



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, JUNE 03, 2025  
6:30 PM  
COUNCIL CHAMBERS**

**Public Input:** *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

*Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.*

## **General Items**

### **Executive Review**

- 1. Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 5.
- 2. Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Yellowstone Boys And Girls Ranch.
- 3. Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Services Area.
- 4. Planning:** Resolution - Resolution Of Intent To Extend The City Boundaries Of The City Of Laurel By Annexing A Parcel Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.

## **Council Issues**

## **Other Items**

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

### **Announcements**

*The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.*

**File Attachments for Item:**

**1. Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 5.

**RESOLUTION NO. R25-\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR  
THE RURAL FIRE DISTRICT 5.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Rural Fire District 5 (“Fire District 5”), by and between the City of Laurel (hereinafter “the City”) and Fire District 5, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with Fire District 5 on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel on the \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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



# LAUREL FIRE

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

March 27, 2025

**Fire District: 5**  
**Attn: Mr. John Rutt**

Dear Mr. Rutt,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire service contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer you a contract for 2025-26. This year, we are pleased to maintain and provide our highly effective fire services to you at 0% increase, thereby maintaining the annual payment at the current level.

The proposed payment would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2025-26	\$21,127.96	x	0	\$0.00	+	\$21,127.96	=	\$21,127.96

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by April 30, 2025:

Brittney Harakal  
Council Administrative Assistant, P O Box 10  
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts be finalized and ready, to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Thank you for your support. If there is anything we can do to help support Fire District 5, please don't hesitate to call us. Feel free to contact me with any questions or concerns.

J W Hopper  
Fire Chief, Laurel Fire Department  
[jwhopper@laurel.mt.gov](mailto:jwhopper@laurel.mt.gov)  
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES  
FOR  
THE RURAL FIRE DISTRICT 5**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Rural Fire District 5 (hereinafter “the Fire District”).

**W I T N E S S E T H**

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within the Fire District at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is the Fire District boundary description and map;

WHEREAS, the Fire District desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the Fire District at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City:

- a. fire protection and suppression;
- b. fire prevention; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Fire District, at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the Fire District and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the Fire District.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

The Fire District agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the Fire District as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Fire District will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the Fire District.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of the Fire District.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$21,127.96.

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to the Fire District, which will include the number and type of incidents responded to within the Fire District by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

## 8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

FIRE DISTRICT

Dave Waggoner, Mayor

By

DF2nd Sectreas

ATTEST:

Kelly Strecker, Clerk-Treasurer





**File Attachments for Item:**

**2. Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Yellowstone Boys And Girls Ranch.

**RESOLUTION NO. R25-\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR  
THE YELLOWSTONE BOYS AND GIRLS RANCH.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Yellowstone Boys and Girls Ranch (hereinafter “YBGR”), by and between the City of Laurel (hereinafter “the City”) and YBGR, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with YBRG on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel on the \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_

Michele L. Braukmann, Civil City Attorney



# LAUREL FIRE

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

March 27, 2025

## Fire District: Yellowstone Boys & Girls Ranch

Dear Yellowstone Boys & Girls Ranch Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire service contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer you a contract for 2025-26. This year, we are pleased to maintain and provide our highly effective fire services to you at 0% increase, thereby maintaining the annual payment at the current level.

The proposed payment would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2025-2026	\$13,640.94	x	0	\$0.00	+	\$13,640.94	=	\$13,640.94

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by April 30, 2025:

Brittney Harakal  
Council Administrative Assistant, P O Box 10  
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts be finalized and ready, to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Thank you for your support. If there is anything we can do to help support the Fire District of the Yellowstone Boys & Girls Ranch, please don't hesitate to call us. Feel free to contact me with any questions or concerns.

J W Hopper  
Fire Chief, Laurel Fire Department  
[jwhopper@laurel.mt.gov](mailto:jwhopper@laurel.mt.gov)  
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES  
FOR  
THE YELLOWSTONE BOYS AND GIRLS RANCH**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Yellowstone Boys and Girls Ranch (hereinafter “YBGR”).

**W I T N E S S E T H**

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within YBGR at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is YBGR’s boundary description and map;

WHEREAS, YBGR desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within YBGR at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City:

- a. fire protection and suppression;
- b. fire prevention; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within YBGR, at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in YBGR and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of YBGR.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

YBGR agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of YBGR as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of YBGR will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of YBGR.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted and signed by both the City's Mayor and an authorized official/agent of YBGR.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$13,640.94

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to YBGR, which will include the number and type of incidents responded to within YBGR by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

