



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 13, 2024  
6:30 PM  
COUNCIL CHAMBERS**

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

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

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

- [1.](#) Approval of Minutes of January 23, 2024.
- [2.](#) Approval of Revised Minutes of April 12, 2022.

**Correspondence**

- [3.](#) Laurel Airport Authority Minutes of November 24, 2023.
- [4.](#) Laurel EMS - December 2023 Monthly Report
- [5.](#) Police Monthly Report - January 2024.

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

**Consent Items**

**NOTICE TO THE PUBLIC**

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

6. Claims entered through February 9, 2024.
7. Clerk/Treasurer Financial Statements December 2023.
8. Approval of Payroll Register for PPE 1/21/2024 totaling \$227,721.63.
9. Approval of Payroll Register for PPE 2/4/2024 totaling \$237,276.35.
- [10.](#) Council Workshop Minutes of January 16, 2024.
11. Closed Executive Session Minutes of 1.16.2024.
- [12.](#) Council Workshop Minutes of February 6, 2024.

**Ceremonial Calendar**

## **Reports of Boards and Commissions**

- [13.](#) Budget/Finance Committee Minutes of January 23, 2024.
- [14.](#) Cemetery Commission Minutes of January 16, 2024.
- [15.](#) Laurel Urban Renewal Agency Minutes of January 29, 2024.
- [16.](#) Emergency Services Committee Minutes of January 22, 2024.
- [17.](#) Park Board Minutes of February 1, 2024.
- [18.](#) Public Works Committee Minutes of January 22, 2024.
- [19.](#) Tree Board Minutes of February 1, 2024.

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

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

## **Scheduled Matters**

- [20.](#) Resolution No. R24-07: A Resolution Of The City Council Approving A Contract With Collection Bureau Services, Inc. For The Collection Of Laurel City Court Receivables.
- [21.](#) Resolution No. R24-08: A Resolution Of The City Council Approving A Contract With Morrison-Maierle, Inc. For A Water And Wastewater Consultation.
- [22.](#) Resolution No. R24-09: 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.
- [23.](#) Resolution No. R24-10: A Resolution Of The City Council Approving A Transportation Coordination Plan For The City Of Laurel Transit.

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

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

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

### **Council Discussion**

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

### **Mayor Updates**

### **Unscheduled Matters**

### **Adjournment**

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

**File Attachments for Item:**

1. Approval of Minutes of January 23, 2024.

DRAFT

# MINUTES OF THE CITY COUNCIL OF LAUREL

January 23, 2024

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:29 p.m. on January 23, 2024.

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

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT:

- Brittney Harakal, Administrative Assistant
- Stan Langve, Police Chief
- Jarred Anglin, Acting Captain
- HP Nuernberger, Chief Water Plant Operator

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

### MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of January 9, 2024, as presented, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

### CORRESPONDENCE:

- Beartooth RC&D Correspondence

Mayor Waggoner read letters of resignation from Marvin Carter and Aron Kostelecky from the Public Works Committee.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

### PUBLIC HEARING:

- Schedule of Fees and Charges

Mayor Waggoner opened the public hearing and asked Staff to present the item.

Mayor Waggoner introduced the item.

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

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

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

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

Mayor Waggoner closed the public hearing.

### CONSENT ITEMS:

- **Claims entered through January 19, 2024.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of November 2023.**



- Approval of Payroll Register for PPE 1/7/2024 totaling \$242,056.19.
- Council Workshop Minutes of January 2, 2024.

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Revised Budget/Finance Committee Minutes of December 26, 2023.
- Budget/Finance Committee Minutes of January 9, 2024.
- Tree Board Minutes of January 4, 2024.
- Library Board Minutes of December 12, 2023.
- Emergency Services Committee Minutes of November 27, 2023.
- Public Works Committee Minutes of December 18, 2023.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- Appointment of Shaelynn Haman and Jerry Strim to the Laurel Police Reserves.

The Police Chief introduced Ms. Haman and Mr. Strim to the Council. He briefly explained how the Reserve program works.

Motion by Council Member Banks to approve the Mayor's appointment of Shaelynn Haman and Jerry Strim to the Laurel Police Reserves, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- Appointment of Emelie Eaton to the Public Works Committee.

Motion by Council Member Canape to approve the Mayor's appointment of Emelie Eaton to the Public Works Committee, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

- **Resolution No. R24-04: A Resolution Of The City Council To Adopt An Official Schedule Of Fees And Charges For The City Of Laurel And Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto Upon Its Effective Date.**

Motion by Council Member Sparks to approve Resolution No. R24-04, seconded by Council Member Wilke. There was no public comment.

Council President Sparks briefly explained how the Schedule of Fees process works for the new Council Members.

A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

DRAFT

- Resolution No. R24-05: Resolution Of The City Council Calling For An Election On The Question Of Conducting A Local Government Review And Establishing A Study Commission.

Motion by Council Member Mize to approve Resolution No. R24-05, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

On February 2<sup>nd</sup>, there will be a ceremony honoring four WWII chaplains who gave up their life jackets and went down with the ship. The ceremony will be at 1 p.m. at the National Cemetery.

MAYOR UPDATES:

Mayor Waggoner stated that the audit has been completed. When the City receives the audit findings, he will be sure to send that report to the Council.

UNSCHEDULED MATTERS:

- Resolution No. R24-06: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Ace Electric Inc.

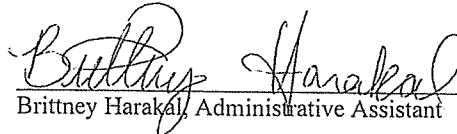
The Chief Water Plant Operator was present to briefly explain the revamp of the control system in the Water Treatment Plant. This system controls all the valves within the plant and is very outdated. The City can no longer order parts to repair it. They scheduled this installation during a slow time for the Water Treatment Plant before the spring run-off starts. Due to staff changeovers, it was assumed that the electrical was included with InControls. They recently found out that the electrical is a separate contract. Work is scheduled to begin the first week of February.

Motion by Council Member Sparks to approve Resolution No. R24-06, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All eight council members present voted aye. Motion carried 8-0.

ADJOURNMENT:

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

There being no further business to come before the Council at this time, the meeting was adjourned at 6:55 p.m.

  
Brittny Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 13<sup>th</sup> day of February 2024.

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

Attest:

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

**File Attachments for Item:**

2. Approval of Revised Minutes of April 12, 2022.

# MINUTES OF THE CITY COUNCIL OF LAUREL

April 12, 2022

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:29 p.m. on April 12, 2022.

COUNCIL MEMBERS PRESENT: <sup>Bm</sup> Emelie Eaton Heidi Sparks  
*Michelle Mize* ~~Bruce McGee~~ Richard Herr  
Scot Stokes Irv Wilke  
Richard Klose ~~Don Nelson~~ *Bill Mautsier* <sup>Bm</sup>

COUNCIL MEMBERS ABSENT: Heidi Sparks

OTHER STAFF PRESENT: Kurt Markegard, Public Works Director  
Karen Courtney, Building Official  
Forrest Sanderson, KLJ

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

## MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of March 22, 2022, as presented, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

## CORRESPONDENCE:

- Fire Monthly Report – March 2022
- Ambulance Monthly Report – February 2022
- Police Monthly Report – March 2022
- Building Department Monthly Report – March 2022

## COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS:

### PUBLIC HEARING:

- Public Hearing: Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.

Mayor Waggoner stated this is the time and place set for the public hearing on the City of Laurel's Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.

Mayor Waggoner opened the public hearing and asked Staff to present the item.

Forrest Sanderson, KLJ Contracted Planner, briefly reviewed the attached Staff report.

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

Mayor Waggoner asked if there were any proponents.

Bryan Alexander, Sanderson Stewart 1300 Transtech Way, stated he was present to answer any questions on this project.

Mayor Waggoner asked again if there were any proponents.

Drake Webinger, 1001 Davis Circle, stated he is on the Laurel board and a building committee chairman. He thanked Council for entertaining this proposal. They are building a new clubhouse out

there; it will be a nice facility. They will continue to support the Laurel community and look forward to working with the City.

Mayor Waggoner asked one (1) more time if there were any proponents. There were none.

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

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

Mayor Waggoner closed the public hearing.

- **Public Hearing: Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitalities, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/Tap Room And Sale And Consumption Of Alcohol On-Premises, Within An Existing Structure Located At Canon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel.**

Mayor Waggoner stated this is the time and place set for the public hearing on the City of Laurel's Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitalities, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/Tap Room And Sale And Consumption Of Alcohol On-Premises, Within An Existing Structure Located At Canon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel.

Mayor Waggoner opened the public hearing and asked Staff to present the item.

Karen Courtney, Building Official, briefly reviewed the attached Staff report.

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

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

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

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

Mayor Waggoner closed the public hearing.

**CONSENT ITEMS:**

- **Claims entered through April 1, 2022.**  
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 3/25/2022 totaling \$186,397.11.**
- **Approval of Payroll Register for PPE 4/8/2022 totaling \$196,747.05.**

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

Motion by Council Member Klose to approve the consent items as presented, seconded by Council Member Wilke. There was no public comment.

Council questioned if the claims and payroll could be approved given that the Budget/Finance Committee was canceled this evening. It was clarified that it was correct.

A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

**CEREMONIAL CALENDAR:** None.

**REPORTS OF BOARDS AND COMMISSIONS:**

- Emergency Services Committee Minutes of February 28, 2022.
- Public Works Committee Minutes of March 21, 2022.
- Tree Board Minutes of March 17, 2022.
- Emergency Services Committee Minutes of March 28, 2022.

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

**SCHEDULED MATTERS:**

- **Appointment of Benjamin Spencer to the Laurel Police Department.**

Motion by Council Member Eaton to approve the Mayor's appointment of Benjamin Spencer to the Laurel Police Department, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

Motion by Council Member Stokes to approve the Mayor's appointment of Lela Schlitz to the Library Board for the remainder of a five-year term ending June 30, 2024, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

R22-11

- **Resolution No. R21-11: Resolution Of Annexation And Zoning For Approximately 270 Acres Of The Laurel Golf Club, As An Addition To The City Of Laurel, Yellowstone County, Montana.**

Motion by Council Member Mize to approve Resolution No. R22-11, seconded by Council Member Eaton.

