the owner (“Petitioner”) of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for such Development Application and annexation to the City of Laurel with zoning as provided by the Laurel Municipal Code; and

WHEREAS, Petitioner constitutes the owner of the entire property proposed to be annexed, as described below; and

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development Application, including the request for Annexation and request for a variance from the minimum lot size requirement at a duly advertised public hearing that was held on May 19, 2021; and

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed annexation area; and

WHEREAS, based on the evidence and testimony provided at the hearing the Laurel City-County Planning Board approved a motion to recommend a conditional approval of annexation, zoning, and the requested variance to the Laurel City Council; and

WHEREAS, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, and of Petitioner, that the following described territory be annexed to the corporate limits of the City of Laurel, with the zoning changed to R-7500 upon annexation of the property, and conditioned upon the preparation of an Annexation Agreement that contains all the conditions and requirements for the future development being negotiated, executed and approved by the City and the Property Owner; and

WHEREAS, Petitioner’s variance request appears in the City’s best interest since the requested variance a 5.0 acre minimum standard to 4.68 acre minimum is in the best interest of the City since the proposed development will create badly needed housing out of land that is currently in a blighted state; and

WHEREAS, annexation of the property is conditioned on the City Council's approval of the Planned Unit Development Application and the satisfactory completion of all requirements and conditions imposed by the City Council; and

WHEREAS, the annexation and City responsibility for providing service to the property shall become null and void upon the City's denial of the Planned Unit Development Application or the Petitioner's failure to comply with the conditions contained in this resolution and imposed by the City Council's approval resolution.

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

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the application for annexation as additionally described below.
2. The owner of record of the territory annexed to the City of Laurel has executed an application seeking such annexation.
3. The following described territory is hereby annexed to the City of Laurel:

Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned Hazel Avenue, Nutting Brothers Subdivision according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.
4. That upon annexation the zoning designation of the above-described property shall be PUD-1 as provided by City Ordinance.
5. The petitioner's requested variance is hereby approved to allow a 4.68 acre size PUD rather than the standard 5.0 acre size as required by City Ordinance.
6. Petitioner shall provide a signed annexation agreement as a condition of annexation as provided herein.
7. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.
8. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone

County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

9. Annexation of the property is conditioned on the City Council's approval of the Planned Unit Development Application and the satisfactory completion of all requirements and conditions imposed by the City Council with such approval; and
10. Annexation and the City's responsibility for providing service to the property shall become null and void upon the City's denial of the Planned Unit Development Application or the Petitioner's failure to comply with the conditions contained in this resolution and imposed by the City Council's PUD approval resolution.

Introduced at a regular meeting of the City Council on July 13, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 13<sup>th</sup> day of July 2021

APPROVED by the Mayor this 13<sup>th</sup> day of July 2021.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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

**File Attachments for Item:**

25. Resolution No. R21-52: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Rossman Masonry LLC For Repairs To City Hall.



**RESOLUTION NO. R21-52**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH ROSSMAN MASONRY LLC FOR  
REPAIRS TO CITY HALL.**

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

Section 1: Approval. The Independent Contractor Service Contract (“Contract”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City’s behalf.

Introduced at a regular meeting of the City Council on July 13, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 13<sup>th</sup> day of July 2021.

APPROVED by the Mayor this 13<sup>th</sup> day of July 2021.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 13<sup>th</sup> day of July, 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Rossman Masonry, LLC., a contractor licensed to conduct business in the State of Montana, whose address is 2106 Patricia Lane, Billings, Montana 59102, hereinafter referred to as "Contractor".

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated February 28, 2021, attached hereto as Exhibit "A" and by this reference made part of this contract.

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

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

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor thirteen thousand dollars and no cents (\$13,000.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY'S RESPONSIBILITIES**

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

### **SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION FIVE INDEMNITY AND INSURANCE**

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

## **SECTION SIX COMPLIANCE WITH LAWS**

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

## **SECTION SEVEN NONDISCRIMINATION**

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

## **SECTION EIGHT DEFAULT**

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

## **SECTION NINE TERMINATION**

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



**SECTION TEN**  
**GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN**  
**ATTORNEY FEES**

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

**SECTION TWELVE**  
**ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH**  
**ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN**  
**SEVERABILITY**

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

**SECTION FIFTEEN**  
**PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 13<sup>th</sup> DAY OF JULY 2021.

CITY OF LAUREL

CONTRACTOR

---

Thomas C. Nelson, Mayor

---

Rossman Masonry, LLC.