YELLOWSTONE BOYS AND GIRLS RANCH

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

By



31

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

EMERGENCY  
RD DEWIT

ELDER GROVE LN

# Yellowstone Boys and Girls Ranch

POWDERITE LN  
SULLIVAN LN  
2ND ST S  
KRAFT LN  
CENTER ST

Tax ID:  
C15678

Tax ID:  
D00195

Tax ID:  
D00196

RAIN LILY DR

DONNY DR

S 68TH ST W

LACKMAN LN

HESPER RD

TOWER WAY  
RESPECT LN

Tax ID:  
D00704

Tax ID:  
D00703

GRAPHITE DR

TITANIUM DR

PLATINUM DR

INTEGRITY LN  
LEARNING LN  
EXCELLENCE LN  
RELATIONSHIP LN  
RAY OF HOPE LN  
YBGR LN  
STEADFAST LN  
S 72ND ST W

Tax ID:  
D00232

POWDERITE LN

BIRDIE LN

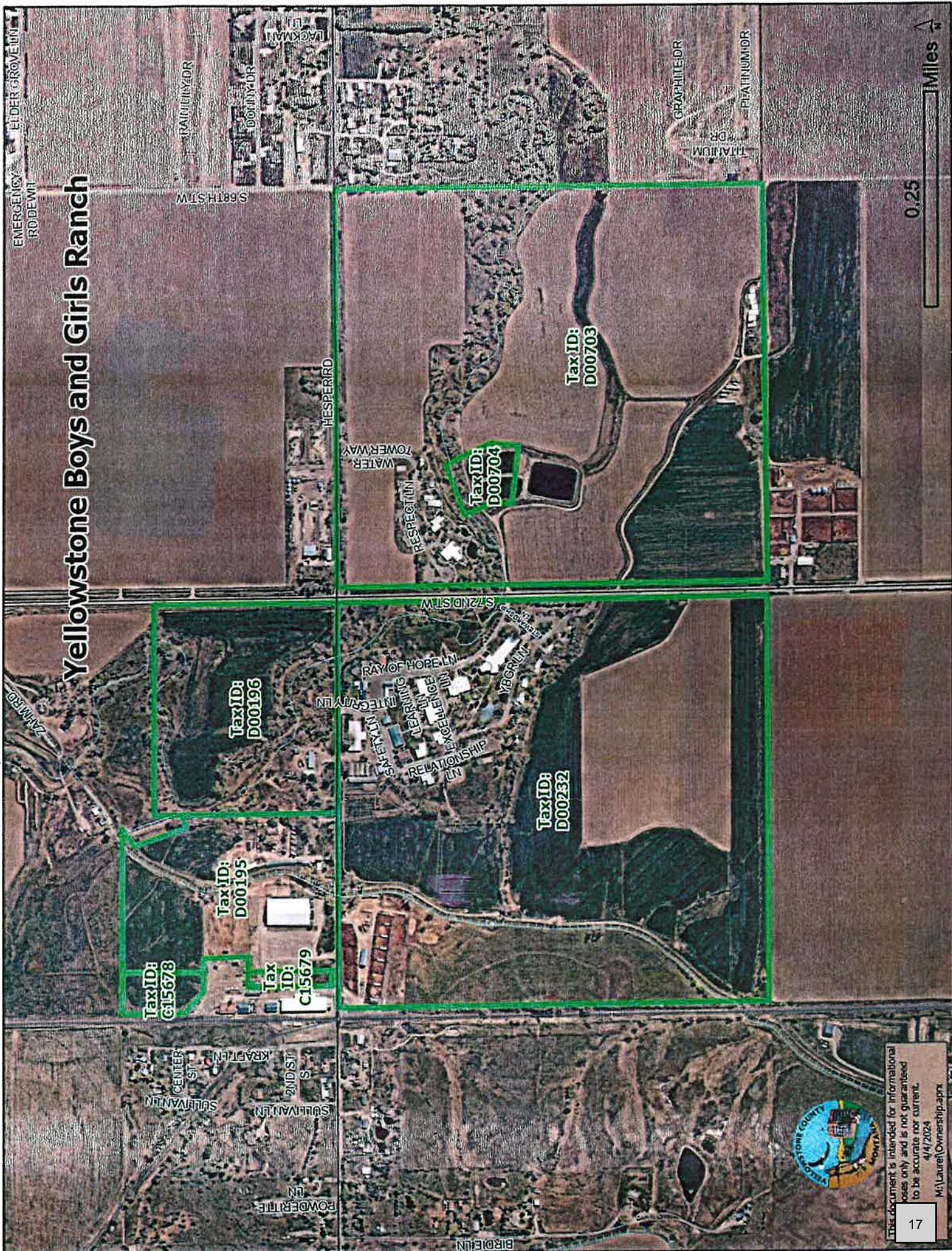


This document is intended for informational  
uses only and is not guaranteed  
to be accurate nor current.  
4/4/2024  
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Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,  
Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



# Yellowstone Boys and Girls Ranch



This document is intended for informational purposes only and is not guaranteed to be accurate nor current.  
 4/4/2024  
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**File Attachments for Item:**

**3. Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Services Area.

**RESOLUTION NO. R25-\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR  
THE LAUREL URBAN FIRE SERVICES AREA.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Laurel Urban Fire Services Area (“LUFSA”), by and between the City of Laurel (hereinafter “the City”) and LUFSA, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with LUFSA on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel on the \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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



# LAUREL FIRE

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

March 27, 2025

**Fire District: Laurel Urban Fire Service Area (LUFSA)**  
**Attn: Mr. Mark Caron**

Dear Mr. Caron,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire service contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer you a contract for 2025-26. This year, we are pleased to maintain and provide our highly effective fire services to you at 0% increase, thereby maintaining the annual payment at the current level.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2025-26	\$113,006.59	x	0	\$0.00	+	\$113,006.59	=	\$113,006.59

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by April 30, 2025:

Brittney Harakal  
Council Administrative Assistant, P O Box 10  
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts be finalized and ready, to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Thank you for your support. If there is anything we can do to help support the Laurel Urban Fire Service Area, please don't hesitate to call us. Feel free to contact me with any questions or concerns.

J W Hopper  
Fire Chief, Laurel Fire Department  
[jwhopper@laurel.mt.gov](mailto:jwhopper@laurel.mt.gov)  
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES  
FOR  
THE LAUREL URBAN FIRE SERVICE AREA (LUFSA)**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Laurel Urban Fire Service Area (hereinafter “the LUFSA”).

**W I T N E S S E T H**

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map;

WHEREAS, the LUFSA desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the LUFSA at the same level as such services are provided to properties and residents within the limits of the City:

- a. fire protection and suppression;
- b. fire prevention; and
- c. fire investigations.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the LUFSA and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the LUFSA.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized LUFSA and be independently responsible for determining the cause, origin, and circumstances of the same.

The LUFSA agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the LUFSA.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of LUFSA.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$113,006.59.

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to LUFSA, which will include the number and type of incidents responded to within the LUFSA by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other

party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

LUFSA

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

By Mark Caon (Trustee)

ATTEST:

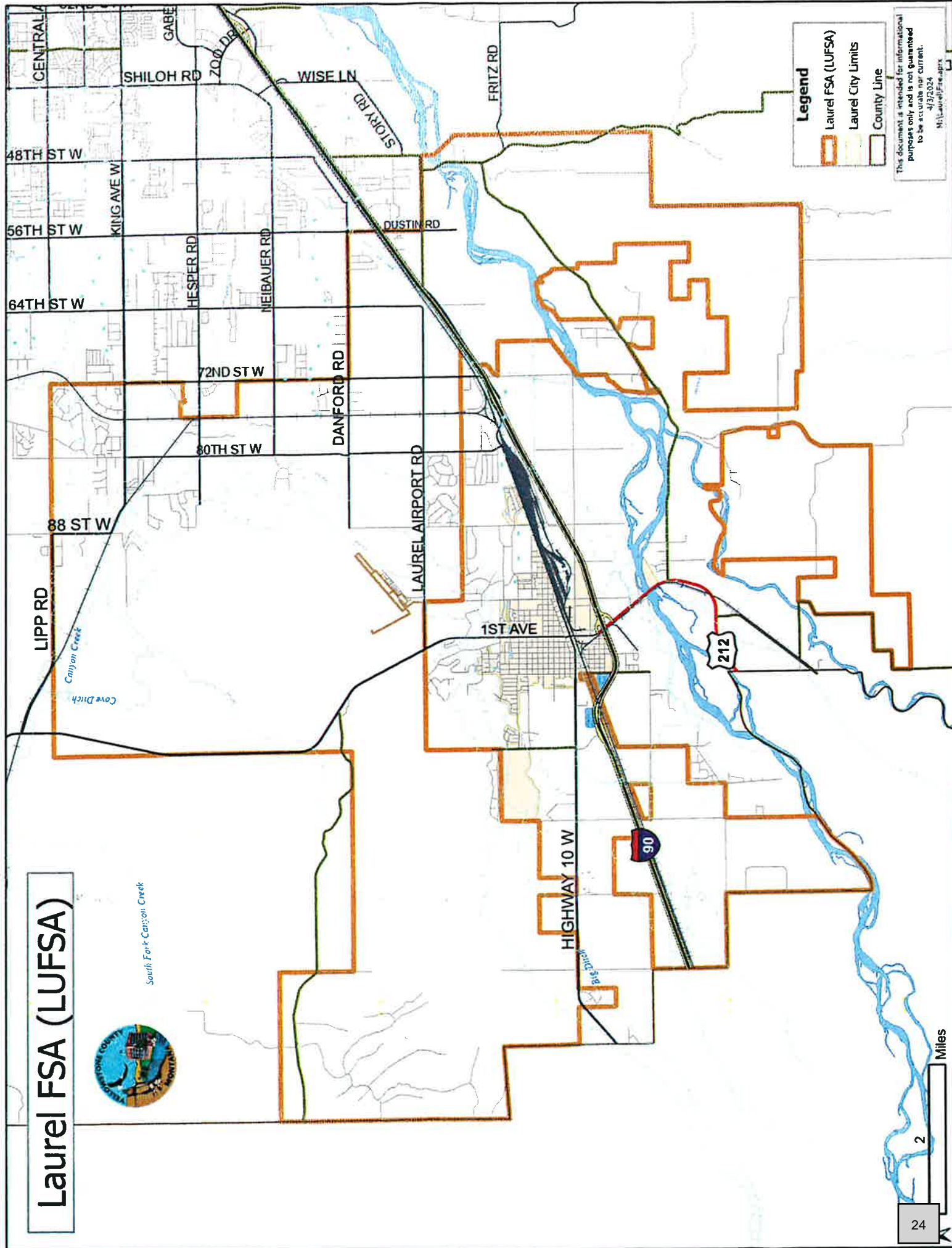
\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer



# Laurel FSA (LUFSA)



South Fork Canyon Creek



This document is intended for informational purposes only and is not guaranteed to be accurate nor current.  
4/12/2024  
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**File Attachments for Item:**

**4. Planning:** Resolution - Resolution Of Intent To Extend The City Boundaries Of The City Of Laurel By Annexing A Parcel Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.

**RESOLUTION NO. R25-\_\_\_\_\_**

**RESOLUTION OF INTENT TO EXTEND THE CITY BOUNDARIES OF THE CITY OF LAUREL BY ANNEXING A PARCEL OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL OF THE ADJACENT AND ADJOINING RIGHTS-OF-WAY OF THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA, AND AMENDING PREVIOUS RESOLUTIONS NOS. R12-79 AND R12-90.**

WHEREAS, pursuant to Resolution Nos. R12-79 and R12-90, the City previously noticed its intent to annex City Park Land, commonly known and referred to as the Jake and Lois Bernhardt Parkway and described by the attachment attached hereto, that is contiguous to the City limits as defined by Montana law at Mont. Code Ann. § 7-2-4401;

WHEREAS, the City Council adopted a Resolution of Intent at a regular meeting of the City Council on September 18, 2012, and the City Clerk provided notice to the public, and for a period of twenty (20) days after said publication, the City Clerk accepted written comments from registered voters in the area approving or disapproving the proposed annexation;

WHEREAS, a public hearing was held on October 16, 2012, and no objections to annexation were heard;

WHEREAS, the annexation was approved by the City Council on November 6, 2012;

WHEREAS, the approval of such annexation contained the incorrect legal description for the property to be annexed;

WHEREAS, in order to correct the error in the legal description, the Mayor of the City of Laurel has recommended that the City Council be presented with accurate annexation Resolutions, to properly annex the property according to its correct legal description;

WHEREAS, the Mayor of the City of Laurel has specifically authorized the annexation of Block 14 Lots 1, 2, 3, 4, 5, 6 of Laurmac Subdivision Amended, city-owned lands adjacent to the City of Laurel, along with the adjacent rights-of-way, to become part of the jurisdiction of the City of Laurel, Montana;

WHEREAS, the Mayor of the City of Laurel has also specifically authorized that the ownership of these lots be recorded with the Clerk and Recorder of Yellowstone County as Documents Nos. 3628830 and 3628831 (Copies of the Recorded Quitclaim Deeds are attached hereto);

WHEREAS, the following historical information is relevant to this annexation and hereby incorporated herein:

1. Pursuant to MCA §7-2-4403, the Mayor of the City of Laurel petitioned the City Council, by letter dated September 11, 2012, to annex the City owned park land that is legally described as attached hereto;
2. The parcel is commonly known and referred to as the Jake and Lois Bernhardt Parkway and is owned entirely by the City of Laurel and as shown on the attached map, the parcel is adjacent to West 12<sup>th</sup> Street and contiguous to the City limits as defined by Montana Law at Mont. Code Ann. § 7-2-4401;
3. In order to annex the property, pursuant to Mont. Code Ann. § 7-2-4402 et. seq., the City Council must first adopt a Resolution of Intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel, in addition to advertising and conducting a public hearing on the proposed annexation;
4. Montana law also requires municipalities include the full width of any public rights-of-way adjacent to the property being annexed; therefore, pursuant to Mont. Code Ann. § 7-2-4211, the City has included the full width of the adjacent public rights-of-way including but not limited to the currently non-annexed portion of West 12<sup>th</sup> Street within the annexation boundary; and
5. The City Council acknowledges that upon annexation of the property and public rights-of-way, the City must provide services for the annexed property as required by Mont. Code Ann. §7-2-4409.

NOW, THEREFORE, BE IT RESOLVED pursuant to Mont. Code Ann. § 7-2-4404, the City Council of the City of Laurel, Montana, hereby adopts the Resolution of Intent providing notice to the citizens of Laurel and nearby property owners that the City Council intends to annex the governmental property contiguous to the City of Laurel described in the attached Exhibit and consistent with the previous Resolutions already approved by City Council;

BE IT FURTHER RESOLVED, the proposed annexation is further reflected and shown on Exhibit A, attached hereto and hereby incorporated herein, as contained in the records in the office of the Clerk and Recorder of Yellowstone County;

BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on the 8<sup>th</sup> day of July 2025, at 6:30 p.m.; and

BE IT FURTHER RESOLVED, upon adoption of this Resolution of Intent, the City Clerk shall publish notice to the public, at least once a week for two successive weeks, and the notice shall state that this Resolution of Intent has been duly and regularly passed and for a period of twenty (20) days after the first publication of the notice, the City Clerk shall accept

written expressions of approval or disapproval of the proposed alterations of the boundaries of the City. Further the notice shall contain the date and time scheduled for the public hearing on the proposed annexation.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED by the Mayor the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF LAUREL

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

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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

When recorded, return to:  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044



Yellowstone County

QCD

14.00

3628831

Page: 1 of 2  
06/29/2012 02:22P

**QUIT CLAIM DEED**

**THIS INDENTURE**, made the 5<sup>th</sup> day of June, 2012, between the RICHMOND FAMILY TRUST, 43781 Pocahontas Road, Baker City, Oregon 97814, Grantor, and the CITY OF LAUREL, P.O. Box 10, Laurel, Montana 59044, Grantee;

**WITNESSETH:** That Grantor for a valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said Grantee, all right, title and interest in and to the following described real estate, situated in the County of Yellowstone, State of Montana, which Grantor has in land more particularly described as follows:

Laurmac Subdivision Amended, S09, T02 S, R24 E, BLOCK 14, Lot 1 - 3, amended.