Drake Webinger, 1001 Davis Circle, stated there was concern that the Golf Course property would be subject to SIDs. The Golf Course property is not developed, nor is it developable.

Council noted that Public Works could not give a favorable recommendation in the Staff report. It was clarified that the City could not provide irrigation water for the entire Golf Course; they currently run off ditches. The City will provide potable water for the Club House only. If the City were to need to provide potable water for irrigation, those water rights would need to be assigned to the City. The area would not change, but the point of diversion would change to the City's intake. The waiver of protest is not asked for at this time. It was questioned if the extension of water and sewer would be the City's cost. It was clarified that the Golf Course would bare those costs.

A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

R22-12

- **Resolution No. R21-12: Resolution Of The City Council Approving An Application For Special Review For Latitude Hospitalities, LLC, D/B/A Firebox Provisions, Authorizing The Operation Of A Bar/Tap Room And Sale And Consumption Of Alcohol On-Premises, Within An Existing Structure Located At Canyon Creek Laurel Retail Center, 331 S. Washington Street, Suite A, City Of Laurel**

Motion by Council Member Herr to approve Resolution No. R22-12, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R21-13: A Resolution Awarding The Bid And Authorizing The Mayor To Execute All Contract And Related Documents For The Project Known As H2S Rehabilitation Improvements.**

Motion by Council Member Mountsier to approve Resolution No. R22-13, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted nay. Motion failed 0-7.

R22-14

- **Resolution No. R21-14: A Resolution Authorizing A Lease Agreement Between The City Of Laurel And Laurel American Legion Post #123, For The Construction And Use Of City Owned Property For A Parking Lot Near The City's Cemetery.**

Motion by Council Member Wilke to approve Resolution No. R22-14, seconded by Council Member Mountsier.

The City Attorney clarified that Council Member Klose does not need to recuse himself from this vote. He does not hold a financial interest in the American Legion or financially benefit from voting, and he has been advised that he can vote on this matter.

It was questioned if this parking lot would affect space at the Cemetery. There have been discussions about the Cemetery running out of room. It was clarified that this parking lot is located at the far north portion of the property, and it will be a very long time before the Cemetery reaches the parking lot.

There was no public comment. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

R22-15

- **Resolution No. R21-15: A Resolution Of The City Council Authorizing The Mayor To Execute The Independent Contractor Service Contract By And Between The City Of Laurel And Interstate Power State.**

Motion by Council Member Klose to approve Resolution No. R22-15, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

R22-16

- **Resolution No. R21-16: A Resolution Of The City Council Authorizing The Mayor To Execute The Standard Audit Contract Amendment By And Between The City of Laurel And Olness & Associates, P.C.**

Motion by Council Member Mize to approve Resolution No. R22-16, seconded by Council Member Wilke. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

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

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

**COUNCIL DISCUSSION:**

It was questioned if the lease for the Laurel Dodgers would be coming before Council soon. It was clarified that they still needed to get some numbers before that can come forward to Council.

Council asked for clarification on the LIHWAP program. A constituent had questions about what she needed to pay on her water bill.

Council asked for an update on the issues brought forward by the business owner on E. Main Street.

**MAYOR UPDATES:**

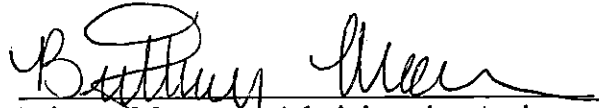
Michele Braukmann, City Civil Attorney, stated that all Council Members had been informed of the personnel changes within the Finance Office. Kelly Strecker will be the Acting Clerk/Treasurer.

**UNSCHEDULED MATTERS:** None.

**ADJOURNMENT:**

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

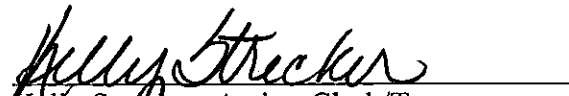
There being no further business to come before the Council at this time, the meeting was adjourned at 7:03 p.m.

  
Brittney Moorman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 26<sup>th</sup> day of April 2022.

  
Dave Waggoner, Mayor

Attest:

  
Kelly Strecker, Acting Clerk/Treasurer



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

**Applicant:**

Laurel Golf Club  
1020 Golf Course Road  
Laurel MT 59044

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

**Request:**

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

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

**Process:**

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

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

**Analysis of the Request**

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

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

**Findings:**

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

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

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

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

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

#### **Finding:**

The requested zoning is in accordance with the Growth Policy.

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

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

Finding:

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

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

Finding:

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

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

Finding:

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

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

Finding

The requested zoning will provide adequate light and air.

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

Finding:

The proposed zoning will prevent the overcrowding of land.

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

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

Finding:

The proposed zoning will prevent the undue concentration of population.

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

Finding:

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

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

Finding:

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

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

**Finding:**

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

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

**Finding:**

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

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

**Finding:**

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

**Conclusion:**

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

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

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the Building Official

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## INTRODUCTION

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

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

## PLANNER RESPONSIBILITY

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

## STANDARD OF REVIEW Zoning Commission/City Council

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

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

**VARIANCES REQUESTED**

N/A. None Requested.



**File Attachments for Item:**

3. Laurel Airport Authority Minutes of November 24, 2023.



## November 24, 2023 Minutes

- Roll Call was taken to include Randy Hand, Shane Linse, Joseph Mutchler, Alan Kasemodel
- Meeting Attendance: Jim Wise, Justin Zinder, Craig Canfield, and Scott Frank
- Approval of Minutes of previous meeting. 11/28/2023
- Financial Update
- Claims: All approved
- Public Input: None

### **Reports:** KLJ Engineering-Master Plan Project Update/Pavement Maintenance

### **Old Business:**

- Courtesy car contract with FBO was approved. Requires FBO signature and copy of insurance.
- AWOS options, annual fees, FAA Grants. Still receiving bids for options. Will be tabled until June 2024.
- 2024 Fox Road Issues and Updates. Need to have container painted. A letter will be sent out.
- 2020 Fox Road is at attorney for resolution.
- Commercial activities in Non-Commercial hangers. Motion to have Merle attend January 2024 meeting approved.
- Weed issues/Letters completed.
- Order fireproof cabinet for airport leases is approved. Looking at options and tabled until January 2024 meeting.
- Dave Gilner and Tom Prill want to build a hanger in the empty lot next to Musser's. Lot is now reserved.
- Should Airport require proof of insurance on all hangar buildings, in case of fire, etc. Discussed to not be required at this time.



**New Business:**

- Next airport meeting will be on 1/23/2024. Jim Wise will be a new member.
- Schedule a time with MSU Local Government-Dan Clark for training for “Roles and Responsibilities on a Board”-Per City of Laurel-Tentative Date 2/8/2024 approved.
- Rob Efinger wants to transfer hangar lease to Matt Hartman (Hangar Sold) approved.
- Annual Budget items discussed for consideration in 2024.
- Meeting adjourned.

**File Attachments for Item:**

4. Laurel EMS - December 2023 Monthly Report

**Laurel Emergency Services Report created 1/22/24:**

**2020**

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

**2021**

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

**2022**

1238 requests for service  
 177 times LEMS was unavailable  
 48 times AMR was unavailable  
 351 responses in Ward 5=29% of calls outside of the city of Laurel

Recent Month Summary:

**December 2023:**

Requests	122
Missed Calls	14 = 11%
Shortest Delay	15 minutes
Longest Delay	38 minutes
Average Delay	23 minutes
Fire Driver Available	20 times
City Driver Available	3 time
QRU Response With 1 Provider	8 times **
On A Previous Call	5 times
No Crew / Provider Available	1 times
AMR Transported or Responded	8 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
HELP Amb Transported or Responded	0 time
Columbus Transported	0 times
Joliet Transported	1 times
Park City Transported	0 times
Beartooth Ambulance	0 times
PD Assisted Pt or Transported	1 times
FD Assisted Pt no transport	0 times
POV Transport	3 times
Refusal or no transport	1 time
YCSO Transported	0 times
MHP Transported	0 times



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

44 responses in Ward 5 = 36% of calls outside of the city of Laurel

5 LEMS responses for mutual aid

## 2023 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2023
Requests	107	98	102	85	116	115	116	127	113	101	98	122	1300
Missed Calls	6	10	9	16	15	19	17	25	18	10	12	14	171
Shortest Delay (minutes)	25	10	17	5	2	10	15	4	4	7	12	15	2
Longest Delay (minutes)	28	42	52	70	71	68	55	67	71	63	55	38	71
Average Delay (minutes)	26	30	32	30	22	29	32	32	29	27	29	23	26
Fire Driver Available	22	14	8	7	12	6	13	25	15	25	15	20	176
City Driver Available	2	3	2	1	3	0	1	2	2	1	3	3	32
QRU Response w 1 Provider	0	0	3	3	4	5	5	1	11	3	8	8	51
On A Previous Call	6	6	0	1	1	4	4	5	4	4	2	5	42
No Crew / Provider Available	0	4	6	12	11	14	12	19	3	3	2	1	87
AMR Transported or Responded	6	7	8	9	6	15	12	14	11	6	9	8	111
Columbus Transported	0	1	1	0	0	0	1	0	1	0	0	0	4
Joliet Transported	0	1	0	2	0	0	0	0	0	0	0	1	4
Park City Transported	0	0	0	1	0	0	0	0	0	0	0	0	1
Red Lodge Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
Beartooth Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
HELP Flight Transported	0	0	0	0	0	0	0	1	0	0	0	0	1
HELP Amb Transported or Responded							2	4	1	1	0	0	8
POV Transport	0	0	0	2	3	3	1	3	5	2	0	3	19
PD Assisted Pt or transported	0	1	0	0	2	0	0	2	0	0	0	1	6
FD Assisted Pt no transport	0	0	1	0	1	0	0	1	0	0	0	0	3
YCSO Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
MHP Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
QRU/AMR, Refusal or No Patient	0	0	0	2*	3	2*	1*	0	0	1*	3	1	13
Responses in Ward 5	43	26	24	29	32	38	36	32	27	34	18	44	351
LEMS response for mutual aid											0	5	5

### Other Reporting Information

\*correction made after report given

-Staffing – beginning January 1 we were able to use our community medicine grant for funding 2 full time positions. Mandi Crable is one of the community medicine personnel, she was moved from volunteer to FT and we were able to hire an additional volunteer to FT, Tony Contreras. Mandi started January 1, Tony will be starting January 22<sup>nd</sup>. These positions are funded until May 31, 2024. This bring FT staffing to 7 people giving us 2 crew members on unless we have vacation or sick time.