ATTEST:

Employer Identification Number

---

Bethany Langve, Clerk/Treasurer

---



## Rossman Masonry, LLC

2106 Patricia Lane | Billings, Montana 59102  
406-272-9200 | rossmanmasonry@gmail.com | www.rossmanmasonry.com

### RECIPIENT:

#### Kurt Markegard

115 West 1st Street  
Laurel, Montana 59044

### Estimate #13

Sent on Feb 28, 2021

**Total \$6,000.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Brick Wainscot	Brick Wainscot on South side of Laurel City Hall. Brick to be best match for existing brickwork. The brick is to be laid up to the bottom of the windows with a rowlock sill at the top. Angle Iron will be bolted to the foundation to bear the weight. Flashing and weeps will also be used based on this specific application. All material and labor is included.	1	\$6,000.00	\$6,000.00*

\* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Jobs are scheduled at the time of the accepted estimate.

**Total** **\$6,000.00**



## Rossman Masonry, LLC

2106 Patricia Lane | Billings, Montana 59102  
406-272-9200 | rossmanmasonry@gmail.com | www.rossmanmasonry.com

### RECIPIENT:

#### Kurt Markegard

115 West 1st Street  
Laurel, Montana 59044

### Estimate #14

Sent on Feb 28, 2021

**Total \$5,500.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Brick Wainscot	Brick Wainscot on West side of Laurel City Hall. Brick to be best match for existing brickwork. The brick is to be laid up to the bottom of the windows with a rowlock sill at the top. Angle Iron will be bolted to the foundation to bear the weight. Flashing and weeps will also be used based on this specific application. All material and labor is included.	1	\$5,500.00	\$5,500.00*

**Total \$5,500.00**

\* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Jobs are scheduled at the time of the accepted estimate.





## Rossman Masonry, LLC

2106 Patricia Lane | Billings, Montana 59102  
406-272-9200 | rossmanmasonry@gmail.com | www.rossmanmasonry.com

### RECIPIENT:

#### Kurt Markegard

115 West 1st Street  
Laurel, Montana 59044

### Estimate #15

Sent on Feb 28, 2021

**Total \$1,500.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Brick Infill	Fill below windows on South side of building where current framing is on the east end of the building. Brick is to be the closest match to existing. Angle Iron, flashing and weeps will be used and provided by Rossman Masonry. All labor and material will be included.	1	\$1,500.00	\$1,500.00*

**Total \$1,500.00**

\* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Jobs are scheduled at the time of the accepted estimate.

**File Attachments for Item:**

26. Resolution No. R21-53: A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Ace Electric, Inc. For Electrical Work At The City's Sewer Plant.

**RESOLUTION NO. R21-53**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH ACE ELECTRIC, INC. FOR ELECTRICAL WORK AT  
THE CITY'S SEWER PLANT.**

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

Section 1: Approval. The Independent Contractor Service Contract ("Contract") recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City's behalf.

Introduced at a regular meeting of the City Council on July 13, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 13<sup>th</sup> day of July 2021.

APPROVED by the Mayor this 13<sup>th</sup> day of July 2021.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 21<sup>st</sup> day of June, 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Ace Electric, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 808 West Main Street (P.O. Box 520), Laurel, Montana 59044, hereinafter referred to as "Contractor".

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated June 17, 2021, attached hereto as Exhibit "A" and by this reference made part of this contract.

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

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

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor six thousand one hundred twenty dollars and no cents (\$6,120.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY'S RESPONSIBILITIES**

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

### **SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES**

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



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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION FIVE INDEMNITY AND INSURANCE**

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

## **SECTION SIX COMPLIANCE WITH LAWS**

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

## **SECTION SEVEN NONDISCRIMINATION**

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

## **SECTION EIGHT DEFAULT**

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

## **SECTION NINE TERMINATION**

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

**SECTION TEN**  
**GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN**  
**ATTORNEY FEES**

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

**SECTION TWELVE**  
**ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH**  
**ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN**  
**SEVERABILITY**

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

**SECTION FIFTEEN**  
**PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 13<sup>th</sup> DAY OF JULY 2021.

CITY OF LAUREL

CONTRACTOR

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

\_\_\_\_\_  
Ace Electric, Inc.