Together with all rights-of-way, tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, possession, claim, and demand whatsoever as well in law as in equity, of Grantor, of, in or to the said premises and every part and parcel thereof.

**TO HAVE AND TO HOLD** all and singular the said premises, with the appurtenances thereto belonging, unto the said property of the Grantee and to his heirs and assigns forever.

**IN WITNESS WHEREOF**, the grantor has executed this instrument the day and year first written above.

RICHMOND FAMILY TRUST

By:

Joyce B. Richmond  
Joyce Richmond, Trustee

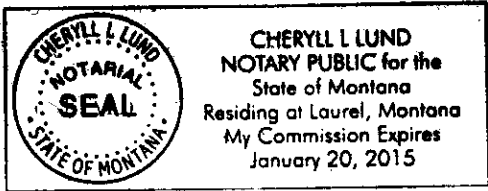
By:

Robert Richmond  
Robert Richmond, Trustee

STATE OF MONTANA )  
 :SS.  
County of Yellowstone )

On this 21<sup>ST</sup> day of May in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Joyce Richmond and Robert Richmond, as Trustees of the Richmond Family Trust, Grantor, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that s/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 above written.



Cheryll L. Lund  
Signature

Cheryll L. Lund  
Printed Name  
Notary Public for the State of Montana  
Residing at Laurel  
My commission expires Jan. 20, 2015

**Acknowledgement and Acceptance of Conveyance:**

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument pursuant to City Council Resolution No. R 12-31 this 5<sup>th</sup> day of June, 2012.

Kenneth E. Olson, Jr.  
Kenneth E. Olson, Jr., Mayor

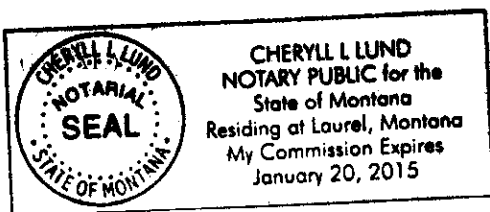
Attest:

Shirley Ewan  
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA )  
 :  
County of Yellowstone )

On this 6<sup>th</sup> day of June in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Kenneth E. Olson Jr., as Mayor of the City of Laurel, and Shirley Ewan, as Clerk/Treasurer of the City of Laurel, who signed the foregoing instrument and acknowledged to me that they executed the same in their official capacity.

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



Cheryll L. Lund  
Signature

Cheryll L. Lund  
Printed Name  
Notary Public for the State of Montana  
Residing at Laurel  
My commission expires Jan. 20, 2015

When recorded, return to:  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044



Yellowstone County

QCD

14.00

**3628830**  
Page: 1 of 2  
06/29/2012 02:22P

**QUIT CLAIM DEED**

**THIS INDENTURE**, made the 5<sup>th</sup> day of June, 2012, between the RICHMOND FAMILY TRUST, 43781 Pocahontas Road, Baker City, Oregon 97814, Grantor, and the CITY OF LAUREL, P.O. Box 10, Laurel, Montana 59044, Grantee;

**WITNESSETH:** That Grantor for a valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said Grantee, all right, title and interest in and to the following described real estate, situated in the County of Yellowstone, State of Montana, which Grantor has in land more particularly described as follows:

Laurmac Subdivision Amended, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, amended.

Together with all rights-of-way, tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, possession, claim, and demand whatsoever as well in law as in equity, of Grantor, of, in or to the said premises and every part and parcel thereof.

**TO HAVE AND TO HOLD** all and singular the said premises, with the appurtenances thereto belonging, unto the said property of the Grantee and to his heirs and assigns forever.

**IN WITNESS WHEREOF**, the grantor has executed this instrument the day and year first written above.

RICHMOND FAMILY TRUST

By: Joyce B. Richmond  
Joyce Richmond, Trustee

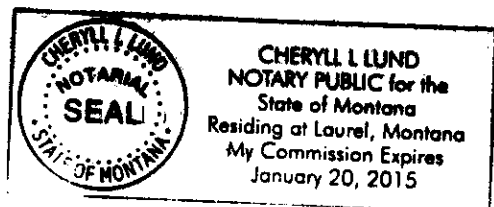
By: Robert Richmond  
Robert Richmond, Trustee



STATE OF MONTANA     )  
  :SS.  
County of Yellowstone     )

On this 21<sup>st</sup> day of May in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Joyce Richmond and Robert Richmond, as Trustees of the Richmond Family Trust, Grantor, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that s/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 above written.



Cheryll L. Lund  
Signature

Cheryll L. Lund  
Printed Name  
Notary Public for the State of Montana  
Residing at Laurel  
My commission expires Jan. 20, 2015

**Acknowledgement and Acceptance of Conveyance:**

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument pursuant to City Council Resolution Ho. R 12-31 this 5<sup>th</sup> day of June, 2012.

Kenneth E. Olson, Jr.  
Kenneth E. Olson, Jr. Mayor

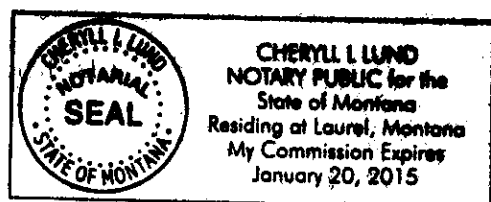
Attest:

Shirley Ewan  
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA     )  
  :  
County of Yellowstone     )

On this 6<sup>th</sup> day of June in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Kenneth E. Olson Jr., as Mayor of the City of Laurel, and Shirley Ewan, as Clerk/Treasurer of the City of Laurel, who signed the foregoing instrument and acknowledged to me that they executed the same in their official capacity.