One of our FT paramedics has turned in his resignation, he is moving to Missoula, we have posted this internally for 7 days.

-License recertification is March 31, we are working on ensuring everyone has the hours that they need.

-Working with Chief Hopper to find funding for CO monitors to monitor fire fighters during fire rehab as well as have access to monitoring patients of suspected carbon monoxide poisoning.

-Trialing a radio app called Zello that is available via cell phone apps and can theoretically allow us to communicate from anywhere that has cell service or internet service. This would be available to all of our crew members and potentially give us better access to transmissions than we currently have when out of our area.

-Had some struggles with vehicles during the extreme cold. Think we have all the issues worked out and hope to not have those issues happen again.

-Community Health program up and running, they have seen several patients.

-Proposal for updated fee schedule. This is based on recommendations from Pintler Billing – old fee schedule was not up to date with bundled billing – confusing for billing people. Also proposed a out of district fee for ward 5 calls.

**File Attachments for Item:**

5. Police Monthly Report - January 2024.



# Laurel Police Department

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

Total Calls

Printed on February 1, 2024

[CFS Date/Time] is between '2023-12-25 00:00' and '2024-01-22 23:59' and

[Primary Incident Code->Code : Description] All

---

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	13	13
: Agency Assist	45	45
: Alarm - Burglary	10	10
: Alarm - Fire	7	7
AMB : Ambulance	99	99
: Animal Complaint	5	5
: Area Check	9	9
: Assault	3	3
: Bad Checks	0	0
: Barking Dog	2	2
: Bomb Threat	1	1
: Burglary	0	0
: Child Abuse/Neglect	1	1
: Civil Complaint	6	6
: Code Enforcment Violation	2	2
: Community Integrated Health	2	2



<b>Code : Description</b>	<b>Totals</b>	
: Counterfeiting	1	1
: Criminal Mischief	2	2
: Criminal Trespass	5	5
: Cruelty to Animals	3	3
: Curfew Violation	1	1
: Discharge Firearm	1	1
: Disorderly Conduct	6	6
: Dog at Large	14	14
: Dog Bite	2	2
DUI : DUI Driver	6	6
: Duplicate Call	4	4
: Escape	0	0
: Family Disturbance	16	16
: Fight	1	1
FIRE : Fire or Smoke	21	21
: Fireworks	2	2
: Forgery	0	0
: Found Property	3	3
: Fraud	1	1
: Harassment	0	0
: Hit & Run	3	3

<b>Code : Description</b>	<b>Totals</b>	
: Identity Theft	0	0
: Indecent Exposure	0	0
: Insecure Premises	3	3
: Intoxicated Pedestrian	0	0
: Kidnapping	1	1
: Littering	0	0
: Loitering	0	0
: Lost or Stray Animal	7	7
: Lost Property	2	2
: Mental Health	4	4
: Missing Person	2	2
: Noise Complaint	1	1
: Open Container	0	0
: Order of Protection Violation	0	0
: Parking Complaint	10	10
: Possession of Alcohol	0	0
: Possession of Drugs	0	0
: Possession of Tobacco	0	0
: Privacy in Communications	1	1
: Prowler	0	0
: Public Assist	45	45

<b>Code : Description</b>	<b>Totals</b>	
: Public Safety Complaint	7	7
: Public Works Call	22	22
: Report Not Needed	1	1
: Robbery	0	0
: Runaway Juvenile	1	1
: Sexual Assault	0	0
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	1	1
: Suspicious Activity	54	54
: Suspicious Person	9	9
: Theft	28	28
: Threats	3	3
: Tow Call	0	0
: Traffic Accident	17	17
: Traffic Hazard	6	6
: Traffic Incident	9	9
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	116	116
: Unattended Death	4	4

<b>Code : Description</b>	<b>Totals</b>	
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	3	3
: Warrant	10	10
: Welfare Check	13	13
<b>Totals</b>	<b>678</b>	<b>678</b>

**File Attachments for Item:**

10. Council Workshop Minutes of January 16, 2024.

**MINUTES  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, JANUARY 16, 2024**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on January 2, 2024.

**COUNCIL MEMBERS PRESENT:**

<input checked="" type="checkbox"/> Tom Canape	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Jessica Banks
<input checked="" type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

**OTHERS PRESENT:**

Michele Braukmann, Civil City Attorney  
Brittney Harakal, Council Administrative Assistant  
Matt Wheeler, Public Works Director (left at 6:50 p.m.)  
Ryan Welsh, KLJ

**Public Input:**

There were none.

**General Items**

1. MTD Presentation - W. Railroad.

Thaddeus Lesnik, with MDOT, and Katie Kay, with Sanderson Stewart, presented the attached information.

It was questioned if the County would pay for part of this project. It was clarified that this project is not a State or County route. This is an Urban Route and, therefore, using the Urban Route Funds. Those funds available are 5.2 million.

It was questioned if the gas line would be under the roadway. It was clarified that was not known at this time, and a full design of the project has not been completed.

It was questioned if any grants could be applied to help pay for this project. It was clarified that they could apply for the RAISE grant.

It was noted that the attached memo notes of truncating the project. It was questioned what part of the project would not be completed. It was clarified that many of the unnecessary items have already been removed from the estimate. The only item left to reduce is the length of the road included in the project. Council noted that the entire section of road needs to be redone.

It was noted that inflation is estimated to be \$850k. It was questioned if that was for each year or both years. It was clarified that the inflation estimate is based on the two years needed before the start of the project.

It was questioned to the two Council Members representing Ward 1 how important this project is. It was stated that this project is a very big priority. In 2017, the City did the Pacer study to rank the road conditions. The City addressed the 5s, 6s, and 7s first not to have additional deterioration while working on the larger projects.

It was noted that at one point in time, there was discussion about using TIF funds for the portion within the TIF District.

It was questioned if the refinery would be willing to partner with the City to replace this road. It was clarified that this option could be explored.

2. Appointment of Emelie Eaton to the Public Works Committee.

There was no discussion on the item.

### **Executive Review**

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

There was no discussion on the item.

4. Resolution - Resolution Of The City Council Calling For An Election On The Question Of Conducting A Local Government Review And Establishing A Study Commission.

Council questioned what kind of education would be done so the public would know what this ballot measure pertains to. They noted that the last time this was before the voters, there seemed to be a lot of confusion about what was being asked. It was clarified that there would be an educational piece. The state is also working on education opportunities as well.

It was questioned if the City of Laurel was the only one doing this. It was clarified that this is Statewide.

### **Council Issues**

Council Member Mackay stated that she does things for the Outlook on occasion. This week, she had the opportunity to photograph a house fire. The Fire Department did an amazing job.

Mayor Waggoner added that Public Works also came out to help with that fire as well. They needed to drain the hydrants so they would not freeze. They also loaded up frozen hoses and transported them to the City Shop to thaw.

Council Member Klose thanked the Public Works Director and his crew for assisting with picking up wreaths at the Cemetery. They were able to have all the wreaths picked up within an hour.

### **Other Items**

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

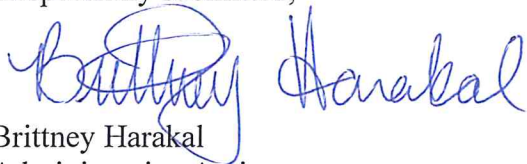
All Council Members present will be in attendance at the next scheduled meeting.

#### **Announcements**

Monday, there will be an Emergency Services Committee meeting at 5:30 p.m. in Council Chambers. The Public Works Committee will directly follow the Emergency Services Committee meeting at approximately 6:30 p.m.

The council workshop adjourned at 7:00 p.m.

Respectfully submitted,



Brittney Harakal  
Administrative Assistant

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





Memorandum

To: Laurel City Council Members

From: Thaddeus Lesnik, P.E.  
Consultant Design Project Engineer

Date: January 16, 2024

Subject: STPU 6902(5)  
West Railroad Street - Laurel  
UPN 10121000

Introduction

Thank you for placing the West Railroad Street project on the agenda for funding discussion. This project is partially funded through Montana's Surface Transportation Program-Urban (STPU). The STPU program provides funding to the state's 20 urban areas (population of 5,000 or greater) through a statutory formula based on each area's population compared to the total population in all urban areas. STPU funds are primarily used for resurfacing, rehabilitation or reconstruction of existing facilities; operational improvements; bicycle facilities; pedestrian walkways and carpool projects on Montana's Urban Highway System. If STPU funding is insufficient to complete an urban area's priority project, local funds can be contributed to achieve the desired project scope.

This project was nominated by the City of Laurel in 2018 and conceptual design began in the spring of 2023, following execution of a project funding in which the City agreed to a local funding contribution of \$2,500,000. The cost estimate currently prepared exceeds the budget originally forecast when the project was nominated due to uncertainty in the initial estimate, escalating cost of construction, and inflation. STPU allocations will continue to be less than sufficient to reconstruct this roadway even if project elements remain the same and STPU funds accumulate.

Proposed Scope of Work

The proposed scope of work for this project is to reconstruct W. Railroad St. (U-6902) in Laurel from S. 8th Ave. to S. 1st Ave. The work is anticipated to include new curb and gutter, ADA installations, storm drain installation, and utility relocations. This project is intended to address poor pavement condition and substandard curb and gutter on W. Railroad St.

