



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, JANUARY 17, 2023  
6:30 PM  
COUNCIL CHAMBERS**

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

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

**General Items**

1. Splash Park Presentation
2. Appointment of Cheryl Hill to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2025.
3. Appointment of Shawn Mullaney to the Laurel Urban Renewal Agency - Advisory for the remainder of a four-year term ending December 31, 2025.
4. Appointment of Jodi Mackay to the Public Works Committee.
5. Appointment of Jodi Mackay to the Emergency Services Committee.
6. Appointment of Kurt Markegard to the Big Sky EDA for the remainder of a five-year term ending December 31, 2023.

**Executive Review**

7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Customer Agreement With Northwestern Energy.
8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The City Of Laurel Zoning Services By And Between The City Of Laurel And Klj Engineering, Inc.
9. Resolution - A Resolution Of The City Council Authorizing The Extension Of Approval Of Application For Special Review For J. Johnson Properties Pursuant To Resolution No. R22-07.
10. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.

**Council Issues**

11. Downtown Parking Discussion

**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. 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:**

2. Appointment of Cheryl Hill to the Laurel Urban Renewal Agency for the remainder of a four-year term ending December 31, 2025.

**Brittnev Moorman**



City Mayor  
Wednesday, January 11, 2023 1:40 PM  
Brittnev Moorman; Kurt Markegard  
FW: Requesting Lura Board Member

*Dave Waggoner*

Mayor  
City of Laurel, Montana  
(406) 628-8456 extension 5501

**From:** The Front Porch <thefrontporchmt@gmail.com>  
**Sent:** Tuesday, January 10, 2023 11:03 AM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Requesting Lura Board Member

Hello,

My name is Cheryl Hill, owner of The Front Porch here in Laurel. I am interested in being on the Lura Board

I have been a community member for almost 20 years and a business owner for almost 10 years. I want to be a voice for our business community.

This program is a big asset to our business owners and community - I want to be an advocate for my fellow business owners and help with making our tift district a thriving place for our community.

Thank you for considering me as a board member to this Lura Board  
Cheryl Hill  
Owner of The Front Porch

--

The Front Porch MT

[Contact Us >>>](#)  
[Register for a Class >>>](#)  
[Order a Wood Sign >>>](#)

**File Attachments for Item:**

3. Appointment of Shawn Mullaney to the Laurel Urban Renewal Agency - Advisory for the remainder of a four-year term ending December 31, 2025.

**Brittney Moorman**



City Mayor  
Wednesday, January 11, 2023 1:41 PM  
Kurt Markegard; Brittney Moorman  
FW: Lura

*Dave Waggoner*

Mayor  
City of Laurel, Montana  
(406) 628-8456 extension 5501

**From:** Shawn Mullaney <1smullaney@gmail.com>  
**Sent:** Thursday, January 5, 2023 7:59 PM  
**To:** City Mayor <citymayor@laurel.mt.gov>  
**Subject:** Lura

Good evening dave. I understand jodi has resigned from the lura board to pursue the city council position. I would like to apply for the lura board. I am a native laurelite and im seeing some good things starting to develop here in laurel. I understand (mostly) how the lura money can and should be distributed and am willing to learn what im unfamiliar with.

Sincerely  
Shawn Mullaney  
406 672 4406

**File Attachments for Item:**

7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Customer Agreement With Northwestern Energy.

**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
EXECUTE THE CUSTOMER AGREEMENT WITH NORTHWESTERN ENERGY.**

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

Section 1: Approval. The Customer Agreement by and between the City of Laurel and NorthWestern Energy, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Customer Agreement with NorthWestern Energy on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of January, 2023,  
by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of  
January, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of January, 2023.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **CUSTOMER AGREEMENT**

This Customer Agreement (the "Agreement") is made and entered into effective as of 01/10/2023 by and between NorthWestern Energy (the "Company") and CITY OF LAUREL (the "Customer"). Sometimes in this Agreement, Company and Customer are collectively referred to as "Parties" or individually as a "Party." Capitalized terms have the meaning set forth in NorthWestern Energy's Electric Tariff and the NorthWestern Energy Natural Gas Tariff (collectively the "Tariffs" and individually the "Gas Tariff" or "Electric Tariff"), which sets forth service, installation and contribution rules and regulations established by the Montana Public Service Commission (the "MPSC"). The Tariffs are available for review at <http://www.northwesternenergy.com/residential-services/how-to-read-your-bill/tariffs-and-rates/montana-tariffs-and-rates>.

### **RECITALS**

WHEREAS, Customer applied for natural gas or electrical service from the Company; and  
WHEREAS, in accordance with the Tariffs, Customer must execute this Agreement and contribute to the cost of installing the facilities required to provide service to Customer's premises because the distance of the new service line is greater than the permitted free extension allowance;  
NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

### **AGREEMENT**

#### **1. SERVICE AND CONTRIBUTION REQUIREMENTS.**

The Company agrees to install, operate and maintain facilities generally described as OH Primary Removal, UG Primary Removal, Primary OH Single Phase, Primary UG Single Phase and is specifically described in Quote 25137733, which is incorporated herein by this reference (the "Quote"), to serve Customer at 1405 SEWER PLANT RD, LAUREL, MT 59044 in accordance with the requirements of the Tariffs. Customer agrees to comply with the terms and conditions of this Agreement and remit to Company the total contribution of  
\$ 29,347.00 , which may include a federal tax surcharge and administrative/engineering fees and is more fully described as follows:

1.1 Advance. In consideration of the Company's agreement to install facilities, Customer agrees to pay an Advance in the sum of \$ 0.00 for construction of the facilities identified in the Quote.

#### **ELECTRICAL**

\_\_\_\_\_ Single Family Residential  
(Electrical Tariff 6-2)  
\_\_\_\_\_ General Service or Non-Single Residential  
(Electrical Tariff Rule 6-2)  
\_\_\_\_\_ Loads of Uncertain Duration  
(Electrical Tariff Rule 5-7)  
\_\_\_\_\_ New Subdivision or Housing Project  
(Electrical Tariff Rule 6-7)  
\_\_\_\_\_ Electric Lighting  
(Electrical Tariff ELDS-1)

#### **NATURAL GAS**

\_\_\_\_\_ Residential/Other Core Customers  
(Gas Tariff Rule 6-2)  
\_\_\_\_\_ New Subdivision or Housing Project  
(Gas Tariff Rule 6-6)  
\_\_\_\_\_ Loads of Uncertain Duration  
(Gas Tariff Rule 5-7)

For clarification, an "Advance" is a refundable contribution to the installation costs of the Company's facilities, and is made by the applicant prior to the initial installation. A portion of that advance, up to but not exceeding the full amount, may be refunded when additional residences or properties requiring service may connect to the facilities installed under this Agreement within the applicable 5 year (all natural gas customers, General Service electric, non-Single Family Residential electric, all new residential subdivision and townhouse connects) or 10 year (for Single Family Residential electric) periods after Company's completion of the line extension for the Customer. Future applicants attaching to existing facilities that carry Advance line extension designation within the time periods referenced above share in cost of the installation of the original line extension. Any future attachments will result in a refund to Customer in an amount determined by the Company in accordance with the Tariff. No refund will be made after the applicable 5 or



10 year period.

## **AND/OR**

1.2 Contribution in Aid of Construction. In consideration of the Company's agreement to install service facilities, Customer agrees to pay a CIAC in the sum of \$ 29,347.00 for construction of the facilities identified in the Quote.

For clarification, a "CIAC" is a non-refundable payment made by a customer to pay for costs in excess of the free allowance set forth in the Tariffs.

## **2. CONDITIONS TO INSTALLATION.**

2.1 Payment. Customer shall make payment of the Advance or the CIAC (if payment is required) prior to Company scheduling a construction start date. Company must receive payment and satisfactory evidence of required permits and right-of-way authority prior to ordering materials, scheduling crews or starting construction.

2.2 Right-of-Way. Customer shall provide the right-of-way required for the installation of the Company's service facilities. Customer shall grant or obtain for the Company an easement along the route of the line extension in a form satisfactory to the Company.

2.3 Permits. Customer shall provide all required permits from appropriate governmental agencies for the construction work and installation of the Company's facilities and Customer's equipment. Copies of all permits must be provided to the Company.

2.4 Additional Costs. If the Customer requests facilities be installed in frozen, rocky or hard ground, the Customer may be responsible for additional charges for installation. The Company will notify the Customer of these charges prior to installation when feasible, and otherwise when encountered during the installation work. If the Company requires additional charges prior to installation, and the basis for such extra cost is not encountered during the performance of the work, Company shall refund such charges to Customer.

2.5 Storm Water. Customer is solely responsible for compliance with all Montana Department of Environmental Quality storm water regulations. All soil disturbing activities deemed necessary by the Company for the installation, operation and maintenance of the facilities must be incorporated by Customer in the Storm Water Pollution Prevention Plan. Customer shall operate and maintain all storm water best management practices at all times.

2.6 Underground Facilities. Prior to construction, all customer-owned, rented or leased underground facilities (including but not limited to sprinkler systems, septic systems propane tanks and associated lines, and communication and electric lines) must be properly identified and physically marked by Customer. The Company is not responsible for damages resulting from mismarked or unidentified customer facilities. Contact the Company's Construction Department with questions related to appropriately marking Customer-owned facilities.

2.7 Customer's Equipment. Customer shall install Customer's facilities in accordance with the Company's "New Service Guide" and "Electric Service Requirements & Guidelines." The location of Customer's meter must be approved by the Company prior to the installation of equipment owned by the Customer. Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.

2.8 Restoration and Grading. The Company will make a reasonable attempt to preserve private roadways and landscaping, but Customer is responsible for final compaction and restoration of private roadways and landscaping, including the removal of excess spoil piles. The Company will install facilities with the understanding that ground-level is the final grade, unless otherwise directed in writing by Customer. Should changes to grade be made in the future that result in Company's facilities being raised or lowered, the Customer is responsible for the costs associated with this change.

## **3. GENERAL CONDITIONS.**

3.1 All terms, prices and conditions set forth herein are subject to modification resulting from changes in applicable rules, Tariffs, regulations, ordinances, the scope of project, and laws that may be amended or enacted after the date of this Agreement.

3.2 The payment amounts set forth in this Agreement are effective for 4 months from the date of this Agreement. If construction has not commenced within such period due to any action, omission or failure to act by Customer, the project will be reviewed for any changes in the cost. The Company will perform one line extension engineering cost estimate per year at Customer's location free of charge. If subsequent

redesign estimates are requested within the one year period from the original quote, a charge of \$68.12/hour (minimum charge = \$68.12) will be assessed and is payable prior to delivery of the estimate to Customer. If Customer proceeds with installation, fees paid for estimates will be credited toward the contribution payment.

3.3 If the facilities required to serve Customer must be relocated or modified at the request of Customer after installation, the Customer shall pay the costs of moving Company facilities.

3.4 The Company agrees to establish service within a reasonable period of time after the Customer's equipment passes inspection by the state and local authorities as required by law. The Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force (Company employees or contractors) and material supply sources. Installation will be performed during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access, or obtaining permits from governmental agencies or railroads may cause delays beyond the control of the Company or the Customer.

3.5 If Company is installing lighting units, the facilities will be placed in a location agreeable to both Customer and Company. Customer is responsible for notifying Company of any outage of lighting units. Company will make repairs and replace defective or damaged facilities within a reasonable time after notice of any outage, but Company does not patrol the system to determine if the lighting units are in operating condition at all times.