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



Cheryll L. Lund  
Signature

Cheryll L. Lund  
Printed Name  
Notary Public for the State of Montana  
Residing at Laurel  
My commission expires Jan. 20, 2015



## RESOLUTION NO. R12-90

### **RESOLUTION TO ANNEX A PARCEL OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL THE ADJACENT AND ADJOINING RIGHTS-OF-WAY TO THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, the City Council has determined it is in the best interest of the City of Laurel to annex City park land, commonly known and referred to as the Jake and Lois Bernhardt Parkway and described herein, that is contiguous to the city limits as defined by Montana Law at MCA § 7-2-4401.

WHEREAS, in order to annex the property, pursuant to MCA § 7-2-4402 et. seq., the City Council must first adopt a Resolution of Intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel in addition to advertising and conducting a public hearing on the proposed annexation; and

WHEREAS, the City Council adopted said Resolution of Intent at a regular meeting of the City Council on September 18, 2012, and the City Clerk provided notice to the public, and for a period of 20 days after said publication, the City Clerk accepted written comments from registered voters residing in the area approving or disapproving the proposed annexation; and

WHEREAS, a public hearing was held on October 16, 2012 and no objections to the annexation were heard.

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


1. Pursuant to Montana Code Annotated, §7-2-4404, the following governmental property contiguous to the City of Laurel, more particularly described as follows is hereby annexed for inclusion within the boundaries of the City of Laurel:  
  
“LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, LOTS 4-6, AMND, and any and all public rights-of-way adjacent or adjoining thereto.”
2. 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.
3. 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 and shall be complete.

Introduced at a regular meeting of the City Council on November 6, 2012, by Council Member McGee.

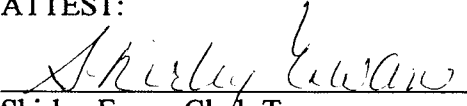
PASSED and APPROVED by the City Council of the City of Laurel this 6<sup>th</sup> day of November, 2012.

APPROVED by the Mayor this 6<sup>th</sup> day of November, 2012.


CITY OF LAUREL

  
Kenneth E. Olson, Jr., Mayor

ATTEST:

  
Shirley Ewan, Clerk-Treasurer

Approved as to form:

  
Sam S. Painter, Civil City Attorney

**RESOLUTION NO. R12-79**

**A RESOLUTION OF INTENT OF THE CITY COUNCIL TO EXTEND THE CORPORATE BOUNDARIES OF THE CITY OF LAUREL BY ANNEXING A PARCEL OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL THE ADJACENT AND ADJOINING RIGHTS-OF-WAY TO THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, pursuant to MCA §7-2-4403, the Mayor of the City of Laurel petitioned the City Council, by letter dated September 11, 2012, to annex the City owned park land that is legally described as LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, ~~Lot 4-6~~, AMND; and

1-6

WHEREAS, the parcel is commonly known and referred to as the Jake and Lois Bernhardt Parkway and is owned entirely by the City of Laurel and as shown on the attached map, the parcel is adjacent to West 12<sup>th</sup> Street and contiguous to the City limits as defined by Montana Law at MCA § 7-2-4401; and

WHEREAS, in order to annex the property, pursuant to MCA § 7-2-4402 et. seq., the City Council must first adopt a Resolution of intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel in addition to advertising and conducting a public hearing on the proposed annexation; and

WHEREAS, Montana law also requires municipalities include the full width of any public rights-of-way adjacent to the property being annexed; therefore, pursuant to MCA § 7-2-4211, the City has included the full width of the adjacent public rights-of-way including but not limited to the currently non-annexed portion of West 12<sup>th</sup> Street within the annexation boundary; and

WHEREAS, the City Council acknowledges that upon annexation of the property and public rights-of-way, the City must provide services for the annexed property as required by MCA §7-2-4409.

NOW, THEREFORE, BE IT RESOLVED pursuant to MCA § 7-2-4404, the City Council of the City of Laurel, Montana, hereby adopts the Resolution of Intent providing notice to the citizens of Laurel and nearby property owners that the City Council intends to annex the following governmental property contiguous to the City of Laurel described as:

“LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, ~~Lot 4-6~~, AMND, and any and all public rights-of-way adjacent or adjoining thereto”

1-6

BE IT FURTHER RESOLVED, the proposed annexation is further reflected and shown on Exhibit A, attached hereto and hereby incorporated herein, as contained in the records in the office of the Clerk and Recorder of Yellowstone County; and

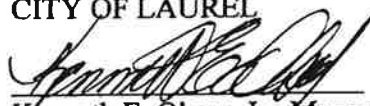
BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on October 16, 2012, at 6:30 p.m.; and

BE IT FURTHER RESOLVED, upon adoption of this Resolution of Intent, the City Clerk shall publish notice to the public, at least once a week for two successive weeks, and the notice shall state that this resolution of intent has been duly and regularly passed and for a period of 20 days after the first publication of the notice, the city clerk shall accept written expressions of approval or disapproval of the proposed alterations of the boundaries of the City. Further the notice shall contain the date and time scheduled for the public hearing on the proposed annexation.

PASSED and APPROVED by the City Council of the City of Laurel this 18<sup>th</sup> day of September, 2012.

APPROVED by the Mayor this 18<sup>th</sup> day of September, 2012.