Sanderson Stewart has been selected as the consultant for this project. Sanderson Stewart will be responsible for developing the design and contract documents. MDT staff will provide direct assistance and overall coordination of the work.

Preliminary Cost Estimate

Costs		Funding	
Project Engineering & Design **	\$1,400,000	STPU Funds FFY 2026	\$5,200,000
Construction Cost	\$5,846,000	Laurel Funding	\$2,500,000
Administration during construction (CE)	\$672,000		
Utility Relocation Costs (IC)	\$375,000		
Right of Way (Temp, Easement, etc.) ***	\$50,000		
<b>Total of costs above:</b>	<b>\$8,343,000</b>		
Inflation (~10.2%)	\$848,017		
MDT IDC (13.56%)	\$1,246,302		
<b>Total Costs</b>	<b>\$10,437,318</b>	<b>Total Funding</b>	<b>\$7,700,000</b>

\*\* The costs above noted with are estimated due to the current (early) development. Future funds may need to add effort for plan development currently not scoped between MDT and Sanderson Stewart.

\*\*\* The R/W phase cost may be unnecessary if no R/W, easements, or construction permit are required.

Each year \$217,402 is added to the Laurel urban area's STPU fund balance. The shortfall of funds in Federal Fiscal Year (FFY) 2026 is calculated as Total Costs subtract Total Funding, or \$10,437,318

## Laurel City Council Funding Discussion

STPU 6902(5), West Railroad Street - Laurel, UPN 10121000  
EPS Project Manager: Thaddeus Lesnik

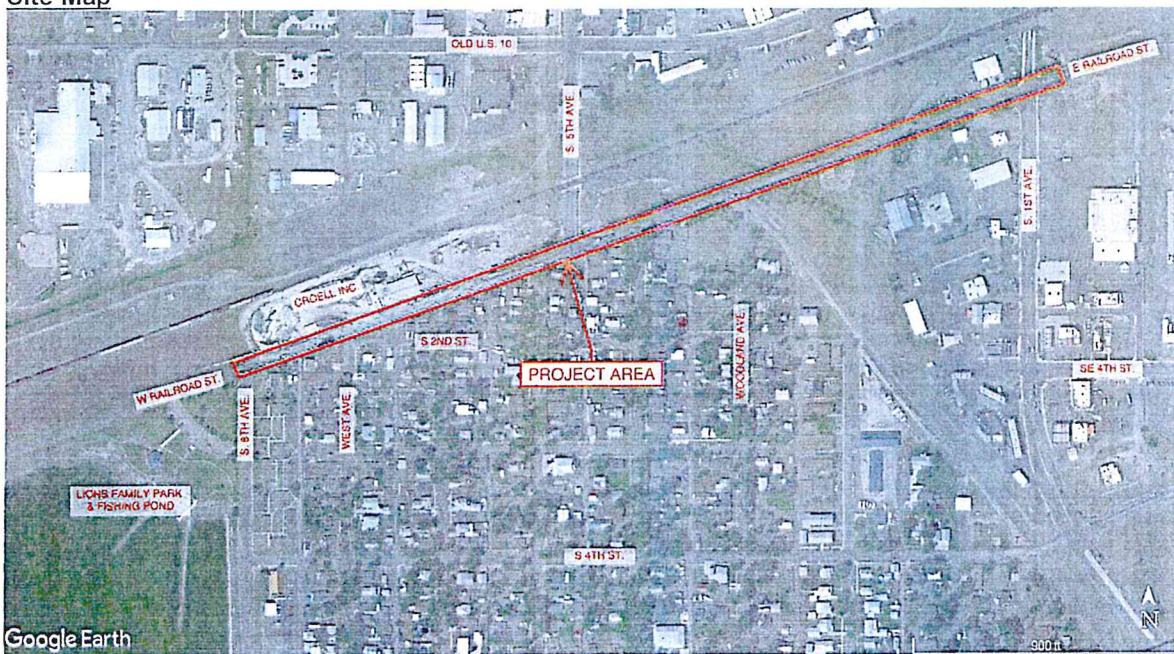
Page 2 of 2

subtract \$7,700,000 which equals a **\$2,737,318 shortfall** for the 2026 FFY. The Laurel Urban Area has the opportunity to borrow up to five years of their STPU allocation, approximately \$1,000,000, to contribute to offsetting the shortfall of this project. Utilization of the STPU borrow would result in a negative STPU balance and potentially delay future STPU projects.

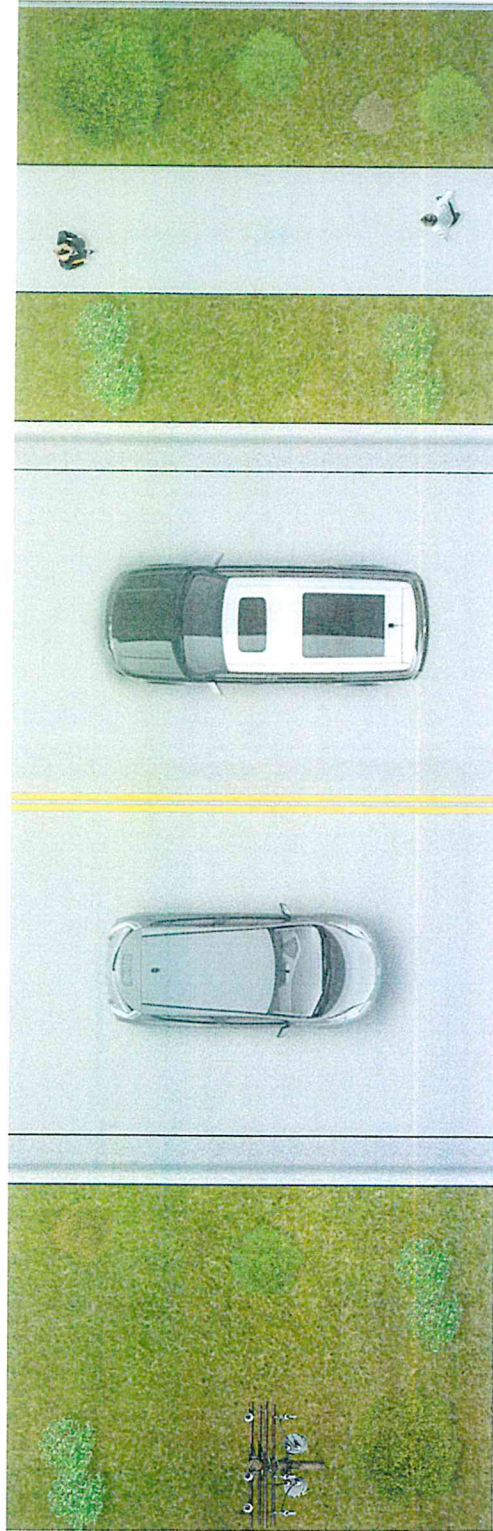
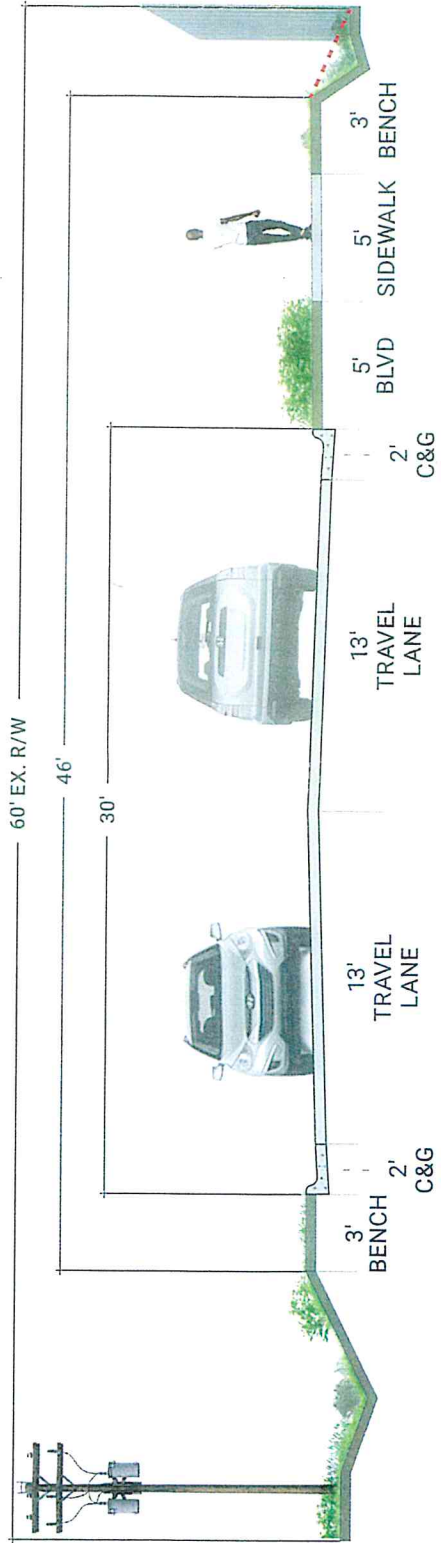
### Requested Action

Several options will be presented to you tonight. One option is to fund the deficit with additional funds from the City of Laurel to continue development for the full project length. A second option is to truncate the project length to ensure the project scope aligns within available funding. During the council meeting, I hope you have enough facts to consider and provide direction. The decision on this matter will influence the scope of design services between MDT and Sanderson Stewart. Acting without delay is important to continue project development and bring reconstruction of this roadway into reality and minimize cost of inflation.

### Site Map







**File Attachments for Item:**

12. Council Workshop Minutes of February 6, 2024.

**MINUTES  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, FEBRUARY 06, 2024**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:27 p.m. on February 6, 2024.