3.6 In the event of a conflict between the terms of this Agreement and the Tariffs, the terms of the Tariffs prevail.

#### 4. **ADDITIONAL CONDITIONS.**

This quote covers 670' single phase river crossing, 1 new pole, 2 new anchors, and 250' of UG primary to tie into existing pole.

The cost of this project is based on the following conditions and may be adjusted at any time:

1. This estimate is valid for 4 months. After that point, the project will be reviewed for any changes in costs.
2. NWE will perform one line extension engineering cost estimate per year at this location free of charge. If subsequent estimates are requested, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to the subsequent estimate being calculated. If the customer decides to proceed, fees paid would be credited toward the construction costs.
3. The electric meter base will be placed in a location approved by NWE prior to the installation of the customer's or NWE's facilities.
4. The customer is to install their facilities as specified in NWE's "New Service Guide" and "Electric Service Requirements & Guidelines" book. This can also be download at [www.northwesternenergy.com](http://www.northwesternenergy.com).
5. The customer is to obtain an electrical permit for the above installation from the appropriate governmental agency, and will provide a copy of the permit to NWE.
6. Normal digging conditions (i.e. no frost or large rock). An additional fee will be assessed and collected prior to construction if either condition is anticipated at the time of construction.
7. Any required easements and/or permits can be obtained at no cost to NorthWestern Energy. The customer agrees to grant NWE an easement along the route of the power line on his/her property, and must obtain easements/permission from any other landowners whose property the line will cross.
8. Restoration of asphalt, gravel, concrete and vegetation is the responsibility of the customer. NWE will not be responsible for any restoration.
9. All underground facilities belonging to the customer must be marked (i.e. septic lines, electric or phone lines to out buildings). NorthWestern Energy will not be responsible for repair if these lines are not accurately marked.

NorthWestern Energy must receive all fees, contracts, permits, easements etc. prior to the ordering of materials, scheduling of crews or the start of construction by NorthWestern Energy crews.

Due to current supply chain issues your project may not be completed within the normal timeframe or may be only partially completed. NWE is experiencing unprecedented material shortages on many common

items. Please consult your project contact to determine if your project may be affected. NWE is committed to make all possible efforts to acquire, install and complete projects when possible.

## FROST

The cost of a frost charge is included in this customer agreement in preparation of NorthWestern Energy crews having to dig in the frost and or encounter hard digging. If by the time NorthWestern Energy shows up to complete the construction of your project and the crew finds 6 inches of frost or less, or if there is no hard digging present, the customer has the ability to get up to 100% of the frost charge refunded back to them. Only the NorthWestern Energy crew on site and doing the work will determine if the customer gets a frost refund back and how much of the frost refund will be refunded back to them.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

NORTHWESTERN ENERGY

CUSTOMER

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

## Quotation #

### Customer

CITY OF LAUREL  
 PO BOX 10  
 LAUREL MT 59044

**Customer Contact:** CITY OF LAUREL  
**Customer Number:** 1074075

### Service Address

CITY OF LAUREL  
 1405 SEWER PLANT RD  
 LAUREL MT 59044

**Quotation No.** 25137733  
**Notification No.**

**Document Date** 01/10/2023  
**Quotation Valid To:** 05/10/2023

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	<p><i>This quote covers 670' single phase river crossing, 1 new pole, 2 new anchors, and 250' of UG primary to tie into existing pole.</i></p> <p><i>The cost of this project is based on the following conditions and may be adjusted at any time:</i></p> <ol style="list-style-type: none"> <li><i>1. This estimate is valid for 4 months. After that point, the project will be reviewed for any changes in costs.</i></li> <li><i>2. NWE will perform one line extension engineering cost estimate per year at this location free of charge. If subsequent estimates are requested, a charge of \$61.00/hour (minimum charge = \$61.00) will be assessed and is payable prior to the subsequent estimate being calculated. If the customer decides to proceed, fees paid would be credited toward the construction costs.</i></li> <li><i>3. The electric meter base will be placed in a location approved by NWE prior to the installation of the customer's or NWE's facilities.</i></li> <li><i>4. The customer is to install their facilities as specified in NWE's "New Service Guide" and "Electric Service Requirements &amp; Guidelines" book. This can also be download at <a href="http://www.northwesternenergy.com">www.northwesternenergy.com</a>.</i></li> <li><i>5. The customer is to obtain an electrical permit for the above installation from the appropriate governmental agency, and will provide a copy of the permit to NWE.</i></li> <li><i>6. Normal digging conditions (i.e. no frost or large rock). An additional fee will be assessed and collected prior to construction if either condition is anticipated at the time of construction.</i></li> <li><i>7. Any required easements and/or permits can be obtained at no cost to NorthWestern Energy. The customer agrees to grant NWE an easement along the route of the power line on his/her property, and must obtain easements/permission from any other landowners whose property the line will cross.</i></li> <li><i>8. Restoration of asphalt, gravel, concrete and vegetation is the responsibility of the customer. NWE will not be responsible for any restoration.</i></li> </ol>			

## Quotation #

### Customer

CITY OF LAUREL  
 PO BOX 10  
 LAUREL MT 59044

**Customer Contact:** CITY OF LAUREL  
**Customer Number:** 1074075

### Service Address

CITY OF LAUREL  
 1405 SEWER PLANT RD  
 LAUREL MT 59044

**Quotation No.** 25137733  
**Notification No.**

**Document Date** 01/10/2023  
**Quotation Valid To:** 05/10/2023

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	<p>9. All underground facilities belonging to the customer must be marked (i.e. septic lines, electric or phone lines to out buildings). NorthWestern Energy will not be responsible for repair if these lines are not accurately marked.</p> <p>NorthWestern Energy must receive all fees, contracts, permits, easements etc. prior to the ordering of materials, scheduling of crews or the start of construction by NorthWestern Energy crews.</p> <p>Due to current supply chain issues your project may not be completed within the normal timeframe or may be only partially completed. NWE is experiencing unprecedented material shortages on many common items. Please consult your project contact to determine if your project may be affected. NWE is committed to make all possible efforts to acquire, install and complete projects when possible.</p> <p><b>FROST</b></p> <p>The cost of a frost charge is included in this customer agreement in preparation of NorthWestern Energy crews having to dig in the frost and or encounter hard digging. If by the time NorthWestern Energy shows up to complete the construction of your project and the crew finds 6 inches of frost or less, or if there is no hard digging present, the customer has the ability to get up to 100% of the frost charge refunded back to them. Only the NorthWestern Energy crew on site and doing the work will determine if the customer gets a frost refund back and how much of the frost refund will be refunded back to them.</p>			
0010	QT1910 OH Primary Removal Admin/Engineering/Other	1 EA		1,185.44 213.38
	Total Item Price			1,398.82
0020	QT1900 UG Primary Removal Admin/Engineering/Other	1 EA		790.28 142.25

## Quotation #

### Customer

CITY OF LAUREL  
 PO BOX 10  
 LAUREL MT 59044

**Customer Contact:** CITY OF LAUREL  
**Customer Number:** 1074075

### Service Address

CITY OF LAUREL  
 1405 SEWER PLANT RD  
 LAUREL MT 59044

**Quotation No.** 25137733  
**Notification No.**

**Document Date** 01/10/2023  
**Quotation Valid To:** 05/10/2023

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	Total Item Price			932.53
0030	QT1100 Primary OH Single Phase	1 EA		11,204.73
	Admin/Engineering/Other			2,016.85
	Income Tax Surcharge			1,983.24
	Total Item Price			15,204.82
0040	QT1000 Primary UG Single Phase	1 EA		6,080.47
	Frozen Ground			2,625.00
	Admin/Engineering/Other			1,566.98
	Income Tax Surcharge			1,540.87
	Total Item Price			11,813.32

## Quotation #

### Customer

CITY OF LAUREL  
 PO BOX 10  
 LAUREL MT 59044

**Customer Contact:** CITY OF LAUREL  
**Customer Number:** 1074075

### Service Address

CITY OF LAUREL  
 1405 SEWER PLANT RD  
 LAUREL MT 59044

**Quotation No.** 25137733  
**Notification No.**

**Document Date** 01/10/2023  
**Quotation Valid To:** 05/10/2023

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	Items Total.....			29,349.49
	Total before Taxes			29,349.49
	Rounding			2.49-
	<b>Total Amount...</b>			29,347.00
	Please contact TAYLOR ERSKINE at 406-655-2539 if you have questions regarding this quote.  To schedule work, sign and return the Customer Agreement to NorthWestern Energy. If advance payment is also required prior to scheduling the installation, payment can be made at: -NorthwesternEnergy.com/PAYMYBILL -Paymentus (third party vendor) toll-free at 833-970-2262 for English or 833-970-2263 for Spanish. -Checking or saving account payments are limited to \$10,000. -Credit or debit card payments are limited to \$2,500 and a \$2.75 processing fee applies. -Customer service locations for check and cash payments  Please have your customer number, provided above, available when making a payment.			

**File Attachments for Item:**

8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Task Order And All Related Documents For The City Of Laurel Zoning Services By And Between The City Of Laurel And Klj Engineering, Inc.



**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE  
CITY OF LAUREL ZONING SERVICES BY AND BETWEEN THE CITY OF  
LAUREL AND KLJ ENGINEERING, INC.**

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

Section 1: Approval. The Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc., a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Task Order: City of Laurel Zoning Services

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5<sup>th</sup>, 2017 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- A. Effective Date of Task Order: January 24, 2023
- B. Owner: City of Laurel, MT
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): **City of Laurel Zoning Services**
- E. Specific Project (description): Zoning Services related to City of Laurel new Zoning Code

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:  
Set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:  
Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

### 5. Task Order Schedule

Planning services shall be completed within the timelines found in the applicable local regulations or Montana Law. It is anticipated that services will be provided "on-call" throughout the duration of the Agreement, upon request of Owner.

### 6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	-	-
a. Fixed Fee	\$67,000	Lump Sum
<b>TOTAL COMPENSATION (lines 1.a)</b>	<b>\$67,000</b>	<b>Lump Sum</b>
2. Additional Services (Part 2 of Exhibit A)	(tbd)	(tbd)

**7. Consultants retained as of the Effective Date of the Task Order:** None

**8. Other Modifications to Agreement and Exhibits:** None

**9. Attachments:**

Exhibit A – Engineer’s Services for Task Order

**10. Other Documents Incorporated by Reference:**

December 5, 2017, Agreement between Owner and Engineer for Professional Services, Task Order Edition

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER:

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

Print Name: \_\_\_\_\_

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

ENGINEER: KLJ Engineering LLC

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

Print Name: \_\_\_\_\_

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

Firm's Certificate No. (if required): \_\_\_\_\_

PEL-EF-LIC-37

State of: \_\_\_\_\_

Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard

Title: Director of Public Works

Address: PO Box 10  
Laurel, MT 59044

E-Mail Address: [kmarkegard@laurelmt.gov](mailto:kmarkegard@laurelmt.gov)

Phone: 406-628-4796

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Forrest Sanderson, AICP, CFM

Title: Senior Planner

Address: PO Box 80303  
Billings, MT 59108

E-Mail Address: forrest.sanderson@kljeng.com

Phone: 406-245-5499

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**Engineer's Services for Task Order No. 2204-01585: City of Laurel Zoning Services**

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**1. Background Data:**

- a. Effective Date of Task Order: January 24, 2023
- b. Owner: City of Laurel, MT
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: City of Laurel, Zoning Code Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

**PART 1 – BASIC SERVICES**

**A1.01 Zoning Services**

**A. Engineer shall:**

- 1. Review existing zoning regulations and issues listed by City Staff and Zoning Commission.
- 2. Attend kick off meeting with City Council and Zoning Commission.
- 3. Attend a maximum of 1 kickoff meeting, eight (8) Laurel Zoning Commission work sessions, and one (1) public hearing by Laurel Zoning Commission. A total of ten (10) meetings.
  - a. \*The kickoff meeting, work sessions, and public hearing comprise the total ten (10) meetings.
- 4. Prepare draft zoning regulations and official zoning map in accordance with Laurel Municipal Code Title 17: Zoning, Chapter 17.04 et. seq. and 76-2-301 et. seq. MCA for the public hearing by the Zoning Commission.
- 5. Prepare legal notice for publication of the Laurel Zoning Commission public hearing;
- 6. Attend one (1) work session and one (1) public hearing and first reading of the Laurel City Council to adopt the Ordinance adopting Zoning Regulations and Official zoning Map. Preparation of the Ordinance shall be the responsibility of the City.
- 7. Prepare legal notice for the public hearing and first reading of the Ordinance Adopting the Zoning Regulations and Official Zoning Map for the City of Laurel.
- 8. Provide ten (10) bound and one (1) electronic pdf copies of the final regulations and official zoning map after adoption.