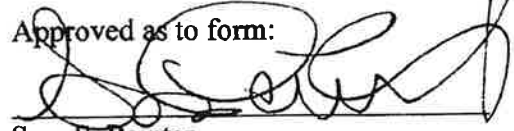
CITY OF LAUREL

  
Kenneth E. Olson, Jr., Mayor

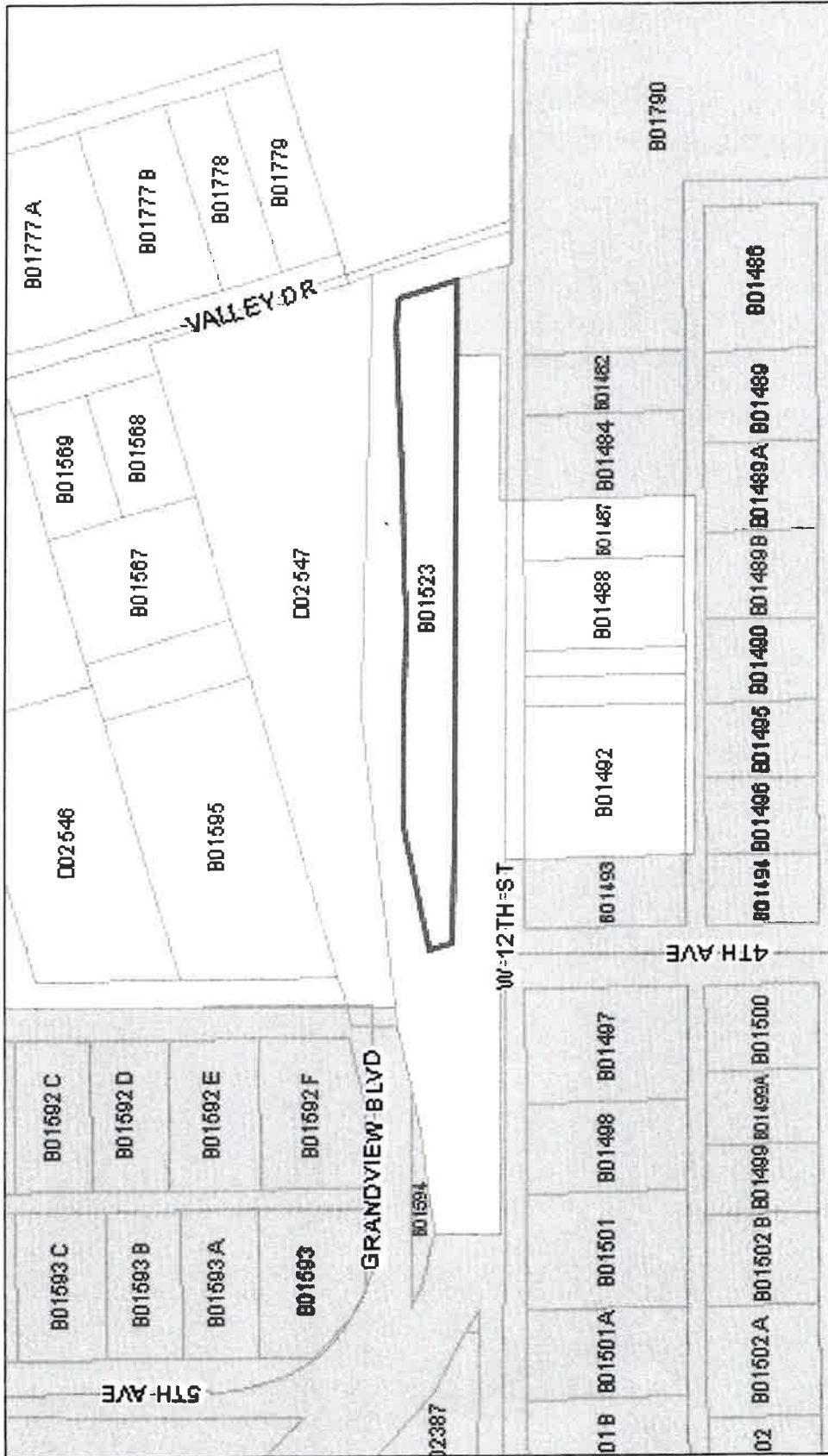
ATTEST:

  
Shirley Ewan, Clerk-Treasurer

Approved as to form:

  
Sam S. Painter  
Civil City Attorney

JAKE AND LOIS BERNHARDT PARKWAY



Boundary Line

City Limits

City of Laurel Planning  
Department 9/2012

## RESOLUTION NO. R12-90

### RESOLUTION TO ANNEX A PARCEL OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL THE ADJACENT AND ADJOINING RIGHTS-OF-WAY TO THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA.

WHEREAS, the City Council has determined it is in the best interest of the City of Laurel to annex City park land, commonly known and referred to as the Jake and Lois Bernhardt Parkway and described herein, that is contiguous to the city limits as defined by Montana Law at MCA § 7-2-4401.

WHEREAS, in order to annex the property, pursuant to MCA § 7-2-4402 et. seq., the City Council must first adopt a Resolution of Intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel in addition to advertising and conducting a public hearing on the proposed annexation; and

WHEREAS, the City Council adopted said Resolution of Intent at a regular meeting of the City Council on September 18, 2012, and the City Clerk provided notice to the public, and for a period of 20 days after said publication, the City Clerk accepted written comments from registered voters residing in the area approving or disapproving the proposed annexation; and

WHEREAS, a public hearing was held on October 16, 2012 and no objections to the annexation were heard.

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

1. Pursuant to Montana Code Annotated, §7-2-4404, the following governmental property contiguous to the City of Laurel, more particularly described as follows is hereby annexed for inclusion within the boundaries of the City of Laurel:

“LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, ~~LOTS 4-6~~, AMND, and any and all public rights-of-way adjacent or adjoining thereto.”

2. 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.
3. 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 and shall be complete.

Introduced at a regular meeting of the City Council on November 6, 2012, by Council Member McGee.

PASSED and APPROVED by the City Council of the City of Laurel this 6<sup>th</sup> day of November, 2012.

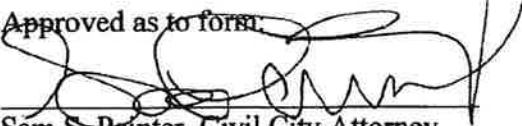
APPROVED by the Mayor this 6<sup>th</sup> day of November, 2012.

CITY OF LAUREL

  
Kenneth E. Olson, Jr., Mayor

ATTEST:

  
Shirley Ewan, Clerk-Treasurer

Approved as to form  
  
Sam S. Painter, Civil City Attorney

When recorded, return to:  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044



**3628830**  
Page: 1 of 2  
06/29/2012 02:22P

**QUIT CLAIM DEED**

**THIS INDENTURE**, made the 5<sup>th</sup> day of June, 2012, between the RICHMOND FAMILY TRUST, 43781 Pocahontas Road, Baker City, Oregon 97814, Grantor, and the CITY OF LAUREL, P.O. Box 10, Laurel, Montana 59044, Grantee;

**WITNESSETH:** That Grantor for a valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said Grantee, all right, title and interest in and to the following described real estate, situated in the County of Yellowstone, State of Montana, which Grantor has in land more particularly described as follows:

Laurmac Subdivision Amended, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, amended.

Together with all rights-of-way, tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, possession, claim, and demand whatsoever as well in law as in equity, of Grantor, of, in or to the said premises and every part and parcel thereof.

**TO HAVE AND TO HOLD** all and singular the said premises, with the appurtenances thereto belonging, unto the said property of the Grantee and to his heirs and assigns forever.

**IN WITNESS WHEREOF**, the grantor has executed this instrument the day and year first written above.

RICHMOND FAMILY TRUST

By: Joyce B. Richmond  
Joyce Richmond, Trustee

By: Robert Richmond  
Robert Richmond, Trustee



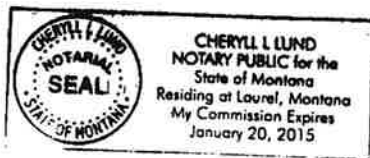


3628830  
Page: 2 of 2  
06/29/2012 02:22P

STATE OF MONTANA )  
:SS.  
County of Yellowstone )

On this 21<sup>st</sup> day of May in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Joyce Richmond and Robert Richmond, as Trustees of the Richmond Family Trust, Grantor, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that s/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 above written.