**COUNCIL MEMBERS PRESENT:**

<input checked="" type="checkbox"/> Tom Canape	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input checked="" type="checkbox"/> Jessica Banks
<input checked="" type="checkbox"/> Casey Wheeler	<input checked="" type="checkbox"/> Irv Wilke
<input checked="" type="checkbox"/> Richard Klose	<input checked="" type="checkbox"/> Jodi Mackay

**OTHERS PRESENT:**

Michele Braukmann, Civil City Attorney  
Brittney Harakal, Council Administrative Assistant  
Kelly Strecker, Clerk/Treasurer  
Kurt Markegard, Planning Director  
Sherri Phillips, Court Clerk

**Public Input:**

There were none.

**General Items**

1. LURA Presentation

The Planning Director Markegard, gave a presentation on how the TIF District started and how it was extended. He spoke on the revenue the TIF District brings in. The TIF District was set to sunset in 2020. The City did the East Downtown Infrastructure Improvement Project (EDII) to extend the TIF District to 2045.

LURA Members Cami Storey and Cheryl Hill presented the attached project.

It was questioned if the TIF District had enough money to do this project and make its required payments. It was clarified that the payments for the EDII bond are 180k each year. This year, the revenue is 1.7 million. The TIF District currently has 4.6 million available to work on projects. The TIF District should be able to assist with the W. Railroad Projects, blocks 1 through 5 only, and still be able to do the project presented.

Council agreed that there needs to be a sidewalk along E. Railroad. It was questioned if there would be issues with the right-of-way. It was clarified that the right-of-way issues will need to be investigated. Right-of-way's are dedicated during the annexation process.

It was questioned what has been budgeted this fiscal year for the TIF District. It was clarified the TIF District was given budget authority of up to 2 million for this fiscal year.

It was questioned what the next steps are to move this project forward. It was clarified that there will be a resolution before the Council to approve any contracts that need to be awarded.

It was questioned if the project could not be entirely finished due to financial limits and what work would not be done. It was clarified that there are discussions about expanding the Lighting Districts to include the rental payment for the newly installed lights. While the TIF District can pay for this now, after the district sunsets in 2045, that rental fee will need to be paid for. The Lighting Districts are the most appropriate mechanism. The rental fee for the lights is 6k per month.

It was questioned what part of this project would be done first, the lighting or the sidewalks. It was clarified that the lighting would be done first and then the sidewalks after the lights were installed.

It was questioned if there would need to be coordination with the State on the lights located on Main Street. It was clarified that Northwestern Energy is working with the State on those issues.

It was questioned what the entire cost of the project would be. It was clarified that they know the lighting cost but will not know the concrete cost until they go out to bid.

### **Executive Review**

2. Resolution - A Resolution Of The City Council Approving A Contract With Collection Bureau Services, Inc. For The Collection Of Laurel City Court Receivables.

Sheri Phillips, Court Clerk, read the attached statement to the Council.

Clerk/Treasurer Strecker stated that CBS is very versed in dealing with Court collections. They work with various courts across the State. They charge 20% for in-state collections and 50% for out-of-state collections. There is no cost to the City for this service. The fees are passed to the client. This company also works efficiently with our current court software.

It was questioned how long people have before they are turned over to a collections agency. It was clarified that after the first missed payment, they get a letter and an order to show cause to speak to the judge. Once they miss two payments, they get turned over to collections.

It was questioned if the large volume of non-payment that is currently in collections will go to CBS. It was clarified that this was correct. Right now, the Court has 510k in accounts receivable, and of that, 430k is in collections.

Council was grateful that this collection agency is more persistent in collecting on past due accounts.

3. Resolution - A Resolution Of The City Council Approving A Contract With Morrison-Maierle, Inc. For A Water And Wastewater Consultation.

When the auditors were here, they had a discussion with City Staff regarding the need to update the Water and Sewer rates. Sewer needs to adjust their rates. This rate study will give a detailed analysis of the health of both funds moving forward.

Jill Cook and Kurtis DeShaw with Morrison Maierle stated that they did a rate study for the City in 2007/2008. In 2010, they transitioned to a licensed municipal advisor role for rate studies. There are firms that conduct very detailed rate studies. This contract is to assist the City in engaging with a rate consultant. This is a partnership and on an on-call basis. They will work on creating an RFP to go out for a rate consultant. They also assist with the coordination of information back and forth between City Staff and the rate consultant. Some information needed is technical and does require engineer involvement. This contract is not to exceed 50k. They will only bill for actual work performed as requested by City Staff. In the event of a rate increase, they can assist with the public hearing.

It was questioned why the City was not using KLJ. It was clarified that KLJ declined to help with this project and did give written permission for the City to enter into a contract with another engineering firm.

It was clarified that this process is lengthy and will take approximately six to eight months to complete. Part of this process will be looking into a tiered structure like Billings uses.

It was questioned what funds would pay for this study. It was clarified that both the Water and Sewer funds will pay for this study.

4. Resolution - 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.

Clerk/Treasurer Strecker stated this MOU comes before Council every year. This agreement is with the Adult Resource Alliance of Yellowstone County. The City pays 54% of the cost. This is funded through the grant the City applies for each spring. This contract is the same as in previous years.

5. Resolution - A Resolution Of The City Council Approving A Transportation Coordination Plan For The City Of Laurel Transit.

Clerk/Treasurer Strecker stated this is a coordination plan for the City of Laurel Transit. It is done annually and is the same as in previous years.

## **Council Issues**

A Council Member was approached by their employee who is a resident of their ward regarding a specific property. This property has a lot of damage; there is no electricity or running water. They are dumping human waste in the yard and trashcans. The neighborhood is concerned.

The Planning Director stated that he did look at the public right of way in the area and did not see any human waste dumped in the trashcans. He did reach out to Riverstone Health regarding the concerns with sanitation issues. In the past, a Council Member has spoken with Adult Resources, and the property owner has told them to get lost. The City does have rules that require anyone within the City to use City services; however, that rule pertains to wells and septic systems.

The Civil Attorney stated that she has been in discussions with the City Prosecutor, and there are abatement options present; however, this is a very slow legal process. She plans to sit down with the City Prosecutor, Code Enforcement, and Public Works to discuss next steps.

Park Board submitted items for the Council's consideration. Mayor Waggoner stated that he did receive that email; he just has not placed them on the agenda yet.

The Lions want to replace the front door and redo the windows in the bathrooms. They also wanted clarification on liquor use in parks. The Lions have not signed their lease yet and the Civil Attorney will follow up with the Lions president.

It was clarified that there is an alcohol permit that citizens need to fill out to have liquor in the parks.

The Fire Memorial would like to move the memorial for the family of the firemen over to Firemen's Park. It was clarified that the City does not own that property; it is a lease with the railroad with the requirement that the lease can continue if there is a railroad museum located on the property. It is not clear who would need to approve that request.

Park Board would like to use the revenue from the railroad derailment to install a sprinkler system at Kiwanis Park. Clerk/Treasurer Strecker stated if that project is not included in this year's budget, the Public Works Director will need to budget for it next Fiscal Year. She reminded the Council that those funds that came in were General Fund revenue. The Park budget is part of the General Fund.

Civil Attorney Braukmann spoke regarding the attached Motion for Summary Judgement.

Mayor Waggoner stated he received an email today from the DOJ that our license plate designs were approved and are in production. They should be available in the next couple of weeks.

## **Other Items**

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

Council Member Sparks will not be in attendance at next week's meeting.



**Announcements**

The council workshop adjourned at 8:15 p.m.

Respectfully submitted,

  
Brittny Harakal  
Administrative Assistant

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

# Proposed LURA Projects

## Street lighting, Sidewalk/Curb repair, and

### Tree maintenance

#### Street Lighting Poles

We would like to install around 74 decorative street lights in the downtown and south side business areas. This will provide safety lighting for not only the businesses, customers and community. There are a lot of dark street/sidewalks around the businesses and adding lighting to these areas would be a benefit. These lights will also help beautify Laurel along with providing safety lighting. We would also propose extending the lighting district where the new lights will be placed. LURA proposes to cover project costs and monthly fees until proper lighting district is established.

We have been working with NorthWestern Energy for renting light poles from them. NorthWestern Energy would install the light poles and would take care of all the maintenance required to these poles. They would break this into 2 separate lighting projects; downtown and south side.

Project 1- Overhead fed lights (OH) - downtown area

LED Pendent mounted at 20ft on a black decorative pole

\$81/month per pole

\$35,000 project buy down

Project 2- Underground fed lights (UG) - SE 4<sup>th</sup> St & S 1<sup>st</sup> Ave