**B. Deliverables:**

- 1. Meeting Minutes
- 2. Draft Zoning Regulations

3. Draft Zoning Map
4. Legal Notice for Hearings
5. Final Zoning Regulation (10 Copies)
6. Final Zoning Map (10 Copies)

## **PART 2 – ADDITIONAL SERVICES**

### **A1.01 Additional Services Requiring Owner's Written Authorization**

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
  1. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  3. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  6. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
    - c. preparation of appraisals;
    - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
    - e. detailed quantity surveys of materials, equipment, and labor; and
    - f. audits or inventories required in connection with construction performed or furnished by Owner.
  7. Furnishing services of Consultants for other than Basic Services.

8. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
9. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
10. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
11. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
12. Overtime work requiring higher than regular rates.
13. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
14. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02 Additional Services Not Requiring Owner's Written Authorization**

- B. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

**File Attachments for Item:**

9. Resolution - A Resolution Of The City Council Authorizing The Extension Of Approval Of Application For Special Review For J. Johnson Properties Pursuant To Resolution No. R22-07.



**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXTENSION OF  
APPROVAL OF APPLICATION FOR SPECIAL REVIEW FOR J. JOHNSON  
PROPERTIES PURSUANT TO RESOLUTION NO. R22-07.**

WHEREAS, the City of Laurel (hereinafter “the City”) previously approved the Application for Special Review (hereinafter “the Application”) for J. Johnson Properties (hereinafter “the Applicant”), pursuant to Resolution No. R22-07, on February 8, 2022;

WHEREAS, the approval of the Application was subject to conditions that have not yet been completed by the Applicant;

WHEREAS, the conditions included that “[c]onstruction of any improvements to the site and building must be completed within twelve (12) months of special review approval”;

WHEREAS, the conditions also specified that the Applicant could request an extension, if necessary;

WHEREAS, the Applicant needs additional time to complete the conditions, and the Applicant has requested a six (6) month extension from the City; and

WHEREAS, the City is agreeable to the Applicant’s request, by way of formally extending the provisions of Resolution No. R22-07 for an additional six (6) months from the date of the original Resolution.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the terms and conditions of Resolution No. R22-07 are hereby extended by six (6) months from the date of the original Resolution to allow the Applicant time to meet the conditions for approval of the Application for Special Review.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF LAUREL

---

Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

---

Michele L. Braukmann, Civil City Attorney



## JOHNSON RESTAURANT GROUP, INC

229 East 2nd St. Suite 200 (82601) | PO Box 50630 | Casper, WY 82605

PHONE 307.265.3029 | FAX 307.473.2909

January 10, 2023

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

Re: Resolution No. R22-07  
Request for Extension

Dear City Council.

We are requesting a 6 Month extension to Resolution No. R22-07 per Condition 3 for the remodel of 305 South 1<sup>st</sup> Avenue.

We have experienced delays in finding a contractor, but we fully intend to complete this project and open this business. We have received our blueprints and intend to actively pursue getting this project started as soon as possible.

Our goal is to submit the application for a building permit within 60 days.

We respectfully request this six month extension. Please contact us if you need more information or have further questions.

Sincerely,

John Johnson  
J Johnson Properties



## RESOLUTION NO. R22-07

### **A RESOLUTION OF THE CITY COUNCIL APPROVING AN APPLICATION FOR SPECIAL REVIEW FOR J. JOHNSON PROPERTIES AUTHORIZING THE OPERATION OF LUCKY LOUIE'S, A BAR AND CASINO, WITHIN AN EXISTING STRUCTURE LOCATED AT 305 SOUTH 1<sup>ST</sup> AVENUE, CITY OF LAUREL.**

WHEREAS, J. Johnson Properties ("Applicant"), submitted a Special Review Application for the above-described property which is currently zoned Highway Commercial (HC) and is located within the Community Entryway Zoning District (CEZD) within the City of Laurel; and

WHEREAS, the Applicant is the property owner who desires to renovate an existing structure located at 305 South 1<sup>st</sup> Avenue for the purpose of operating a bar and casino to be known as Lucky Louie's; and

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

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

1. Any applicable permits, including but not limited to building permits, sign permits, and right-of-way permits must be applied for within twelve (12) months of the approval.
2. A signage plan shall be provided to the Planning and Building Departments that conforms to the requirements of the Laurel Sign Code and signage requirements of the overlay districts wherein the property is located.
3. Construction of any improvements to the site and building must be completed within twelve (12) months of special review approval. Applicant may request an extension if necessary.
4. The operation of the business at the site shall not constitute a nuisance.
5. Any use of the property not specifically included in this approval or allowable within its underlying zoning district shall be deemed a violation of the laurel Zoning Code.
6. Any subsequent use or change of use associated with this special review shall submit additional documentation to the City for subsequent processing and approval or denial.

WHEREAS, a public hearing was held on February 8, 2022 at the City Council Meeting;

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

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the application for special review to allow the Applicant to operate a bar and casino on the property located at 305 South 1st Avenue, Laurel, Montana; and

BE IT FURTHER RESOLVED, that the approval of the application for special review is site specific to this address, and the approval granted herein is subject to the conditions listed in this resolution and the Staff Report.

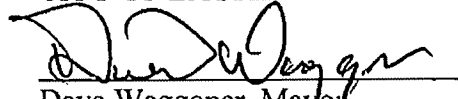
FINALLY, BE IT RESOLVED, the Application, Staff Report and all attachments thereto are hereby incorporated as part of this resolution.

Introduced at a regular meeting of the City Council on February 8, 2022, by Council Member Klose.

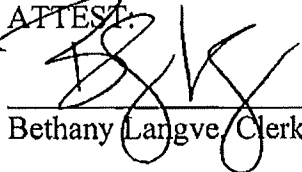
PASSED and APPROVED by the City Council of the City of Laurel this 8<sup>th</sup> day of February 2022.

APPROVED by the Mayor this 8<sup>th</sup> day of February 2022.

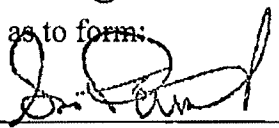
CITY OF LAUREL

  
Dave Waggoner, Mayor

ATTEST:

  
Bethany Langve, Clerk-Treasurer

Approved as to form:

  
Sam S. Painter, Civil City Attorney

## **RESOLUTION NO. R22-07**

### **A RESOLUTION OF THE CITY COUNCIL APPROVING AN APPLICATION FOR SPECIAL REVIEW FOR J. JOHNSON PROPERTIES AUTHORIZING THE OPERATION OF LUCKY LOUIE'S, A BAR AND CASINO, WITHIN AN EXISTING STRUCTURE LOCATED AT 305 SOUTH 1<sup>ST</sup> AVENUE, CITY OF LAUREL.**

WHEREAS, J. Johnson Properties ("Applicant"), submitted a Special Review Application for the above-described property which is currently zoned Highway Commercial (HC) and is located within the Community Entryway Zoning District (CEZD) within the City of Laurel; and

WHEREAS, the Applicant is the property owner who desires to renovate an existing structure located at 305 South 1<sup>st</sup> Avenue for the purpose of operating a bar and casino to be known as Lucky Louie's; and

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

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

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2. A signage plan shall be provided to the Planning and Building Departments that conforms to the requirements of the Laurel Sign Code and signage requirements of the overlay districts wherein the property is located.
3. Construction of any improvements to the site and building must be completed within twelve (12) months of special review approval. Applicant may request an extension if necessary.
4. The operation of the business at the site shall not constitute a nuisance.
5. Any use of the property not specifically included in this approval or allowable within its underlying zoning district shall be deemed a violation of the laurel Zoning Code.
6. Any subsequent use or change of use associated with this special review shall submit additional documentation to the City for subsequent processing and approval or denial.

WHEREAS, a public hearing was held on February 8, 2022 at the City Council Meeting;

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

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the application for special review to allow the Applicant to operate a bar and casino on the property located at 305 South 1st Avenue, Laurel, Montana; and

BE IT FURTHER RESOLVED, that the approval of the application for special review is site specific to this address, and the approval granted herein is subject to the conditions listed in this resolution and the Staff Report.

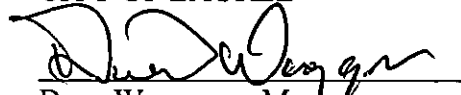
FINALLY, BE IT RESOLVED, the Application, Staff Report and all attachments thereto are hereby incorporated as part of this resolution.

Introduced at a regular meeting of the City Council on February 8, 2022, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 8<sup>th</sup> day of February 2022.

APPROVED by the Mayor this 8<sup>th</sup> day of February 2022.

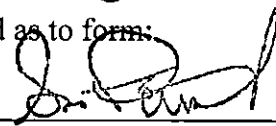
CITY OF LAUREL

  
Dave Waggoner, Mayor

ATTEST:

  
Bethany Langve, Clerk-Treasurer

Approved as to form:

  
Sam S. Painter, Civil City Attorney



## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT

**TO:** Laurel City-County Planning Board and Zoning Commission  
**FROM:** Nicholas Altonaga, Planning Director  
**PROJECT:** Special Review Application for Lucky Louie's (305 S. 1<sup>st</sup> Ave)  
**DATE:** December 3, 2021

### DESCRIPTION OF REQUEST

An application for Special Review was submitted by J Johnson Properties for the property at 305 S. 1<sup>st</sup> Avenue in Laurel. The property owner plans to renovate the currently vacant commercial building to operate a bar and casino. The property is located within the Highway Commercial (HC) zoning district, as well as the Community Entryway Zoning District (CEZD) and the SE 4<sup>th</sup> Street Overlay District. The Laurel Municipal Code requires all cocktail lounges, restaurants, bars and taverns located in the Highway Commercial (HC) zoning district to go through the Special Review process prior to the start of operations. An approval of the special review application would allow the operation of a cocktail lounge, bar, or tavern on the location in addition to the proposed casino.