Cheryl L. Lund  
Signature

Cheryl L. Lund  
Printed Name  
Notary Public for the State of Montana  
Residing at Laurel  
My commission expires Jan. 20, 2015

**Acknowledgement and Acceptance of Conveyance:**

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument pursuant to City Council Resolution 110, R 12-31 this 5<sup>th</sup> day of June, 2012.

Kenneth E. Olson, Jr.  
Kenneth E. Olson, Jr. Mayor

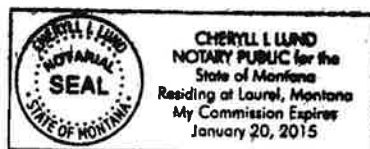
Attest:

Shirley Ewan  
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA )  
:  
County of Yellowstone )

On this 27<sup>th</sup> day of June in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Kenneth E. Olson Jr., as Mayor of the City of Laurel, and Shirley Ewan, as Clerk/Treasurer of the City of Laurel, who signed the foregoing instrument and acknowledged to me that they executed the same in their official capacity.

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



Cheryl L. Lund  
Signature

Cheryl L. Lund  
Printed Name  
Notary Public for the State of Montana  
Residing at Laurel  
My commission expires Jan. 20, 2015

When recorded, return to:  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044



Yellowstone County QCD 14.00

3628831  
Page: 1 of 2  
06/29/2012 02:22P

**QUIT CLAIM DEED**

**THIS INDENTURE**, made the 5<sup>th</sup> day of June, 2012, between the RICHMOND FAMILY TRUST, 43781 Pocahontas Road, Baker City, Oregon 97814, Grantor, and the CITY OF LAUREL, P.O. Box 10, Laurel, Montana 59044, Grantee;

**WITNESSETH:** That Grantor for a valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, do hereby convey, remise, release and forever quitclaim unto the said Grantee, all right, title and interest in and to the following described real estate, situated in the County of Yellowstone, State of Montana, which Grantor has in land more particularly described as follows:

Laumac Subdivision Amended, S09, T02 S, R24 E, BLOCK 14, Lot 1 - 3, amended.

Together with all rights-of-way, tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all of the estate, right, title, interest, property, possession, claim, and demand whatsoever as well in law as in equity, of Grantor, of, in or to the said premises and every part and parcel thereof.

**TO HAVE AND TO HOLD** all and singular the said premises, with the appurtenances thereto belonging, unto the said property of the Grantee and to his heirs and assigns forever.

**IN WITNESS WHEREOF**, the grantor has executed this instrument the day and year first written above.

RICHMOND FAMILY TRUST

By: Joyce B. Richmond  
Joyce Richmond, Trustee

By: Robert Richmond  
Robert Richmond, Trustee

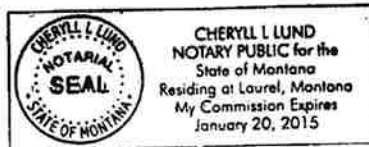


3628831  
Page: 2 of 2  
06/29/2012 02:22P

STATE OF MONTANA )  
:SS.  
County of Yellowstone )

On this 21<sup>st</sup> day of May in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Joyce Richmond and Robert Richmond, as Trustees of the Richmond Family Trust, Grantor, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that s/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 above written.



Cheryll L. Lund  
Signature

Cheryll L. Lund  
Printed Name  
Notary Public for the State of Montana  
Residing at Laurel  
My commission expires Jan. 20, 2015

**Acknowledgement and Acceptance of Conveyance:**

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument pursuant to City Council Resolution No. R12-31 this 5<sup>th</sup> day of June, 2012.

Kenneth E. Olson, Jr.  
Kenneth E. Olson, Jr. Mayor

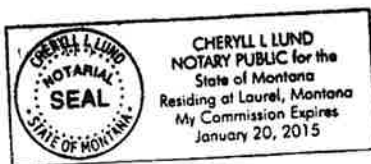
Attest:

Shirley Ewan  
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA )  
:  
County of Yellowstone )

On this 6<sup>th</sup> day of June in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Kenneth E. Olson Jr., as Mayor of the City of Laurel, and Shirley Ewan, as Clerk/Treasurer of the City of Laurel, who signed the foregoing instrument and acknowledged to me that they executed the same in their official capacity.

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



Cheryll L. Lund  
Signature

Cheryll L. Lund  
Printed Name  
Notary Public for the State of Montana  
Residing at Laurel  
My commission expires Jan. 20, 2015

**RESOLUTION NO. R12-79**

**A RESOLUTION OF INTENT OF THE CITY COUNCIL TO EXTEND THE CORPORATE BOUNDARIES OF THE CITY OF LAUREL BY ANNEXING A PARCEL OF CITY OWNED PARK LAND THAT IS CONTIGUOUS TO THE CITY LIMITS, SUCH ANNEXATION TO INCLUDE ALL THE ADJACENT AND ADJOINING RIGHTS-OF-WAY TO THE ANNEXED PROPERTY, IN YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, pursuant to MCA §7-2-4403, the Mayor of the City of Laurel petitioned the City Council, by letter dated September 11, 2012, to annex the City owned park land that is legally described as LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, AMND; and

WHEREAS, the parcel is commonly known and referred to as the Jake and Lois Bernhardt Parkway and is owned entirely by the City of Laurel and as shown on the attached map, the parcel is adjacent to West 12<sup>th</sup> Street and contiguous to the City limits as defined by Montana Law at MCA § 7-2-4401; and

WHEREAS, in order to annex the property, pursuant to MCA § 7-2-4402 et. seq., the City Council must first adopt a Resolution of intent to annex the contiguous government land for inclusion within the boundaries of the City of Laurel in addition to advertising and conducting a public hearing on the proposed annexation; and

WHEREAS, Montana law also requires municipalities include the full width of any public rights-of-way adjacent to the property being annexed; therefore, pursuant to MCA § 7-2-4211, the City has included the full width of the adjacent public rights-of-way including but not limited to the currently non-annexed portion of West 12<sup>th</sup> Street within the annexation boundary; and

WHEREAS, the City Council acknowledges that upon annexation of the property and public rights-of-way, the City must provide services for the annexed property as required by MCA §7-2-4409.