LED Pendent mounted at 20ft on a black decorative pole

\$81/month per pole

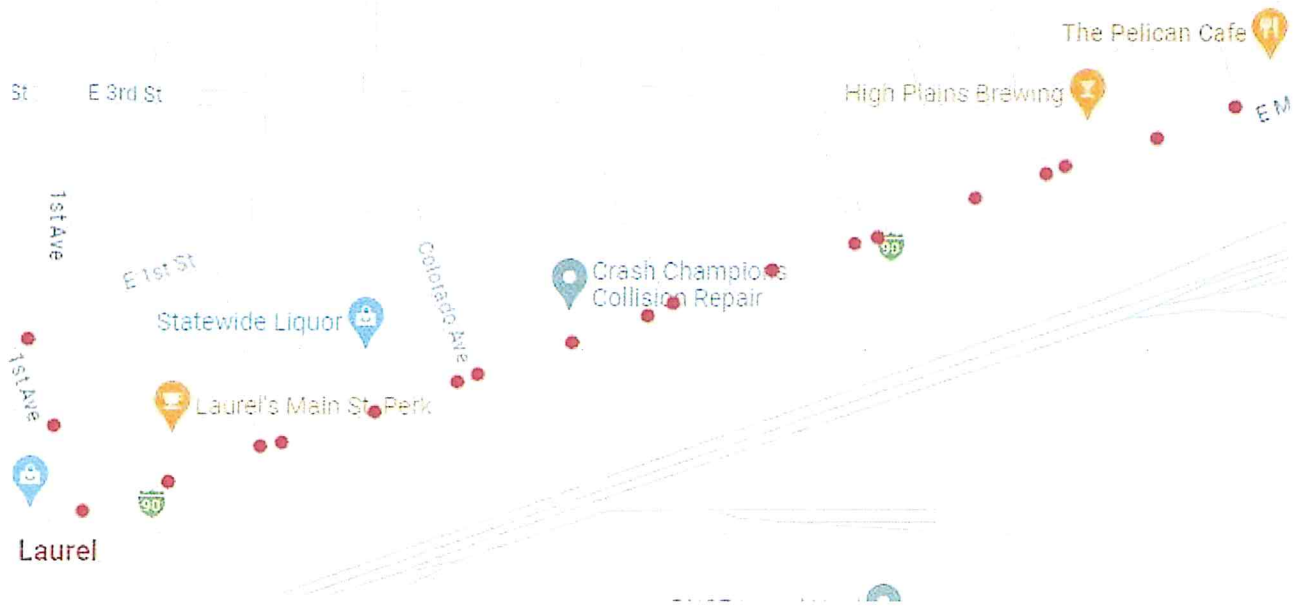
\$35,000 project buy down



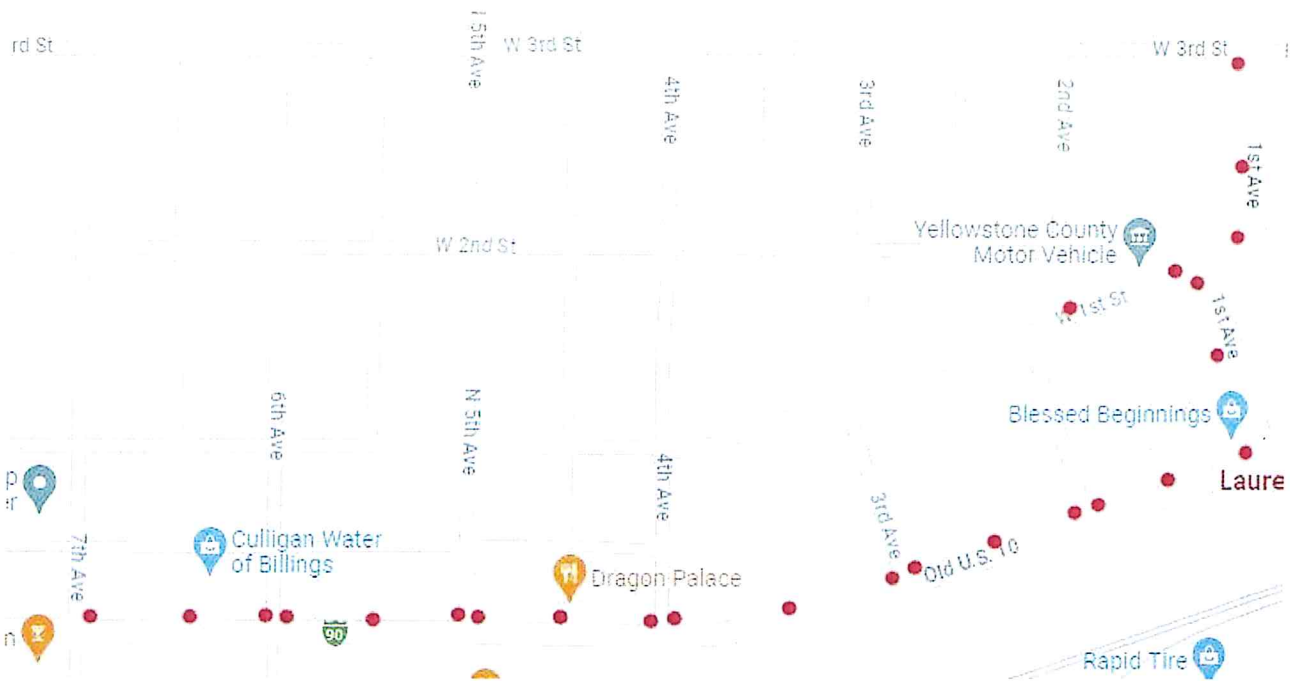
Areas we will be placing light posts— \*\*maps of estimate for placing attached

- a. Main Street (Idaho to 7<sup>th</sup> Ave)
- b. 1<sup>st</sup> Ave (3<sup>rd</sup> St to SE 4<sup>th</sup> St)
- c. SE 4<sup>th</sup> St
- d. Bernhardt

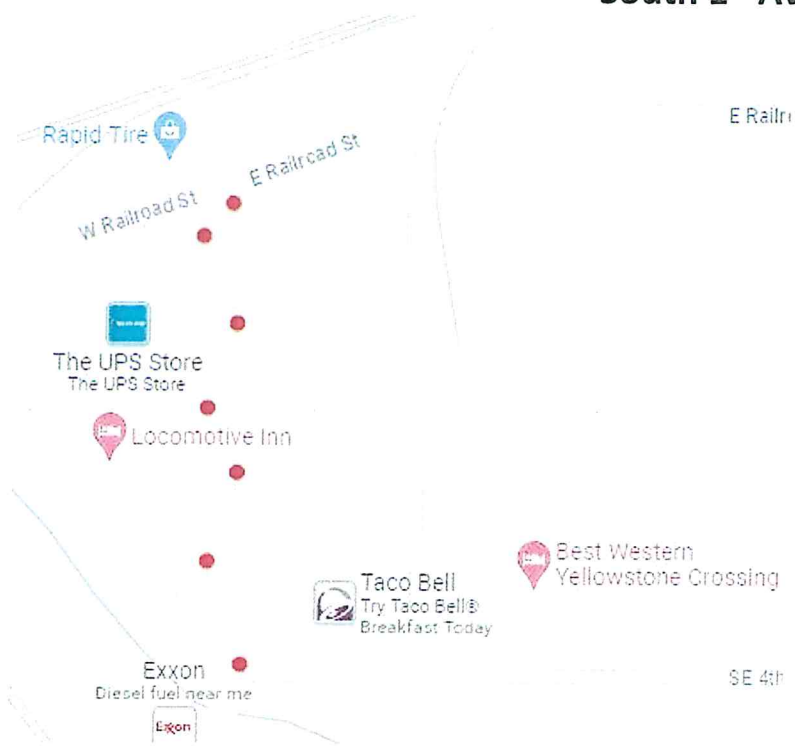
## West Main Street/ 1<sup>st</sup> Ave



## East Main Street/ 1<sup>st</sup> Ave



# South 1<sup>st</sup> Ave



# SE 4<sup>th</sup> St/ Bernhardt



# Downtown Sidewalks

Sidewalks in the downtown business area in bad shape and are not only an eye sore but a tripping hazard as well. We would like to replace/ update the sidewalks, curb and gutters in the areas of need in downtown. This will help clean up the look of the downtown area and make it safer for the community to walk downtown. Attached are images of the some of the damaged/cracked sidewalks around this area. There are also some areas missing sidewalks that we think would be an adding benefit if we install them.

We would like to replace/ update the sidewalks, curb and gutters in the areas of need downtown.

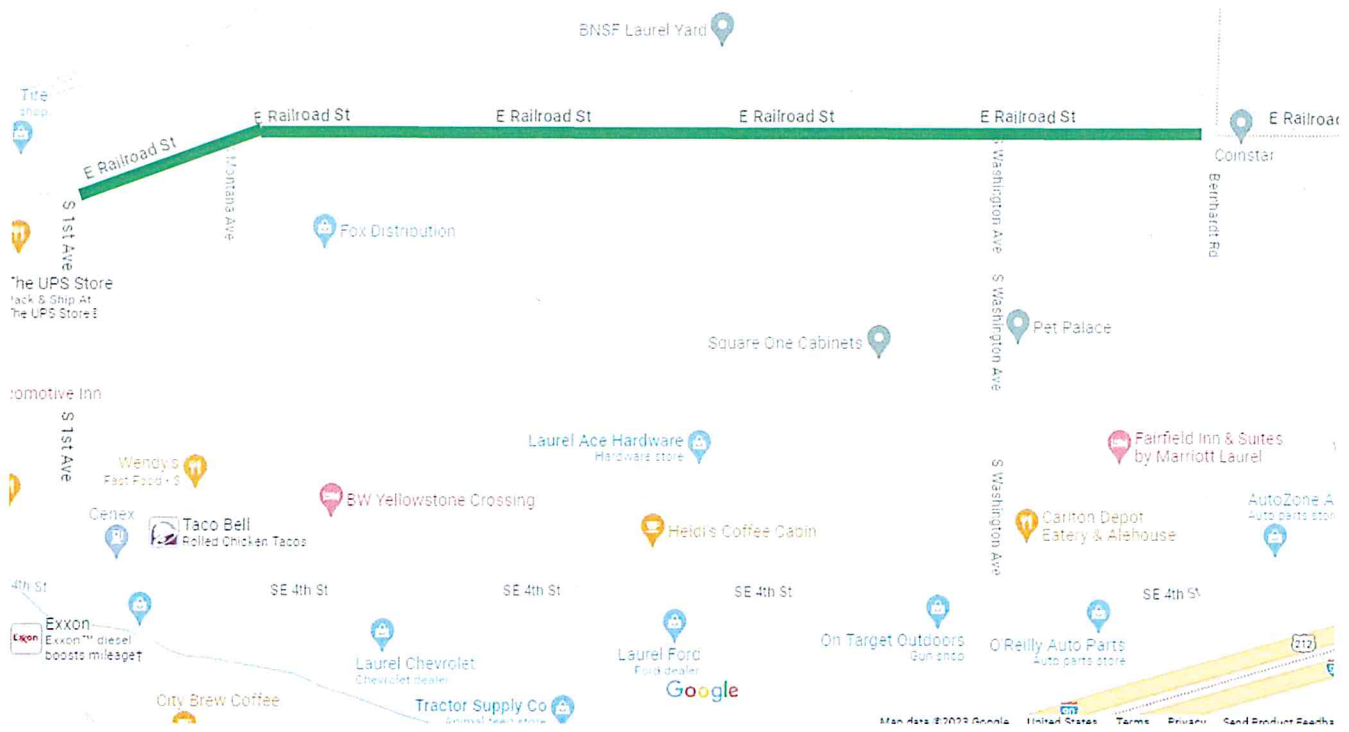
- Replace/update sidewalks, curbs and gutters – see attached maps
- New sidewalk - West Main Street- railroad side (1<sup>st</sup> Ave to 3<sup>rd</sup> Ave)