**Owner:** J Johnson Properties LLC  
**Legal Description:** HAGEMAN SUBD, S16, T02 S, R24 E, BLOCK 4, Lot 15 - 18, W100' LTS 15-18 & 30' X 100' VAC 3RD ST S  
**Address:** 305 S 1<sup>st</sup> Ave, Laurel, MT 59044  
**Parcel Size:** 15,000sqft  
**Existing Land Use:** Commercial, currently vacant building  
**Proposed Land Use:** Casino and Bar with full-service liquor license.  
**Existing Zoning:** Highway Commercial (HC), Community Entryway Zoning District (CEZD), SE 4<sup>th</sup> Street Overlay District

### BACKGROUND AND PROCEDURAL HISTORY

- Autumn, 2020: Initial conversations begin between Planning Department and Louie Carranco, of Lucky Louie's (located at 117 E. Main Street) about relocating his business to 305 S. 1<sup>st</sup> Avenue.



- Intermittent discussions take place between Planning Department and Louie Carranco regarding the requirements for relocating his business to 305 S. 1<sup>st</sup> Ave.
- Planning Department review codes and provide clarification to Louie regarding the procedural requirements.
- September 8, 2021: Planning Department contacted by assistant for developer regarding the land use requirements of the property at 305 S. 1<sup>st</sup> Ave.
- September 9, 2021: Planning Department provide the codes and forms regarding the special review procedure including the application form, commercial zoning and use requirements, and schedule of fees.
- October 20, 2021: Special Review Application submitted to the Laurel Planning Department.
- December 15, 2021: Public Hearing scheduled at the Planning Board and Zoning Commission for the Special Review.

#### STAFF FINDINGS

- The applicant has submitted an application for the operation of a bar and tavern at the property of 305 S 1<sup>st</sup> Avenue in conjunction with the operation of a casino.
- The application contains all the necessary information to move forward to review by Planning Board and City Council.
- The proposed used of the building as a bar and/or tavern conforms with a previous use as a restaurant that offered beer and wine to customers.
- The building is located in close proximity to other establishments operating as casinos with beverage licenses.
- The applicant seeks to relocate their current gaming and bar operation from 117 E. Main St. to 305 S. 1<sup>st</sup> Ave.
- The applicant seeks to renovate a currently vacant commercial building and place it into productive use.

#### PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

*LMC 17.68 – Special Review Procedures, contains the review criteria for the decision-making process for Special Review applications.*

- A. *After presentation to the zoning commission of the request for special review by the applicant, the zoning commission shall make a recommendation to the city council to:*
  1. *Grant the application for special review;*
  2. *Deny the application;*
  3. *Delay action on the application for a period not to exceed thirty days; or*
  4. *Grant the application subject to conditions and recommendations and give the reasons therefor.*
- B. *Before approving a special review use, the zoning commission shall find that the contemplated use(s):*

1. *Complies with all requirements of this section;*
2. *Is consistent with the objectives and purposes of this title and the Laurel comprehensive planning process;*
3. *Is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;*
4. ***Further the zoning commission shall consider and may impose modifications or conditions concerning, but not limited to the following:***
  - a. *Street and road capacity,*
  - b. *Ingress and egress to adjoining streets,*
  - c. *Off-street parking,*
  - d. *Fencing, screening and landscaping,*
  - e. *Building bulk and location,*
  - f. *Usable open space,*
  - g. *Signs and lighting,*
  - h. *Noise, vibration, air pollution and similar environmental influences.*

*The following actions are to be taken by City Council:*

**17.68.50 - City council action.**

- A. *Before taking action on an application for special review, and after presentation of the zoning commission's report, the city council may hold a public hearing on the application.*
- B. *The zoning commission may recommend to the council whether to hold a public hearing or not. In the event the city council holds its own public hearing on the application, then the recommendations of the zoning commission and the notice of public hearing before the city council shall both be published twice in the newspaper of general circulation in the jurisdictional area of the Laurel-Yellowstone city-county planning board with the first publication being at least fifteen days prior to the hearing.*

## RECOMMENDATIONS

The Planning Director recommends the Planning Board and Zoning Commission approve the Special Review with the following conditions:

1. Any applicable permits, including but not limited to building permits, sign permits, and right-of-way permits must be applied for within twelve (12) months of special review approval.
2. A signage plan shall be provided to the Planning Department and Building Department that conforms to the requirements of the Laurel Sign Code and signage requirements of the overlay districts wherein the property is located.
3. Construction of any improvements to the site and building must be completed within twelve (12) months of special review approval with the ability to request an extension.
4. The operation of the site shall not be done in such a manner as to be a nuisance.

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

#### **ATTACHMENTS**

1. *Special Review Application Packet and Form*
2. *Site Overview*
3. *Adjacent Property Owners List (300ft)*
4. *Adjacent Property Owners Map (300ft)*
5. *Mailing Labels*
6. LMC 17.68 – Special Review Procedures
7. Public Notice for Special Review Public Hearing

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

# City of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the City Planner

## Application for Special Review

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

Applicant: Tavern Partners, Inc. dba Lucky Louie's Tavern and Casino  
Legal Description: HAGEMAN SUBD. S16, T02 S, R24 E, BLOCK 4, Lot 15 - 18, W100' LTS 15-18 & 30' X 100' VAC 3RD ST S  
General Address: 305 S 1<sup>st</sup> Ave; Laurel, MT 59044  
Owner of Tract: J Johnson Properties, LLC  
Mailing Address: PO Box 50630; Casper, WY 82605-0630  
Phone Number: 307-265-3029  
Email Address: accounting@jrgrestaurants.com

### General Description of the requested Special Review:

We want to relocate our business from 117-1/2 E. Main St; Laurel, MT 59044 to 305 S. 1<sup>st</sup> Ave; Laurel, MT 59044. Our business includes a Liquor license and a Gambling license.

### Timeline for development:

Once this zoning issue has been settled, the remodel of the property will begin. The remodel will take approximately 6 months to complete.

### Attachments:

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

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*John V. Johnson*  
10/20/11

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

# City of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the City Planner

## Instructions for Special Review Applications

Special Review applications are reviewed by the Laurel City-County Planning Board, which acts as the City Zoning Commission for Special Reviews. The Zoning Commission shall make a recommendation to the Laurel City Council for final approval, approval with conditions, or denial of the application. The City Council has the final authority to grant or deny application requests.

1. Applications must be received on or before the 1<sup>st</sup> of the month to be considered at the following month's meeting.
2. Application forms and supporting documents must be completely filled out, printed legibly or typed, with sufficient detail for the Zoning Commission and City Council to make a decision on the matter.
3. If new construction or a change in the use of the property is contemplated, building and/or development plans shall be submitted with the application.
4. Applications must be submitted to the Planning Department with the applicable fee as noted in the most recent Schedule of Fees.
5. A public hearing is required to be held for all Special Review applications.
6. The City will notify all property owners listed within the 300-foot radius and a legal ad will be published at least 15 days prior to the public hearing.
7. The Laurel Zoning Commission meets the 3<sup>rd</sup> Wednesday of the month at 5:35PM at the Laurel City Council Chambers. The applicant or a representative of the applicant must be present at the public hearing.
8. Recommendations of the Laurel City-County Planning Board shall be provided to the Laurel City Council for their review and final Approval, Conditional Approval, or Denial of the application.

October 20, 2021

City of Laurel

Application For Special Review for Tavern Partners, Inc. dba Lucky Louie's Tavern & Casino

RE: Justification Letter

In regard to the attached Application for Special Review for the City of Laurel, MT, we request that the zoning with respect to the property located at 305 S. 1<sup>st</sup> Ave, Laurel, MT 59044 be reviewed. We understand that the zoning for the property currently allows gambling establishments, but does not allow alcoholic beverage businesses. We ask that the zoning be updated to allow alcoholic beverage businesses.

Tavern Partners, Inc. dba Lucky Louie's Tavern & Casino currently operates at 117-1/2 E. Main St, Laurel, MT 59044. The operation consists of alcoholic beverage service and operates 14 gaming machines on the premises. The property is leased from 117 Properties, LLC.

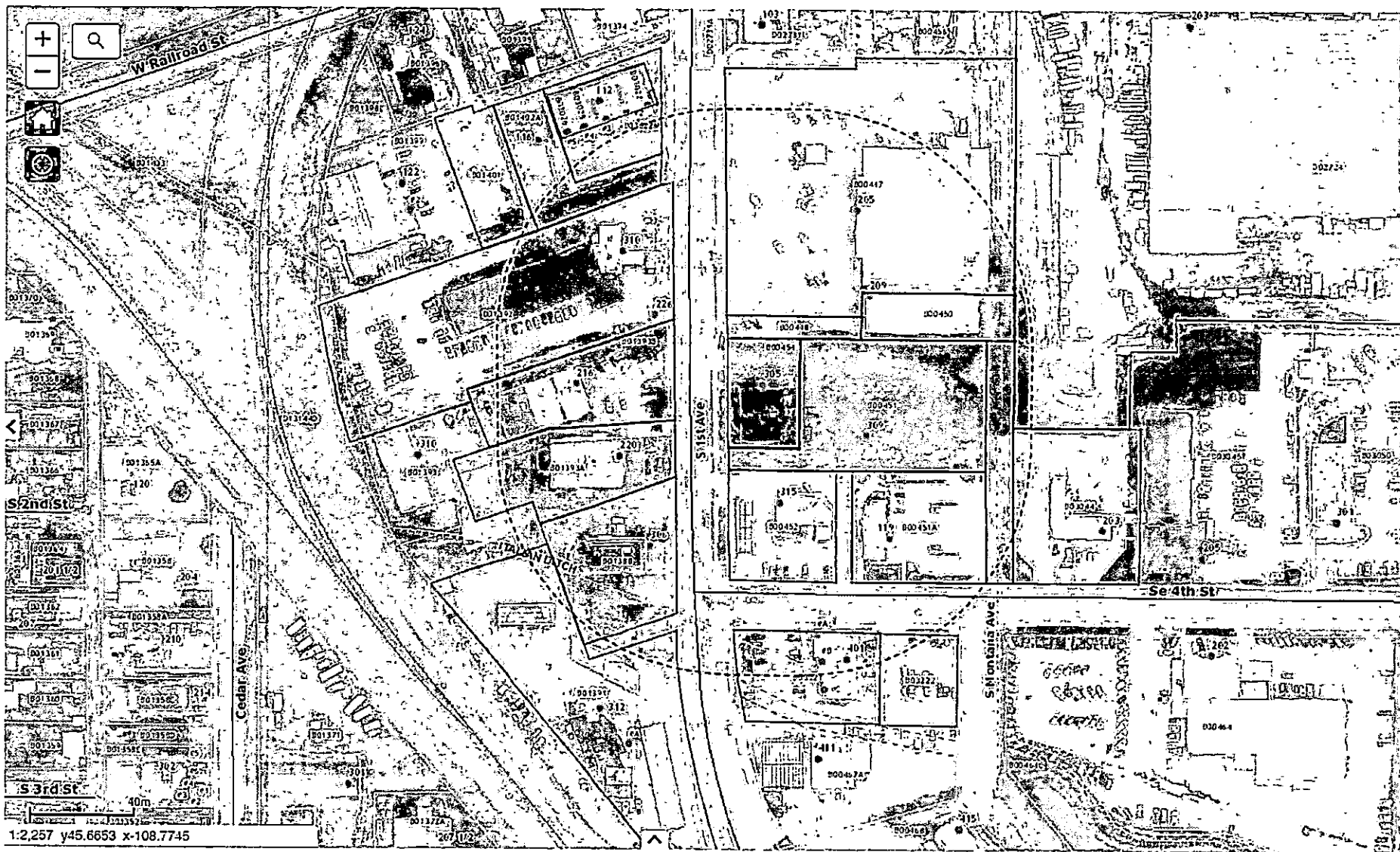
Tavern Partners would like to relocate its business to the 305 S. 1<sup>st</sup> Ave property, owned by J Johnson Properties, LLC. However, to do so, the property zoning needs to allow alcoholic beverage service. We believe the new property is in a better location and will help increase business revenues.