ATTEST:

Employer Identification Number

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

\_\_\_\_\_



**To: Laurel Sewer Plant**  
**Attention: Thomas**  
**Reference: Lighting**  
**Date 6/23/2021**  
**Proposal#: 5397**

**TOTAL PROPOSED PRICE:\$**

1. THIS PROPOSAL IS FIRM FOR 30 DAYS
2. INSTALLATION IS GUARANTEED FOR ONE YEAR

Add LED wall pack on Headwork Building \$800.00

Labor \$600.00 Fixture \$200.00

Install owner supplied pole with 2 LED Flood light by SBR basins, Screw-in foundation, trenching  
\$3400.00

Labor 2400.00 fixtures 1000.00

If concrete base is required add \$820.00

Pull 16-20S to SBR using exiting conduit use spare existing wire for 120v circuit \$ 1100.00

Ace Electric Dwight Fischer

406-628-8886

PO Box 520, 808 West Main Street

Laurel, MT 59044

**File Attachments for Item:**

27. Resolution No. R21-54: A Resolution Of The City Council Selecting COP Construction, LLC as The Successful Bidder For The City's Purchase Of A Screw Pump For The City's Waste Water Treatment Plant.

## RESOLUTION NO. R21-54

### **A RESOLUTION OF THE CITY COUNCIL SELECTING COP CONSTRUCTION, LLC AS THE SUCCESSFUL BIDDER FOR THE CITY'S PURCHASE OF A SCREW PUMP FOR THE CITY'S WASTE WATER TREATMENT PLANT.**

WHEREAS, the City of Laurel planned to purchase new equipment, specifically a screw pump for use at the City's Wastewater Treatment Plant, and such purchase was publicly advertised for competitive bids from interested and qualified bidders; and

WHEREAS, City Staff reviewed and considered the bids received and recommends the City Council award the bid to the qualified and responsive bid that appears to be in the City's best interest; and

WHEREAS, COP Construction, LLC submitted a bid of \$169,961.00 for the screw pump that meets the City's specifications. City Staff determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the bid to COP Construction LLC for its bid price of \$169,961.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution for the equipment purchase.

Introduced at a regular meeting of the City Council on July 13, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 13<sup>th</sup> day of July 2021

APPROVED by the Mayor this 13<sup>th</sup> day of July 2021.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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



July 2, 2021

Kurt Markegard  
City of Laurel  
115 W. 1st Street  
Laurel, MT 59044

Re: Wastewater Treatment Plant Screw Pump B Replacement – Recommendation of Award

Dear Kurt:

Bids for the Wastewater Treatment Plant Screw Pump B Replacement project were received July 1, 2021. Two bids were opened and read aloud, with bid amounts being \$169,961.00 and \$173,000.00. The bids were checked for mathematical accuracy and no discrepancies were found. All bidders were on the prequalification list.

The lowest bidder is Cop Construction LLC. We recommend the contract be awarded to Cop Construction LLC for the amount of \$169,961.00. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Cop Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact Doug Whitney at (406) 861-7853.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Matt Smith', written over a horizontal line.

Matt Smith, PE  
Project Engineer

Enclosure(s): Notice of Award  
Certified Bid Tabulation

Project #: 2004-01359  
cc: File



# Notice of Award

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

Project: Wastewater Treatment Plant Screw Pump B Replacement

Owner: City of Laurel

Owner's Contract No.: N/A

Contract: Base Bid

Engineer's Project No.:

Bidder: COP Construction LLC

Bidder's Address: 242 S. 64<sup>th</sup> Street West

Billings, MT 59106

You are notified that your Bid dated July 1, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Wastewater Treatment Plant Screw Pump B Replacement.

The Contract Price of your Contract is One Hundred Sixty-Nine Thousand Nine Hundred Sixty-One, and Zero Cents (\$169,961.00).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

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

Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

# TABULATION OF BIDS

Wastewater Treatment Plant Screw Pump B Replacement

CITY OF LAUREL, MONTANA

July 2, 2021



	COP Construction LLC	Star Service, Inc.
	Total Price	Total Price
Base Bid Lump Sum Price	\$ 169,961.00	\$ 173,000.00
Total of Base Bid	\$ 169,961.00	\$ 173,000.00

This represents a true tabulation of bids opened and read on July 1, 2021.