# Sidewalk East Railroad/ Bernhardt

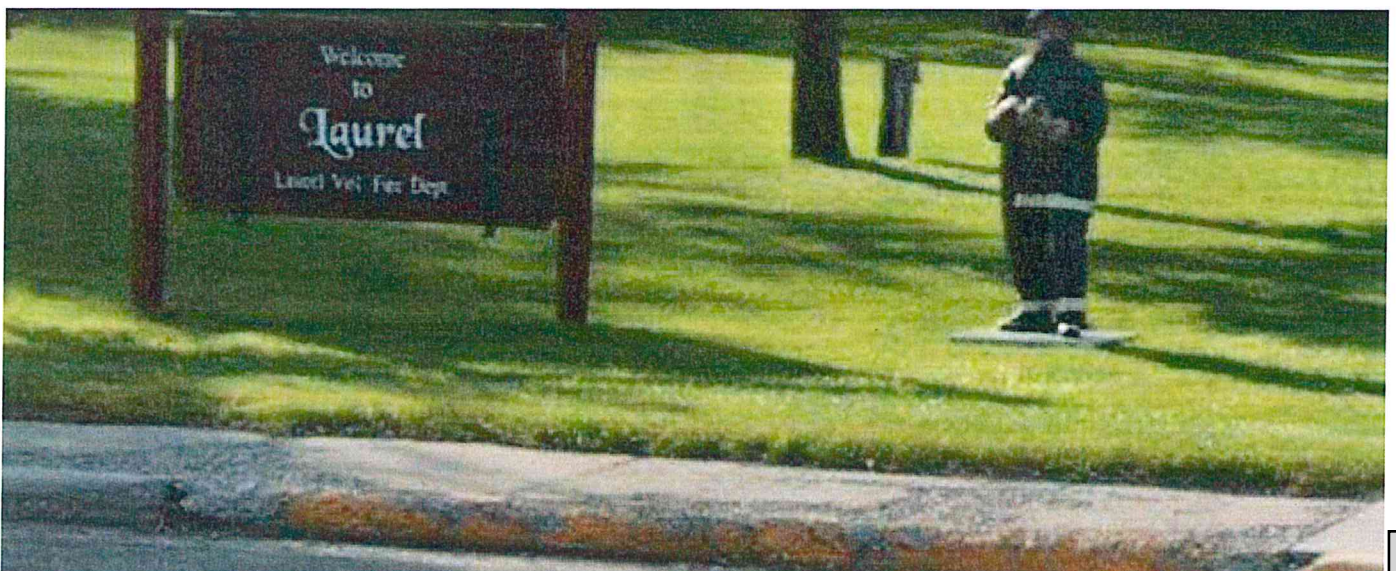
East Railroad to Bernhardt has become a heavily foot traffic path with community members walking to the businesses. They currently walk on the side of the road which creates a hazard for them and for the drivers.

We propose adding a paved path for the pedestrians to walk safely on East Railroad. We also thinking continue the same street lighting on this street would be an additional safety precaution. Attached is the area we are proposing adding a paved path for pedestrians and street lighting.





# East Main- Chamber





## East Main- Outlook



## East Main ST- Beartooth Vet

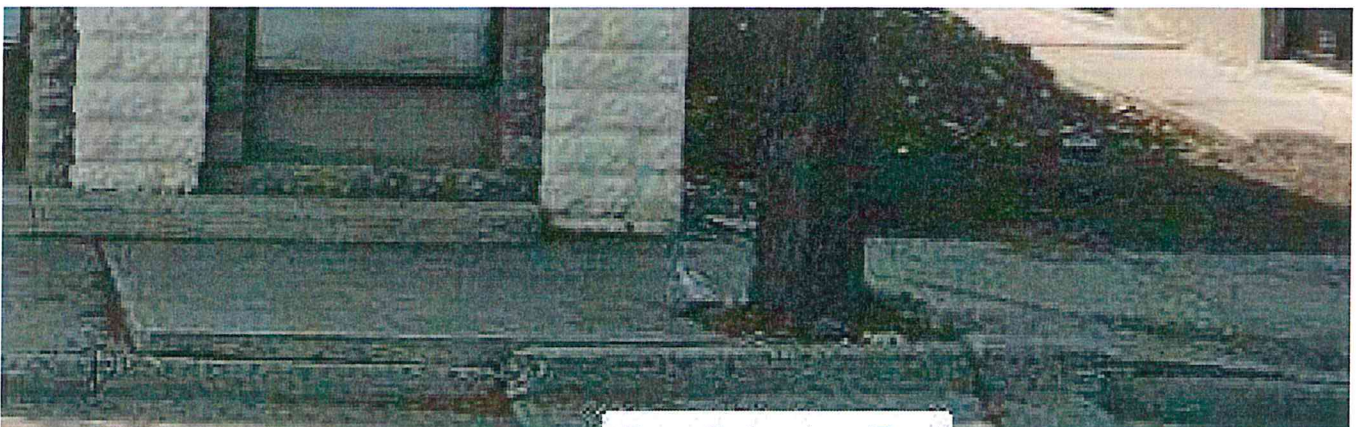




## 1<sup>st</sup> St - Vue & Brew



## 2<sup>nd</sup> Ave - Creamery





# East Main St and 4<sup>th</sup> Ave- FOE & NAPA



# East Main St - Palace





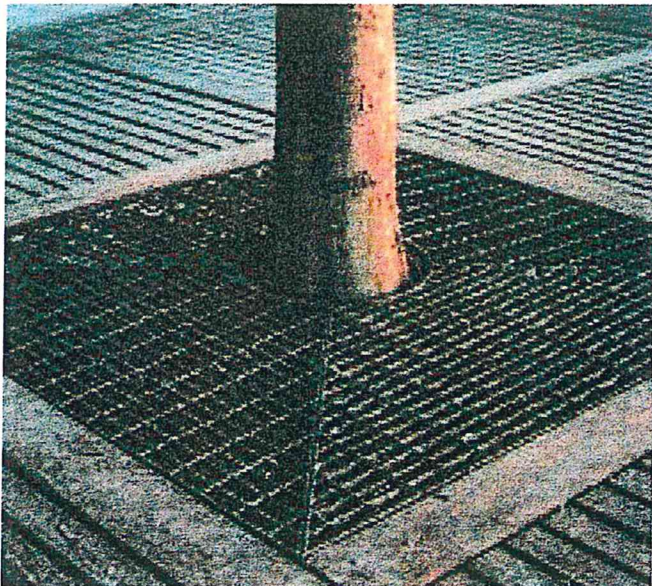
# 1<sup>st</sup> Ave





## Downtown Tree maintenance

We have trees in the downtown area that need some maintenance to help them continue to grow properly. Their roots have cracked the sidewalks and we would propose grating around the trees to prevent this. Please see attached tree report from Larned Tree Service on his recommendations.





## **Larned Tree Service**

### **Enhancing Urban Greenery with Tree Grates: A Sustainable Solution**

**Introduction:** The Downtown trees are mature maintenance free trees that never need to be watered (they should be watered though) and will be replaced with small trees that need lots of maintenance, lots of watering and pruning for the next 25 years. If the trees there now have not been taken care of why would the new trees be taken care of? The answer is they won't be taken care of.

Look how bad main street trees look after the city cut down about 10 other beautiful mature honey locust trees and replaced them with small fragile that have been an eyesore downtown for over 10 years now. The new trees they put in have failed especially on the bowling alley side clear down past the Laurel Outlook. The new trees in front of Thomae Lumber are more Canadian Red trees that are again high maintenance low hanging bushy trees. Not what you want on main street sidewalks etc. Again the mature honey locust trees we have now are done growing fast, have taken root and never need to be watered. They never get pruned or anything they are low maintenance trees. Do not replace them with small high maintenance trees that will not do well. Here is more information about installing tree grates instead.

Trees play a vital role in urban environments by providing numerous benefits, including air quality, reduced heat island effect, and enhanced aesthetics.

Rather than cutting down trees, we propose the installation of tree grates as a sustainable alternative to protect and preserve urban trees while ensuring the safety and accessibility to pedestrians.

#### **Benefits of Trees Grates: and ADA Compliance and Pedestrian Safety:**

Tree grates are designed to be ADA complaint, allowing canes, crutches, and wheelchairs to move safely over them.

Smaller grate openings (1/4 to 3/8 inches) in high traffic areas ensure pedestrian safety and prevent litter accumulation.

#### **Protection for Tripping Hazards:**

Modern tree grates prevent overgrown tree roots from becoming tripping hazards in urban environments. Durable cast iron construction ensures both toughness and aesthetic appeal.

#### **Preservation of Healthy Root Development:**

Tree grates guard the soil and root systems, preventing soil compaction caused by pedestrian and vehicle traffic.

Grate slots allow sunlight, water, and air to reach the tree roots, promoting healthy growth.

#### **Moisture Retention:**

Tree grates help retain moisture in the soil, ensuring adequate hydration for tree roots.

#### **Visual Appeal:**

Tree grates come in various designs, complementing the aesthetics of urban landscapes.

Grate holes prevent litter and debris accumulation, promoting cleaner surroundings.

#### **Enhanced Safety:**

Tree grates contain root systems, eliminating tripping hazards and providing space for other structures like sidewalks, playgrounds and seating areas.

**Options for Tree Guards:**

Tree grates can be paired with tree guards to protect the wildlife and environmental damage

**Choosing the Right Tree Grates and Material:**

Consider weather resistant materials such as steel, cast iron, or recycled plastic.

Coatings like powder coating or Plastisol add durability and aesthetic appeal.

**Appearance:**

Tree grates come in various colors, shapes and designs to match urban surroundings.