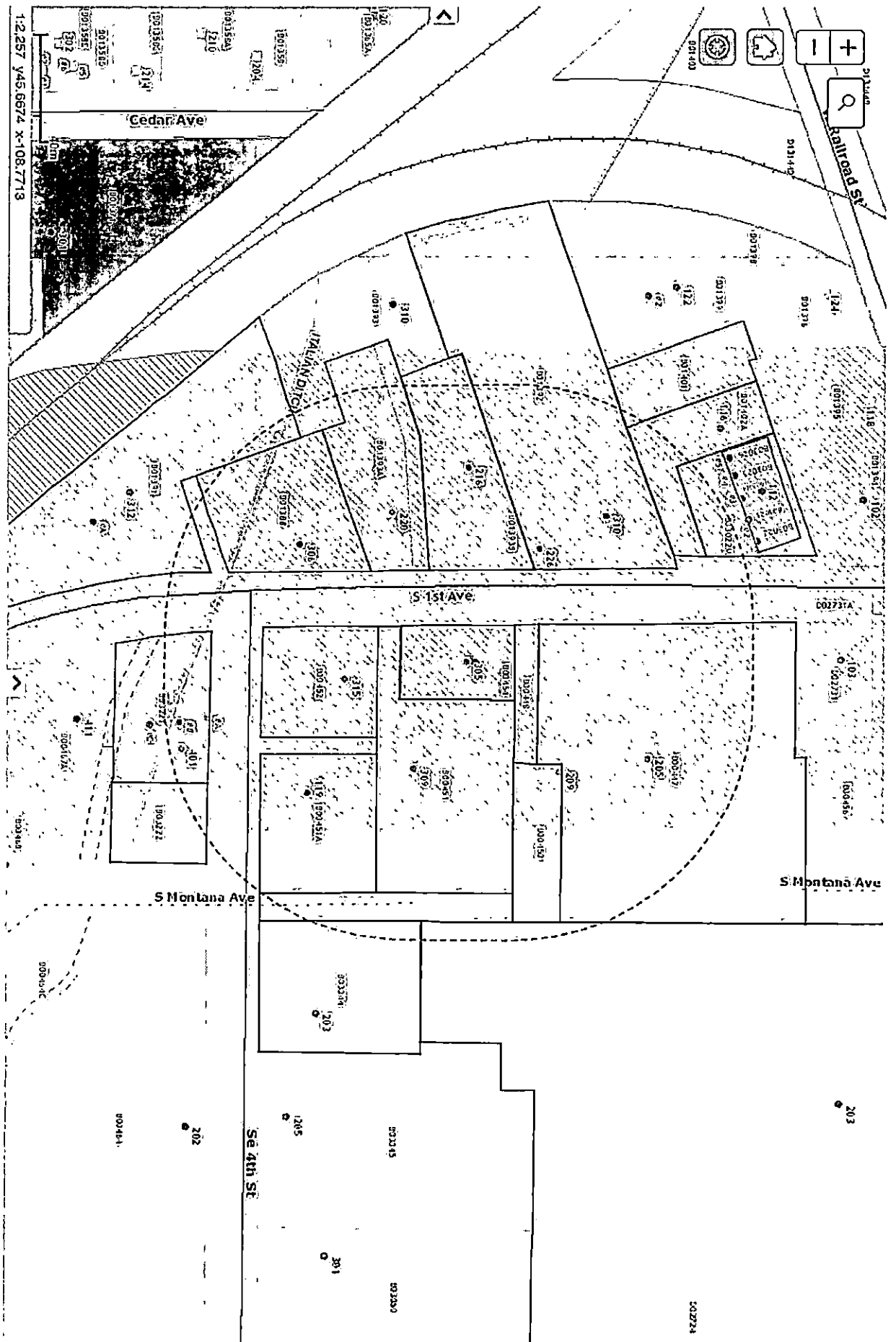
Ownership of the businesses in question are as follows:

- 1) Tavern Partners, Inc. dba Lucky Louie's Tavern & Casino
  - a. Louis J. Carranco – 50%  
2233 Interlachen  
Billings, MT 59105
  - b. John D. Johnson – 50%  
1917 Rustic Ct  
Casper, WY 82609
- 2) J Johnson Properties, LLC (100% owner of 305 S. 1<sup>st</sup> Ave., Laurel, MT 59044)
  - a. John D. Johnson – 50%  
1917 Rustic Ct  
Casper, WY 82609
- 3) 117 Properties, LLC (100% owner of 117 E. Main St., Laurel, MT 59044)
  - a. Louis J. Carranco – 50%  
2233 Interlachen  
Billings, MT 59105
  - b. John D. Johnson – 50%  
1917 Rustic Ct  
Casper, WY 82609

Thank you.

Regards.....Louis J. Carranco and John D. Johnson







Owner name	Tax Code	Legal Description	Address
MARVIN DEVELOPMENT OF MONTANA LLC	B00451A	HAGEMAN SUBD, S16, T02 S, R24 E, BLOCK 4, Lot 6 - 9, & LT 19 BLK 4 HAGEMAN SUB *	119 SE 4TH ST
J JOHNSON PROPERTIES LLC	B00454	HAGEMAN SUBD, S16, T02 S, R24 E, BLOCK 4, Lot 15 - 18, W100' LTS 15-18 & 30' X*	305 S 1ST AVE
TOWN & COUNTRY SUPPLY ASSOCIATION	B00452	HAGEMAN SUBD, S16, T02 S, R24 E, BLOCK 4, Lot 10 - 13, & LT 20 BLK 4 HAGEMAN S*	315 S 1ST AVE
WENDAUREL LLC	B00451	HAGEMAN SUBD, S16, T02 S, R24 E, BLOCK 4, Lot 1 - 5, LT14, E40' LTS15-18, VAC A*	309 S 1ST AVE
SUPERPUMPER INC	B00448	HAGEMAN SUBD, S16, T02 S, R24 E, BLOCK 1, Lot 3, AMD	S 1ST AVE
WELLS, COLLEEN A &	B00450	S16, T02 S, R24 E, C.O.S. 1752, PARCEL B, & C	209 S 1ST AVE
ABS MT-O LLC	B00447	HAGEMAN SUBD, S16, T02 S, R24 E, BLOCK 1, Lot 1 - 2, & LT 4 AMD (I-656 LOCATED*	205 S 1ST AVE
FOX LUMBER SALES INC	D02724	S16, T02 S, R24 E, C.O.S. 1423, PARCEL A1A1, AMND A1A 19.120 ACRES	203 E RAILROAD ST
S&G COMMERCIAL HOLDINGS LLC	B03044	CANYON CREEK STATION SUBD, S16, T02 S, R24 E, Lot 1, (98)	203 SE 4TH ST
INNOVATIVE PROPERTIES LLC	B03221	HAGEMAN SUBD 5TH FIL (07), S16, T02 S, R24 E, BLOCK 1, Lot 1, 22000 SQUARE FEET	401 S 1ST AVE
INNOVATIVE PROPERTIES LLC	B03222	HAGEMAN SUBD 5TH FIL (07), S16, T02 S, R24 E, BLOCK 1, Lot 2, 11887 SQUARE FEET	S 1ST AVE
LAUREL 1 RE2 LLC	B01391	EAST YELLOWSTONE SUBD, S16, T02 S, R24 E, BLOCK 29, Lot 7 - 21, ADJ VAC ALLEY &*	312 S 1ST AVE
LAUREL 2 RE LLC	B01388	EAST YELLOWSTONE SUBD, S16, T02 S, R24 E, BLOCK 29, Lot 1 - 6, & ADJ 30 FT ABND*	306 S 1ST AVE
PEKOVICH, GREG & BECKY	B01393B	EAST YELLOWSTONE SUBD, S16, T02 S, R24 E, BLOCK 30, Lot 37, AMD (09) (I00791*	216 S 1ST AVE
LOCOMOTIVE INN & CASINO INC	B01392	EAST YELLOWSTONE SUBD, S16, T02 S, R24 E, BLOCK 30, Lot 18A, (09)	310 S 1ST AVE
JOE-JOE'S LLC	B01393A	EAST YELLOWSTONE SUBD, S16, T02 S, R24 E, BLOCK 30, Lot 27A, & LT 35 AMND & W30*	220 S 1ST AVE
LOCOMOTION FITNESS CENTER INC	B01401	EAST YELLOWSTONE SUBD, S16, T02 S, R24 E, BLOCK 31, Lot 26 - 28, & N30 FT ABND *	
STOKKE, SAMUEL & LORNA	B01402A	EAST YELLOWSTONE SUBD, S16, T02 S, R24 E, BLOCK 31, Lot B, AMD & ADJ VAC S 2ND *	116 S 1ST AVE
PIONEER PLAZA CONDOMINIUM	B03022M	PIONEER PLAZA CONDOS (84), S16, T02 S, R24 E, MASTER CARD LOC @ LT A BLK 31 E*	112 S FIRST AVE

NOTE: This is the list of all properties within 300 feet of our property at 305 S. 1st Ave., Laurel, MT 59044. It was prepared by Nick Altonaga, the Planning Director for the City of Laurel.

## Jim Hinton

---

**From:** John Atkinson <[john@atarchitecture.com](mailto:john@atarchitecture.com)>  
**Sent:** Thursday, September 30, 2021 9:11 AM  
**To:** Jim Hinton  
**Cc:** John Johnson  
**Subject:** Re: City of Laurel Special Review  
**Attachments:** FloorPlan.pdf; SitePlan.pdf

Hi Jim,

Attached are the plan on 8.5x11 and the ~~site plan on 11x17 that are requested. This should be good for the site map/site plan mentioned.~~ Usually the city provides the names and addresses of the property owners within 300', so I would check with them on that.

I'm not a surveyor, so I'm not sure I can do anything with the survey affidavit. Please let me know if I can help with anything else.

thanks,

John Atkinson  
AT Architecture  
p 406.245.2724  
cell 406.697.0651  
[john@atarchitecture.com](mailto:john@atarchitecture.com)

On 9/28/2021 1:15 PM, Jim Hinton wrote:

John,

I have attached all the documents our attorney needs us to have completed.

On page 1, I have completed what I could. I do not yet know the "Timeline for development", but will have that later.

This page says we need a "Site Map", "Site Plan", "Map of properties within 300 feet", and "Names and addresses of these property owners".

Page 3 is the "Certified Survey Affidavit".

Pages 4 through 10 are printouts that I got on the Yellowstone County Assessor's website concerning the property we will be moving to -- 305 S. 1<sup>st</sup> Ave.