NOW, THEREFORE, BE IT RESOLVED pursuant to MCA § 7-2-4404, the City Council of the City of Laurel, Montana, hereby adopts the Resolution of Intent providing notice to the citizens of Laurel and nearby property owners that the City Council intends to annex the following governmental property contiguous to the City of Laurel described as:

“LAURMAC SUBD AMEND, S09, T02 S, R24 E, BLOCK 14, Lot 4 - 6, AMND, and any and all public rights-of-way adjacent or adjoining thereto”

BE IT FURTHER RESOLVED, the proposed annexation is further reflected and shown on Exhibit A, attached hereto and hereby incorporated herein, as contained in the records in the office of the Clerk and Recorder of Yellowstone County; and

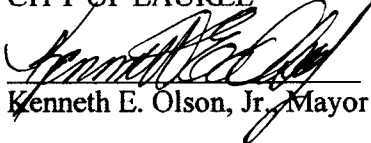
BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on October 16, 2012, at 6:30 p.m.; and

BE IT FURTHER RESOLVED, upon adoption of this Resolution of Intent, the City Clerk shall publish notice to the public, at least once a week for two successive weeks, and the notice shall state that this resolution of intent has been duly and regularly passed and for a period of 20 days after the first publication of the notice, the city clerk shall accept written expressions of approval or disapproval of the proposed alterations of the boundaries of the City. Further the notice shall contain the date and time scheduled for the public hearing on the proposed annexation.

PASSED and APPROVED by the City Council of the City of Laurel this 18<sup>th</sup> day of September, 2012.

APPROVED by the Mayor this 18<sup>th</sup> day of September, 2012.

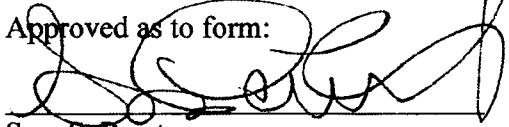
CITY OF LAUREL

  
Kenneth E. Olson, Jr., Mayor

ATTEST:

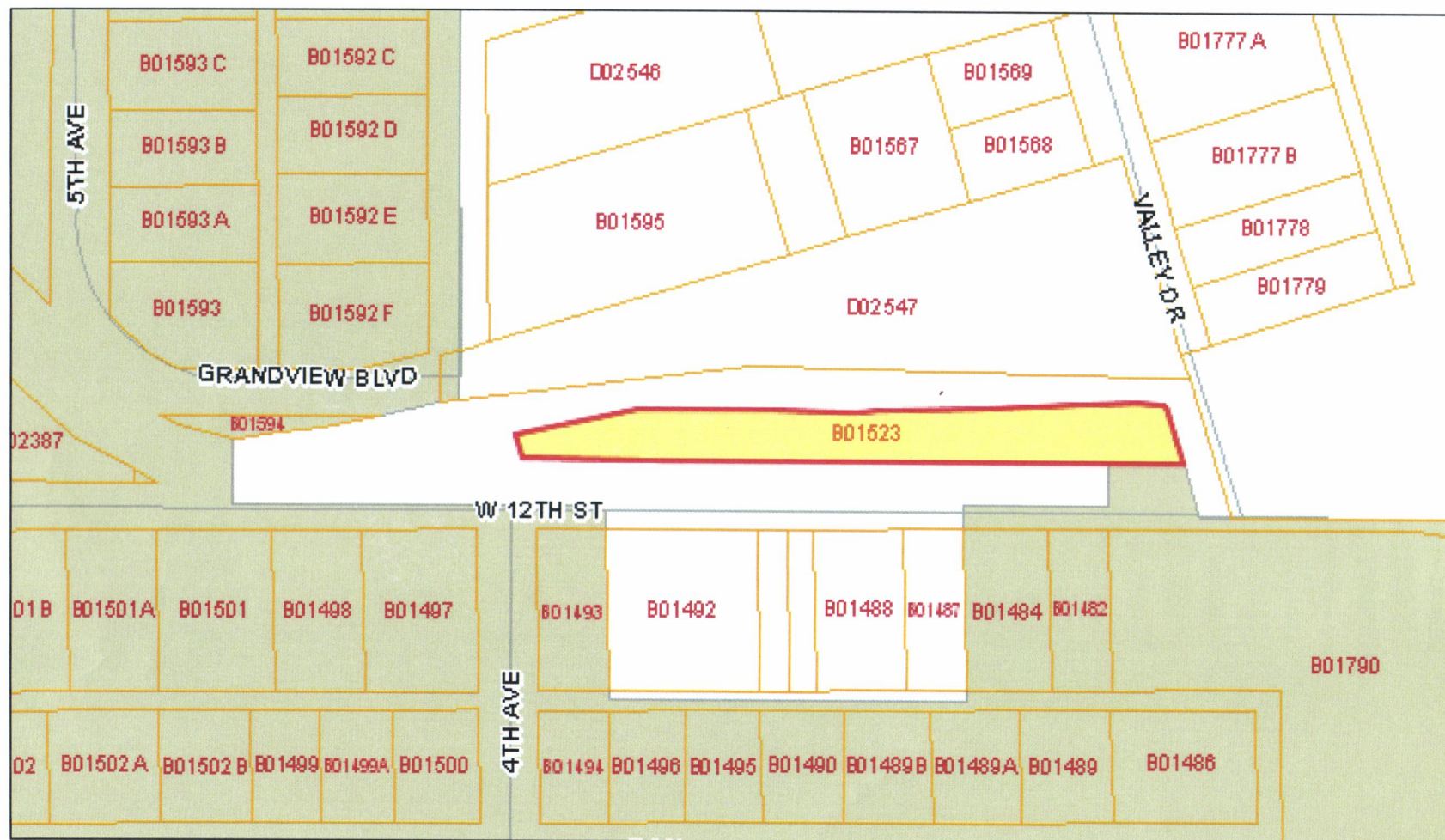
  
Shirley Ewan, Clcrk-Treasurer

Approved as to form:

  
Sam S. Painter  
Civil City Attorney



# JAKE AND LOIS BERNHARDT PARKWAY



Boundary Line ———  
City Limits ———



City of Laurel Planning  
Department 9/2012

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

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the Mayor

May 23, 2025

Annexation of Block 14 lots 1-6 of Laurmac Subdivision Amended and Adjacent Rights of Way

David Waggoner, Mayor of City of Laurel, authorizes the annexation of block 14 lots 1,2,3,4,5,6 of Laurmac Subdivision Amended, city-owned lands adjacent to the city of Laurel, along with the adjacent rights of way, to become part of the jurisdiction of the City of Laurel, Montana.

The ownership of these lots is recorded with the Clerk and Recorder of Yellowstone County documents numbering 3628830 and 3628831. Copies of the recorded quit claim deeds are attached to this letter.

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David Waggoner, Mayor

# Exhibit "A" Annexation Area is in Red

## PLAT OF LAURMAC SUBDIVISION AMENDED

SITUATED IN SECTION 4 & SECTION 9, T-2S, R-24E, M.P.M.  
YELLOWSTONE COUNTY, MONTANA

Plat & Survey By Sage Engineers & Land Planners, Inc.

Billings, Montana

SCALE: 1" = 100'  
MARCH, 1960