Matt Smith, PE

Project Manager

Date: July 2, 2021

**File Attachments for Item:**

28. Resolution No. R21-55: A Resolution Of The City Council Selecting Osseo Construction Co., LLC As The Successful Bidder For The City's Water Tank Recoat Project.

## **RESOLUTION NO. R21-55**

### **A RESOLUTION OF THE CITY COUNCIL SELECTING OSSEO CONSTRUCTION CO., LLC AS THE SUCCESSFUL BIDDER FOR THE CITY'S WATER TANK RECOAT PROJECT.**

WHEREAS, the City of Laurel planned to recoat its water tank as part of its routine maintenance, and such project was publicly advertised for competitive bids from interested and qualified bidders; and

WHEREAS, City Staff reviewed and considered the bids received and recommends the City Council award the bid to the qualified and responsive bid that appears to be in the City's best interest; and

WHEREAS, Osseo Construction Co. LLC submitted a bid of \$162,460.00 to complete the project on the City's behalf. City Staff determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the bid to Osseo Construction Co., LLC for its bid price of \$162,460.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution for completion of the project.

Introduced at a regular meeting of the City Council on July 13, 2021, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this 13<sup>th</sup> day of July 2021

APPROVED by the Mayor this 13<sup>th</sup> day of July 2021.

CITY OF LAUREL

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

ATTEST:

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

Approved as to form:

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





July 2, 2021

Kurt Markegard  
City of Laurel  
115 W. 1st Street  
Laurel, MT 59044

Re: Laurel Water Storage Tank Roof Recoat – Recommendation of Award

Dear Kurt:

Bids for the Laurel Water Storage Tank Roof Recoat project were received July 1, 2021. Four bids were opened and read aloud, with bid amounts being \$162,460.00, \$186,200.00, \$274,790.00 and \$296,000.00. The bids were checked for mathematical accuracy and no discrepancies were found. One irregularity with the Bid Opening was that Osseo Constructions Co. LLC bid was misplaced until July 2, 2021 when it was opened and read. FedEx tracking information showed that the bid arrived at the City of Laurel on June 29, 2021 at 1:47 pm, which makes it a valid bid. All bidders were on the prequalification's list.

The lowest bidder is Osseo construction Co. LLC. We recommend the contract be awarded to Osseo construction Co. LLC for the amount of \$162,460.00. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Cop Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact Doug Whitney at (406) 861-7853 or [doug.whitney@kljeng.com](mailto:doug.whitney@kljeng.com).

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Matt Smith', with a long horizontal line extending to the right.

Matt Smith, PE  
Area Manager

Enclosure(s): Notice of Award  
Certified Bid Tabulation

Project #: 1904-01843  
cc: File

# Notice of Award

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

Project: Laurel Water Storage Tank Roof Recoat

Owner: City of Laurel

Owner's Contract No.: N/A

Contract: Base Bid

Engineer's Project No.:

Bidder: The Osseo Construction Co. LLC

Bidder's Address: 14248 10<sup>th</sup> St.

Osseco, WI 54758

You are notified that your Bid dated June 28, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Laurel Water Storage Tank Roof Recoat.

The Contract Price of your Contract is One Hundred Sixty-two Thousand Four Hundred Sixty dollars and Zero Cents (\$162,460.00).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

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

Authorized Signature

\_\_\_\_\_  
Title

Copy to Engineer

# TABULATION OF BIDS

Laurel Water Storage Tank Roof Recoat

CITY OF LAUREL, MONTANA

July 2, 2021



	Farr Construction Corporation	Thomas Industrial Coatings		TMI Coating, Inc		Osseo Construction Co. LLC	
	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Base Bid Lump Sum Price	\$ 186,200.00	\$ 274,790.00	\$ 296,000.00	\$ 162,460.00			
Total of Base Bid	\$ 186,200.00	\$ 274,790.00	\$ 296,000.00	\$ 162,460.00			

This represents a true tabulation of bids opened and read on July 1, 2021 and July 2, 2021

Matt Smith, PE

Area Manager

Date: July 2, 2021