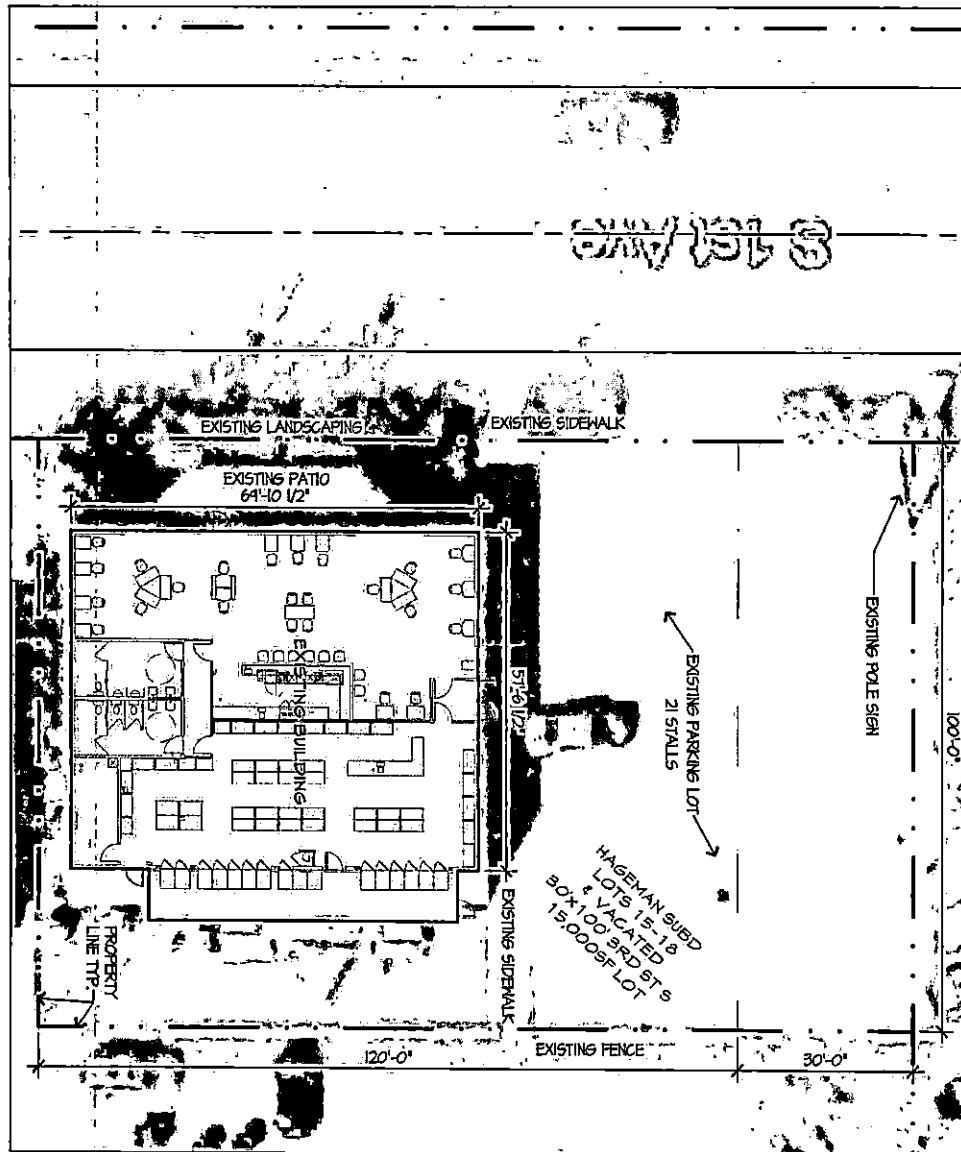
Page 11 states that we need a floor plan (I will take care of the lease).

The remaining pages came from our attorney, including ordinances and fees, for your information.

Let me know if you have any questions for me or John Johnson.

Thank you.

Regards,



NORTH  
 →

ABS MT-O LLC B00447 205 S 1ST AVE LAUREL, MT 59044	ABS MT-O LLC B00447 205 S 1ST AVE LAUREL, MT 59044	ABS MT-O LLC B00447 205 S 1ST AVE LAUREL, MT 59044
FOX LUMBER SALES INC D02724 203 E RAILROAD ST LAUREL, MT 59044	FOX LUMBER SALES INC D02724 203 E RAILROAD ST LAUREL, MT 59044	FOX LUMBER SALES INC D02724 203 E RAILROAD ST LAUREL, MT 59044
INNOVATIVE PROPERTIES LLC B03221 B03222 2040 CLAIM CREEK RD BOZEMAN, MT 59715-6718	INNOVATIVE PROPERTIES LLC B03221 B03222 2040 CLAIM CREEK RD BOZEMAN, MT 59715-6718	INNOVATIVE PROPERTIES LLC B03221 B03222 2040 CLAIM CREEK RD BOZEMAN, MT 59715-6718
J JOHNSON PROPERTIES LLC B00454 305 S 1ST AVE LAUREL, MT 59044	J JOHNSON PROPERTIES LLC B00454 305 S 1ST AVE LAUREL, MT 59044	J JOHNSON PROPERTIES LLC B00454 305 S 1ST AVE LAUREL, MT 59044
JOE-JOE'S LLC B01393A 220 S 1ST AVE LAUREL, MT 59044	JOE-JOE'S LLC B01393A 220 S 1ST AVE LAUREL, MT 59044	JOE-JOE'S LLC B01393A 220 S 1ST AVE LAUREL, MT 59044
LAUREL 1 RE2 LLC B01391 312 S 1ST AVE LAUREL, MT 59044	LAUREL 1 RE2 LLC B01391 312 S 1ST AVE LAUREL, MT 59044	LAUREL 1 RE2 LLC B01391 312 S 1ST AVE LAUREL, MT 59044
LAUREL 2 RE LLC B01388 306 S 1ST AVE LAUREL, MT 59044	LAUREL 2 RE LLC B01388 306 S 1ST AVE LAUREL, MT 59044	LAUREL 2 RE LLC B01388 306 S 1ST AVE LAUREL, MT 59044
LOCOMOTION FITNESS CENTER INC B01401 122 S 1ST AVE LAUREL, MT 59044	LOCOMOTION FITNESS CENTER INC B01401 122 S 1ST AVE LAUREL, MT 59044	LOCOMOTION FITNESS CENTER INC B01401 122 S 1ST AVE LAUREL, MT 59044
LOCOMOTIVE INN & CASINO INC B01392 310 S 1ST AVE LAUREL, MT 59044	LOCOMOTIVE INN & CASINO INC B01392 310 S 1ST AVE LAUREL, MT 59044	LOCOMOTIVE INN & CASINO INC B01392 310 S 1ST AVE LAUREL, MT 59044
MARVIN DEVELOPMENT OF MONTANA B00451A 119 SE 4TH ST LAUREL, MT 59044	MARVIN DEVELOPMENT OF MONTANA B00451A 119 SE 4TH ST LAUREL, MT 59044	MARVIN DEVELOPMENT OF MONTANA B00451A 119 SE 4TH ST LAUREL, MT 59044

PEKOVICH, GREG & BECKY B01393B 216 S 1ST AVE LAUREL, MT 59044	PEKOVICH, GREG & BECKY B01393B 216 S 1ST AVE LAUREL, MT 59044	PEKOVICH, GREG & BECKY B01393B 216 S 1ST AVE LAUREL, MT 59044
PIONEER PLAZA CONDOMINIUM B03022M 112 S FIRST AVE LAUREL, MT 59044	PIONEER PLAZA CONDOMINIUM B03022M 112 S FIRST AVE LAUREL, MT 59044	PIONEER PLAZA CONDOMINIUM B03022M 112 S FIRST AVE LAUREL, MT 59044
S&G COMMERCIAL HOLDINGS LLC B03044 203 SE 4TH ST LAUREL, MT 59044	S&G COMMERCIAL HOLDINGS LLC B03044 203 SE 4TH ST LAUREL, MT 59044	S&G COMMERCIAL HOLDINGS LLC B03044 203 SE 4TH ST LAUREL, MT 59044
STOKKE, SAMUEL & LORNA B01402A 116 S 1ST AVE LAUREL, MT 59044	STOKKE, SAMUEL & LORNA B01402A 116 S 1ST AVE LAUREL, MT 59044	STOKKE, SAMUEL & LORNA B01402A 116 S 1ST AVE LAUREL, MT 59044
SUPERPUMPER INC B00448 411 S 1ST AVE LAUREL, MT 59044	SUPERPUMPER INC B00448 411 S 1ST AVE LAUREL, MT 59044	SUPERPUMPER INC B00448 411 S 1ST AVE LAUREL, MT 59044
TOWN & COUNTRY SUPPLY ASSOCIATION B00452 315 S 1ST AVE LAUREL, MT 59044	TOWN & COUNTRY SUPPLY ASSOCIATION B00452 315 S 1ST AVE LAUREL, MT 59044	TOWN & COUNTRY SUPPLY ASSOCIATION B00452 315 S 1ST AVE LAUREL, MT 59044
WELLS, COLLEEN A & B00450 209 S 1ST AVE LAUREL, MT 59044	WELLS, COLLEEN A & B00450 209 S 1ST AVE LAUREL, MT 59044	WELLS, COLLEEN A & B00450 209 S 1ST AVE LAUREL, MT 59044
WENDAUREL LLC B00451 309 S 1ST AVE LAUREL, MT 59044	WENDAUREL LLC B00451 309 S 1ST AVE LAUREL, MT 59044	WENDAUREL LLC B00451 309 S 1ST AVE LAUREL, MT 59044
Laurel Planning Department 115 W. 1 <sup>st</sup> St. Laurel, MT 59044	Laurel Planning Department 115 W. 1 <sup>st</sup> St. Laurel, MT 59044	Laurel Planning Department 115 W. 1 <sup>st</sup> St. Laurel, MT 59044
Laurel Planning Department 115 W. 1 <sup>st</sup> St. Laurel, MT 59044	Laurel Planning Department 115 W. 1 <sup>st</sup> St. Laurel, MT 59044	Laurel Planning Department 115 W. 1 <sup>st</sup> St. Laurel, MT 59044

## **PUBLIC HEARING NOTICE**

The Laurel City-County Planning Board and Zoning Commission will conduct a public hearing on a Special Review Application submitted by Tavern Partners, DBA Lucky Louie's Tavern and Casino. The Planning Board has scheduled the public hearing for **5:35 P.M., in the City Council Chambers at City Hall, 115 West 1st Street, Laurel, Montana, on Wednesday, December 15, 2021.**

Tavern Partners plans to relocate the current Lucky Louie's Tavern from its location at 117 E. Main Street to 305 S. 1<sup>st</sup> Avenue. A Special Review Approval by the City Council is required for any cocktail lounge, restaurant, bar, or tavern within the Highway Commercial (HC) zoning district that the property in questions is located.

Additionally, the City Council shall schedule a subsequent public hearing to make a final decision on the Special Review application after Planning Board has met and submitted their recommendations to the City Council.

Public comment is encouraged and can be provided in person at the public hearing on **December 15th.** Public comment can also be made via email to the Planning Director, or via letter to the Planning Department office at 115 West 1<sup>st</sup> Street Laurel, MT 59044. A copy of the Special Review Application and supporting documentation is available for review upon request at the Planning Department office. Questions regarding this public hearing may be directed to the Planning Director at 628.4796 ext. 5302, or via email at [cityplanner@laurel.mt.gov](mailto:cityplanner@laurel.mt.gov).

## Chapter 17.68 - SPECIAL REVIEW PROCEDURE

### Sections:

#### 17.68.010 - Purpose of provisions.

Although each zoning district is primarily intended for a predominant type of use, there are a number of uses which may or may not be appropriate in a particular district depending upon all the circumstances of the individual case. For example, the location, nature of the proposed use, the character of the surrounding development, traffic capacities of adjacent streets, and potential environmental effects, all may indicate that the circumstances of the development should be individually reviewed. It is the intent of this section to provide a system of review of such uses so that the community is assured that the uses are compatible with their locations and with surrounding land uses, and will further the purpose of this title and the objectives of the Laurel comprehensive planning process.

(Prior code § 17.88.010)

#### 17.68.020 - Application requirements.

An application for a special review may be filed by the property owner, contract purchaser, or his authorized agent. The application shall be filed with the zoning commission secretary and shall be submitted under the following conditions:

- A. The application shall include, but not be limited to the following information:
  - 1. A legal and general description of the tract(s) upon the special review use is sought;
  - 2. A map showing the dimensions, acreage and location of the tract(s);
  - 3. The name and addresses of the owner(s) of the tract(s) and their agents, if any and the names and addresses of property owners of record within three hundred feet of the property for which a special review has been requested; such list of property owners shall be so certified by the county clerk and recorder's office;
  - 4. A site plan showing major details of the proposed development including but not limited to, the location of proposed and existing buildings and structures; off-street parking and loading; service and refuse areas; means of ingress and egress; landscaping; screening; signs and open space areas;
  - 5. A time schedule for development;
  - 6. Any other information the applicant believes will support his request.
- B. An application for a special review shall be made on or before five p.m. of the first day of the month preceding the date of the public hearing before the zoning commission. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following day before five p.m.

(Ord. 94-15, 1994; prior code § 17.88.020)

#### 17.68.030 - Evaluation responsibility—Consultation—Notification.

The planning director, upon receiving an application for a special review of an area or a particular place of property shall do the following:

- A. Consult with other departments of the city or county to fully evaluate the impact of any special review upon public facilities and services including, but not limited to schools, drainage, traffic and related facilities;
- B. Study each application with reference to its appropriateness and effect on existing and proposed land use, and references to the comprehensive plan;
- C. Advertise twice in a newspaper of general circulation in the jurisdictional of the Laurel-Yellowstone city-county planning board at least fifteen days in advance of the time and place of the public hearing;
- D. Notify, by mail, the applicant or his authorized agent at least five days prior to the date of the public hearing of the time and place of such hearing;
- E. Notify, by mail, all property owners within three hundred feet of the exterior boundaries of the property subject to the special review of the time, date, place of the public hearing and the existing and proposed classification. Further, he may notify property owners within a radius of more than three hundred feet if he determines that the proposed use of the property would have a substantial environmental impact on surrounding land uses;
- F. After the public hearing and as part of the public record, the planning director shall report his findings, conclusions and recommendations to the zoning commission.

(Ord. 94-16, 1994; prior code § 17.88.030)

#### 17.68.040 - Zoning commission action.

- A. After presentation to the zoning commission of the request for special review by the applicant, the zoning commission shall make a recommendation to the city council to:
  - 1. Grant the application for special review;
  - 2. Deny the application;
  - 3. Delay action on the application for a period not to exceed thirty days; or
  - 4. Grant the application subject to conditions and recommendations and give the reasons therefor.
- B. Before approving a special review use, the zoning commission shall find that the contemplated use(s):
  - 1. Complies with all requirements of this section;
  - 2. Is consistent with the objectives and purposes of this title and the Laurel comprehensive planning process;
  - 3. Is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;
  - 4. Further the zoning commission shall consider and may impose modifications or conditions concerning, but not limited to the following:
    - a. Street and road capacity,
    - b. Ingress and egress to adjoining streets,
    - c. Off-street parking,
    - d. Fencing, screening and landscaping,
    - e. Building bulk and location,
    - f. Usable open space,
    - g. Signs and lighting,
    - h. Noise, vibration, air pollution and similar environmental influences.

(Ord. 94-17, 1994; Ord. 953, 1989; prior code § 17.88.040)



**17.68.050 - City council action.**

- A. Before taking action on an application for special review, and after presentation of the zoning commission's report, the city council may hold a public hearing on the application.**
- B. The zoning commission may recommend to the council whether to hold a public hearing or not. In the event the city council holds its own public hearing on the application, then the recommendations of the zoning commission and the notice of public hearing before the city council shall both be published twice in the newspaper of general circulation in the jurisdictional area of the Laurel-Yellowstone city-county planning board with the first publication being at least fifteen days prior to the hearing.**

**(Ord. 94-18, 1994; prior code § 17.88.050)**



**MINUTES  
CITY OF LAUREL  
CITY/COUNTY PLANNING BOARD  
WEDNESDAY, DECEMBER 15, 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  
Gavin Williams  
Evan Bruce  
Roger Giese  
Dan Koch  
Judy Goldsby  
Nick Altonaga (City of Laurel)

The Chair announced the agenda change to place Chens Express before the North Western Energy Discussion.

**General Items**

**2. Approve Meeting Minutes: November 17, 2021**

Board members reviewed the minutes.

Ron Motioned to Approve the minutes from the meeting on November 17, 2021.  
Evan Seconded.  
Motion Carried.

**3. Public Hearing: Lucky Louie's Special Review**

The Chair called for Proponents.  
The Chair called for Proponents.

John Johnson, 1917 Rusting Court, Casper, Wyoming.

Owner of the Building, and also a partner of Louis Carrano with Tavern Partners.

Want to speak in favor of the project. Would like to have the 3<sup>rd</sup> condition of approval be changed to "Have started within 6 months of special review approval."

Another issue with the timeframe is that we still have to have approval by the state. The Department of Justice and the State need to sign off and approve it as well.

Ron: Will there be any food service?

John: Very limited kitchen and food service. Want to make sure that it will be limited to bar and casino and not a bar, casino, restaurant. It will be very limited, not a restaurant with full service. Limited service area of about 8 seats.

Roger: One of the recommendations and discussion items has it as ingress and egress. Will there be additional ingress and egress created to the neighboring site?

None planned at this time. No major site work is being done.

The Bar in this location will be a service bar, not a full-on bar for customers. It will have full beverage service available but limited seating.

Judy: What will the hours of operation be?  
Hours of operation will be 8am-12am.

Ron: The Bar downtown will close? What will be done with it?

John: We have a verbal agreement with a gentleman down the street who will take over the space.

The Chair Called for Proponents.

The Chair called for Opponents.  
The Chair called for Opponents.  
The Chair called for Opponents.

There being none, the Chair closed the public hearing.

Forrest Sanderson, KLJ: Suggest taking up the 1-year limit and impose the ability of an extension.

Board members discussed amending the recommendation of a 1-year development timeframe.

Gavin Motioned to Approve the Special Review for Lucky Louie's with the amended Recommendations as discussed.  
Evan Seconded.

Roger Giese Opposed.

Motion Carried.

#### 4. Plan Review: City-Brew / Chen's Express

Nick Presented the amended plan for the City Brew / Chens Express

Ron: Will there be a pedestrian walkway to the ATM? This is very problematic as not everyone has a car. Also problematic for Larger vehicles heading into the parking areas.

Ron: Trash Enclosure? Nick explained the encroachment permit that was approved last night

Ron: Parking issues, ATM Island, and multiple lanes of traffic will be very problematic. I think cars are going to get all over.

Can we put an addendum that the Police won't have to attend to any accidents here? Not sure how they will deal with traffic here.

Where is the overflow parking for large vehicles or how will the developer deal with vehicles with trailers?

Ron Motioned to table the plan review until January and invite the developer to present it then.

Jon Seconded.

Motion Carried.

## 5. Staff Update

The Planning Director announced that his last day with the city of Laurel will be January 21<sup>st</sup>, 2022.

Karen Courtney the Building Official will be taking over the day to day items with Forrest Sanderson at KLJ assisting with the larger projects.

## 6. Discussion: Northwestern Energy Zone Change

Ron Motioned to Adjourn the meeting to hold a work session.

Evan Seconded.

Motion Carried.

Meeting adjourned at 6:05pm.

Ron recommended to send our standing decision back to City Council. We should not be forced to make the decision.

Ron left the meeting due to a prior engagement.

Forrest Sanderson, KLJ. Inc. was present to summarize the findings regarding the NW Energy Zone Change.

You have a comprehensive record. We did not yet address the statutory criteria in the MCA. (Just those in the LMC). We MUST address the items in MCA regarding the zone change. There is no proof that those 11 items were addressed.

In 32 years, it is the first time a AGB has decided to NOT go through the official process and build the record. Through a quick run-back through the record I have prepared a comprehensive list of findings for each. The public is entitled and should be invited to participate in the public process and the findings.

Even through a quick search we have prepared a significant list. I recommended that the City Council remand the review of the item to the Planning Board. We must review the Zone Change criteria and findings and adopt conclusions.

We must prove that we have reviewed the record, we have reviewed the findings, and can state that our decision is based upon those.

Tasking for Nick: Is NWE still interested in the zone change process?  
They must affirm or drop the zone change.

If they don't respond to us, assume they are still interested. We must invite them to the Public Hearing in January.

Request to the Board is in two parts:

1. I need you to review the record (Summary of findings)
2. If you have additional findings, SEND THEM TO NICK

We want to have all findings available for the Public Hearing. Charge the public: Review the summary of findings, email Nick with any further findings. We will come to a conclusion for each and every one of those 11 questions.

Next issue to address: After the public hearing, Councilman McGee. Councilman McGee asked the question whether the Council or Commissioners were the appropriate body. Who is the appropriate body? There is a statutory process for amending the zoning jurisdiction and it has not been followed.

Does the City of Laurel have the legal authority to assign zoning?  
The City Attorney is going to have to make a decision on that.

It does not matter who the appropriate governing body is, but this is the planning board that has the power over this portion of review process. That is crystal clear. No matter who the governing body is, they will review the findings and conclusions prepared by the Laurel City-County Planning Board. Going through the findings and public process shall show that we completed our requirements.

Does the Board have any questions for it?

Dan: Doesn't the City have authority 1-mile out for zoning?

Forrest: There are some specific prohibitions for zoning outside city limits. There are some specifics for the zoning area.

Dan: Maybe there were some things that were done wrong in the past.

The answers we find for this item.

Our question to Yellowstone County: has YC adopted Zoning under 76-2-2 MCA?

Our record will be complete, defensible, developed through an open, fair, and transparent process, and will be sent to the appropriate governing body.

Judy: The determination of the appropriate governing body would not impact our review of findings?

Forrest: Correct.

Dan: Could the Commissioners override our decisions?

Forrest: Yes

Dan: Then why are we not doing it backwards? To figure out who the appropriate GB is?

Forrest: No, we started the process and must finish it correctly. Assumptions were made during this process that blocked the underlying questions. We are going to find who the appropriate governing body is and shall send our recommendations to them.

We are dealing with Private Property and Private Property rights. This decision directly deals with impacts to private property. Let's navigate the process with this in mind. Dealing with both sides of the issue, both For and Against.

Can we have a meeting before the 19<sup>th</sup> to meet on the findings?

Must provide notice. Thou shalt not meet in private.

- Make sure the public is aware
- Make sure they are afforded the opportunity to attend
- Ensure that if they are working on their tasking, that you are as well

Want to ensure that things are open, fair, and transparent.

'If NW Energy withdraws their application, IN WRITING, we are done. Everything stops.

Evan: Can an EPA or DEQ agent come in and speak with us regarding this issue?

Yes, but the DEQ agent would provide details on a different set of questions than what we have under our review. We would start to mix regulatory mandates, and it is all relevant, but might not all belong as part of this process.

If you believe you have heard testimony that gives you pause, in regard to property values impacted, and the presentation from DEQ would answer that question, they will be required by law to show up and answer your questions. All state agencies are required to attend a meeting when requested in order to answer questions. They are good at attending. But we need to know in advance to invite them.

Dan: There should be a better way of having the public be aware of the hearings and processes. They were not aware of the process and that we did not have sufficient information.

Forrest: We have struggled for years to get people to know about meetings and information. We do more than most communities to get the word out. Follow what the code says, publish the notices.

Dan: The local paper tracks it. It is incumbent upon the public to attend meetings. In all due respect to Dr. Benner, We must deal with this for the city, for the public.

Steve Krum, 249 24<sup>th</sup> Ave West, Laurel, MT 59044

One thing through the process is that the public has come in and voiced a lot of thoughts and feelings and ideas. It has come through the health and safety and environment.

Dan brought up and I agree that it is the Public's responsibility to attend meetings. The YC News is not the proper location for public notices to be sent. It is not published within the statutory area for the Board. We are missing a big opportunity to reach out to the public by not publishing in the Outlook.

Forrest: The paper of record is set by the Governing Body. We are just living with the decision.

Jon: With that in mind, can we direct someone to request that our notices be put in Laurel's paper?

Nick can forward the request to have our notices in both.

Carol Blades 1805 Denidas Lane.

I DO read the Outlook. I like that you are giving us a second chance for contact on this issue. Asked what is the role for Forrest? Can we contact you directly?

Forrest: No, primary contact is with Nick who then contacts me if necessary.

Jon: Would like to see a specific list of the 11 questions. Where can I find those?

Forrest explained the document with the findings. I-XI findings and conclusions, followed by the 6 questions posed by Nick and Forrest.

The Roman Numerals are the statutory questions, followed by the questions posed by staff.

If we hear about Yellowstone County, WE DO NOT CARE, we only care about our jurisdiction.

To deviate from that puts us on a path that is untenable and indefensible.

Where our decision goes, it does not matter, and has no impact on the decision-making process.

You serve the county and the city of Laurel in equal measure.

We are still going to deal with the application, as we are the appropriate board.

Jon: We need to decide whether NW Energy wants to proceed or they want to withdraw?

If the answer is full-stop, it should be front page above the fold news.

We would want to have a 1-minute comment period per person at the end of the work session. In the interim between the 5<sup>th</sup> and the 19<sup>th</sup>, send it in as an email, it is the fastest way to get it into the record.

Carol Blades: Have been prolific in letter writing to the editor, but has not included them with City Council as they were longer than 3 minutes.

**New Business**

**Old Business**

**Other Items**

## 7. Adjourn

Dan Motioned to adjourn the work session.

Gavin Seconded.

Motion Carried.

Meeting Adjourned at 7:15pm

## Announcements

### 8. Next Meeting: January 19, 2022

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:**

10. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.

**RESOLUTION NO. R22-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST SHARING FOR PUBLIC TRANSPORTATION SERVICES WITH THE ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY.**

WHEREAS, the City of Laurel (hereinafter “the City”) and Montana and Adult Resource Alliance of Yellowstone County (hereinafter “ARA of YC”) desire to work together to provide public transportation services for residents living within a one-mile radius of the City limits;

WHEREAS, the City intends to continue operation of an on-demand service for residents in addition to a regularly scheduled transportation service between the City of Laurel and City of Billings;

WHEREAS, the City and ARA of YC desire to avoid duplicating services by coordinating their services and establishing an ongoing process to allow cooperation in the operation of public transportation services;

WHEREAS, the City intends to continue operating a public transit system in FY 2023 in cooperation with the ARA of YC to serve residents of the City of Laurel and Yellowstone County; and

WHEREAS, the City and ARA of YC believe it to be in both parties’ best interests to execute a Memorandum of Understanding by and between the City and ARA of YC.

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

Section 1: Approval. The Memorandum of Understanding by and between the City and ARA of YC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the MOU on behalf of the City.

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

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF LAUREL

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Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST SHARING  
FOR  
PUBLIC TRANSPORTATION SERVICES BETWEEN  
THE CITY OF LAUREL, MONTANA AND THE ADULT RESOURCE ALLIANCE OF  
YELLOWSTONE COUNTY**

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

WHEREAS, the City of Laurel (hereinafter “the City”) and Montana and Adult Resource Alliance of Yellowstone County (hereinafter “ARA of YC”) desire to work together to provide public transportation services for residents living within a one-mile radius of the City limits;

WHEREAS, the City intends to continue operation of an on-demand service for residents in addition to a regularly scheduled transportation service between the City of Laurel and City of Billings;

WHEREAS, the City and ARA of YC desire to avoid duplicating services by coordinating their services and establishing an ongoing process to allow cooperation in the operation of public transportation services;

WHEREAS, the City intends to continue operating a public transit system in FY 2023 in cooperation with ARA of YC to serve residents of the City of Laurel and Yellowstone County; and

NOW THEREFORE, based on the above recitals, the following Memorandum of Understanding is hereby entered into by the City and ARA of YC.

**SECTION I**

It is hereby agreed that the City of Laurel, hereinafter referred to as "City", and Adult Resource Alliance of Yellowstone County, hereinafter referred to as “ARA of YC”, agree to jointly participate to provide for the operation of public transportation services as described herein, which may be altered through an amendment of this MOU. The Parties to this MOU will be referred to as the "Parties" who acknowledge they each will share a portion of the fiduciary responsibility for operation of the public transit system. Individual and shared responsibilities in this effort shall be as follows:

**SECTION II**

1. Each Party will be responsible for reviewing the current system and any new policies and procedures related to the provision of the public transit system including but not limited to policies, service levels, fares, budgets, services for the disabled, information systems, environmentally sensitive technologies, and other matters of concern. Meetings shall be scheduled as needed to evaluate the overall program and contents of this agreement to determine if changes are necessary to improve services provided hereunder.

2. For the term of this MOU, the Parties will share the operation of the transit service through the provision of services as follows:
  - a. The City shall provide for use, one transport vehicles, a Dodge Sprinter for everyday on demand use, with the ARA of YC bus, which is stored at the Laurel Senior Center, being used for back-up should the Sprinter break down. The City shall provide dispatching services through its existing staff. In addition, the City shall provide routine maintenance for its transport vehicles and the transport vehicle owned by the ARA of YC. Routine maintenance shall include oil changes, windshield wipers, filters, tire rotation, and basic fluids. Each Party agrees to pay for the cost of parts and major repairs after the State reimbursement rate for their respective vehicles. Major repairs are any repair costing over \$1000.00.
  - b. ARA of YC shall provide for use, one existing transport vehicle as back-up to the Laurel Transit System, one driver and back-up drivers as needed. ARA of YC shall utilize the City for dispatch services for purposes of scheduling on-demand service within Laurel and for regularly scheduled rides to/from Billings.
  - c. The City shall assist with the currently available demand/response service as needed and will additionally provide regular transit service between the City of Laurel and City of Billings.
  - d. The City will be the recipient of all funds derived from all federal and MDT (state) assistance or grants paid for the transit operation, along with any revenue received through vouchers or cash, daily.
  - e. The City shall provide marketing and public information services on transit operations including the preparation and distribution of timetables and another route and schedule information.
  - f. The City will prepare preliminary budget estimates, productivity reports and service summaries each year sufficiently in advance of City Council consideration to allow for analysis and input to the Council. These documents can be used by the Local Partners for planning in advance of the City's Recommended Annual Budget and would provide the basis for negotiating annual service agreements.
  - g. The City of Laurel will reimburse the ARA of YC quarterly at the State rate of 54% of the wage, benefits and fringe. The ARA of YC shall submit its financials to the City of Laurel by the 15<sup>th</sup> of the month following the end of the preceding quarter reflecting the reimbursement.
  - h. The current number of transit riders 60 and over is currently totaling 60% of the riders. After the 54% reimbursement from the State the ARA of YC will reimburse the City of Laurel for 60% of the remaining fuel charges. Unless the population of riders significantly changes mid-year, the fuel budget will be modified yearly.
  - i. Jointly implement policies and procedures that encourage the use of public

transportation.

- j. Jointly implement policies and procedures that follow the City of Laurel Transportation Program policies and procedures.
3. During the term of this agreement, the Parties may seek to add additional parties to this agreement in order to further enhance the provision of transit services provided hereunder. Further, the Parties may seek additional riders to expand the service.
4. The Parties will be responsible and cooperative in considering any requests for changes in service including additional services, as well as, service reductions if financially necessary. However, the Parties agree that this agreement requires service (service is defined as a split between dispatch and drivers) to be provided for 40 hours per week and no reduction in service may result in the service being offered less than 40 hours per week.
5. The Parties shall carry over any losses from the operation of the transportation system and incorporate such losses in the next year's budget for transit services allocating such losses proportionately to the Parties, taking into consideration all routes provided.
6. The City will on a timely basis review and negotiate its annual contract for public transportation services with terms in substantial agreement with the terms of this MOU.
7. The Parties shall support the operation of public transit services consistent with the terms of this MOU and any associated annual agreements.
8. The Parties agree that there will be fares charged to customers utilizing the transit system to off-set the cost of operation. The fares shall be reviewed as needed and increased to reflect the costs of the system.

### SECTION III

1. The Parties agree that the term of this MOU shall be one year, and will auto renew each January 1<sup>st</sup> unless terminated by either party. Either party may terminate its participation in this MOU by giving at least 180 days written notice of termination. The termination of the MOU will not affect the responsibilities established in any existing or future annual operating contract for transportation services that may be in effect at that time, such as a vanpool service, or contracts for service with public and/or private businesses within the City of Laurel.
2. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall negotiate informally to resolve the dispute. If such informal negotiations are not successful, the parties shall jointly select a mediator to mediate their dispute within 30 days of the dispute. If they do not reach such solution within a period of 60 days following the mediation, or if the parties cannot agree on a mediator, then, upon notice by either party

to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

3. Controversy arising from this contract may result in litigation. Arbitration is not available. This Contract shall be governed by Montana law.
4. In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, Yellowstone County.

#### SECTION IV

1. ARA of YC understands this contract includes requirements specifically prescribed by Federal law or regulation and does not list all Federal laws, regulations, and directives that may apply to ARA of YC or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Agreement MA(24) at the FTA website:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>.

The clauses in this contract have been streamlined to highlight the most prevalent regulations that govern this award, however additional Federal laws, regulations and directives contained in the Master Agreement will apply. ARA of YC's signature upon this document acknowledges they have read and understand the Master Agreement.

2. No employee, officer, board member or agent of ARA of YC shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - a. The employee, officer, board member or agent;
  - b. Any member of his or her immediate family;
  - c. His or her partner; or An organization which employs or is about to employ any of the above; has a financial or other interest in the firm selected for award. ARA of YC's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of Sub-agreements.

#### SECTION V

Any party to this MOU may request an amendment to the MOU by written request to the other Party. The Parties shall meet to discuss any requested amendment within thirty days of receipt of such request. Amendments to this MOU will be effective only after approval in writing by all parties and subsequent City Council approval.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized to sign the same, the Mayor for the City as authorized by the City Council and ARA

of YC Board of Directors.

CITY OF LAUREL

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Dave Waggoner, Mayor

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Date

ATTEST

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Kelly Strecker, Clerk/Treasurer

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Date

ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY

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Mike Larson, Executive Director

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Date