Square and round options are available, with no functional difference. Or maybe a local business could be interested in making some.

**Size:**

Measure the tree's diameter and choose a grate with extra space around the trunk.

Common sizes range from 36 to 72 inches, with some grates being adjustable or available in two sections for easy installation and removal.

**Conclusion:**

Installing tree grates is a sustainable and practical solution to protect urban trees, ensuring their longevity and benefits for the community.

These grates offer ADA compliance, safety, aesthetics, and preservation of healthy root systems, making them a valuable addition to any city's green infrastructure.

Instead of cutting down trees, let's invest in their protection through tree grates, enhancing our urban environments for generations to come.

Good Evening

I am Sheri Phillips, Court Clerk III with Laurel City Court

The Laurel City Court is fully on board with the change of collection agencies from SABHRS (State of Montana) to Credit Bureau. We have participated fully in the evaluation of various agencies and in the selection of Credit Bureau. We believe that this agency and their representative will work hard with Court staff to collect outstanding Court debts. The initial data entry into the CBS portal will be a very large undertaking. We will get this done as efficiently as possible.

I would like Council to be aware that historically, the Court staff has worked our Accounts Receivable accounts very actively. We have been with SABHRS collections since July of 2016 when we were approached by Budget and Finance due to the Auditor's findings. The Court made the plan to use the State of Montana (SABHRS) and this was approved by Budget & Finance. The issue came up again in 2019 and according to meeting minutes, the subject was taken off the agenda since it was determined that the auditors were satisfied with the Court collection policy. We have had no further communication regarding this issue since then. Please be aware that we have made every effort to collect outstanding debts. The Court sends out warning letters, Orders to Show Cause and we update our SABHRS collections every month, sending in new accounts. We will follow the same procedure with Credit Bureau with due diligence.

Up until Mr. Klose commented on the Court's receivables at the Council Workshop on September 5, 2023 during the discussion of the Court move, we had been under the impression that the City was satisfied with our collection policy. The Court has not refused to update their policy, it simply has not been brought up again to staff since 2019. This has obviously been a topic of discussion by City Staff. I would like to request that in the future, if there is any issue regarding the Court staff and collection practices that we be notified and invited to attend any meeting where the Court issues are discussed so that we can be aware of the problem and be a part of the solution before it becomes a bigger issue. Effective teamwork begins and ends with communication.

Thank you

MONTANA THIRTEENTH JUDICIAL DISTRICT COURT  
YELLOWSTONE COUNTY

<p>THIEL ROAD COALITION, NORTHERN PLAINS RESOURCE COUNCIL, and MONTANA ENVIRONMENTAL INFORMATION CENTER,</p> <p style="text-align: right;">Plaintiffs,</p> <p>vs.</p> <p>CITY OF LAUREL, YELLOWSTONE COUNTY, and NORTHWESTERN ENERGY, INC.,</p> <p style="text-align: right;">Defendants.</p>	<p>Cause No. DV-2022-1087</p> <p>Honorable Judge Jessica T. Fehr</p> <p style="text-align: center;"><b>ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT</b></p>
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**INTRODUCTION**

This matter comes pursuant to Plaintiffs Thiel Road Coalition, Northern Plains Resource Council, and Montana Environmental Information Center (collectively hereinafter "Plaintiffs") Motion for Summary Judgment filed on February 16, 2023. Defendant Yellowstone County filed their Brief in Response to Motion for Summary Judgment on March 23, 2023. Defendant City of Laurel filed a Statement of Facts Opposing Plaintiffs' Motion for Summary Judgment on March 23, 2023. The City of Laurel also filed their Response Opposing Plaintiffs' Motion for Summary Judgment on March 23, 2023. Defendant Northwestern Energy, Inc., filed their Response to Plaintiffs' Motion for Summary Judgment on March 27, 2023. Plaintiff's filed their Reply Brief on April 10, 2023.



Plaintiffs seek summary judgment from this Court, asking for a legal determination that “the City of Laurel has zoning jurisdiction in the 1-mile extraterritorial area surrounding the City where NorthWestern Energy is building a power plant.” *Plaintiffs’ Motion for Summary Judgment*, at pg. 2. In their *Brief*, Plaintiffs discuss the confusion and conflicting actions regarding which party has jurisdiction. Plaintiffs state that NorthWestern initially acknowledged the City’s zoning authority of the property for the intended gas plant. *Plaintiffs’ Brief in Support of Motion for Summary Judgment*, at pg. 11. Additionally, Plaintiffs claim that at one point, “Yellowstone County’s City-County planner continued to represent that the County had no zoning jurisdiction on zoning matters outside of Laurel city limits, extending 4.5 miles into the County.” *Plaintiffs’ Brief in Support of Motion for Summary Judgment*, at pg. 12.

The City denies that it has zoning jurisdiction in the one (1) mile extraterritorial area surrounding the City where NW Energy is building a power plant (which is County property). *City of Laurel’s Response Opposing Plaintiffs’ Motion for Summary Judgment*, at pg. 2. The proposed construction site consists of two parcels: Parcel 2, COS 1677, S15, T02S, R24E; and Parcel 1 COS 1239, S15, T25, R24E. *Plaintiffs’ Brief in Support of Motion for Summary Judgment*, Galvan Decl., Ex. 7 at 66. Rather, the City respectfully submits that Yellowstone County has indicated an intent, pursuant to its Growth Policy, zoning regulations, and subdivision regulations to exercise jurisdictional control over County parcels and properties. *City of Laurel’s Response Opposing Plaintiffs’ Motion for Summary Judgment*, at pg. 2. Specifically, the County has enacted Subdivision Regulations for the unincorporated portions of the Laurel Planning Jurisdiction, and administration is performed via the City-County Interlocal Agreement, with a clear separation of power and authority between the City and the County. *Id.* To date, the County has not ceded its jurisdictional authority regarding zoning to the City, pursuant to an Interlocal Agreement. *Id.*

Moreover, Montana law contemplates a clear differentiation between a City-County planning jurisdiction, subdivision administration, and the lawful application of zoning regulations. *Id.* The fact that the City and County utilize a City-County Planning Board to analyze both City and County land use issues does not affect jurisdiction, nor does it remove the County's legal right to exercise control and authority over its County residents and properties. *Id.*

This Court rules in favor of the Defendants in this matter, denying Plaintiffs' Motion for Summary Judgment, and entering Judgment in favor of the Defendants. Specifically, this Court finds as follows:

1. Yellowstone County has stated its intent to exercise jurisdictional control over County parcels and properties, including the property at issue in this matter.
2. The City of Laurel has no jurisdictional authority over the property at issue in this matter.
3. Any disputes regarding land use issues for the property at issue in this matter are properly resolved within Yellowstone County and its jurisdictional authority, unless and until such time as Yellowstone County formally cedes its jurisdictional authority to the City of Laurel, through properly-noticed means and appropriate legal mechanisms.

## **LEGAL AUTHORITY**

### **I. General Legal Framework Applicable to Justiciable Controversies**

The judicial power of Montana's courts is limited to justiciable controversies. *Plan Helena, Inc. v. Helena Reg'l Airport Auth. Bd.*, 2010 MT 26, ¶ 6, 355 Mont. 142, 226 P.3d 567. "A justiciable controversy is one upon which a court's judgment will effectively operate, as distinguished from a dispute invoking a purely political, administrative, philosophical or academic

conclusion.” *Id.*, ¶ 8. Courts “have an independent obligation to determine whether jurisdiction exists and, thus, whether constitutional justiciability requirements . . . have been met.” *Id.*, ¶ 11.

The justiciable controversy test has three elements:

First, a justiciable controversy requires that parties have existing and genuine, as distinguished from theoretical, rights or interest. Second, the controversy must be one upon which the judgment of the court may effectively operate, as distinguished from a debate or argument invoking a purely political, administrative, philosophical or academic conclusion. Third, [it] must be a controversy the judicial determination of which will have the effect of a final judgment in law or decree in equity upon the rights, status or legal relationships of one or more of the real parties in interest, or lacking these qualities be of such overriding public moment as to constitute the legal equivalent of all of them.

*Miller v. State Farm Mut. Auto. Ins. Co.*, 2007 MT 85, ¶ 8, 337 Mont. 67, 155 P.3d 1278; *Lee v. State*, 195 Mont 1, 6, 635 P.2d 1282 (1981); *see also Northfield*, ¶ 12; *Brisendine v. State, Dep’t of Commerce, Bd. of Dentistry*, 253 Mont. 361, 364-65, 833 P.2d 1019, 1020-21 (1992).

Montana courts “apply the justiciable controversy test to actions for declaratory judgment to prevent courts from determining purely speculative or academic matters, entering anticipatory judgments, providing for contingencies which may arise later, declaring social status, dealing with theoretical problems, answering moot questions, or giving abstract or advisory opinions.” *Northfield*, ¶ 12; *see also Broad Reach Power*, ¶ 10. “In contrast to a purely political, administrative, philosophical or academic issue, an issue is justiciable if within the constitutional power of a court to decide, an issue in which the asserting party has an actual, non-theoretical interest, and an issue upon which a judgment can effectively operate and provide meaningful relief.” *City of Missoula v. Fox*, 2019 MT 250, ¶ 11, 397 Mont. 288, 450 P.3d 898 (internal quotation marks and citation omitted).

**II. General Legal Framework Applicable to Municipal Powers, Including Powers Exercised by a City that are Related to Land Use Issues.**

In Montana, the extent of a municipality's authority to adopt land use regulations depends on whether it has adopted a self-governing charter or is a general government power. Self-governing powers may exercise any power, provide any services, or perform any functions not expressly prohibited by the constitution, law, or charter. Mont. Const., Art. XI, Section 6 and 7-1-101, MCA.

Municipalities also have self-governing powers. Where statutes provide the framework for specific actions, self-governing powers must strictly follow those requirements; where discretion is required, self-governing powers must substantially comply with the statute (*Gregg v. Whitefish City Council*, 2004 MT 262, ¶ 20 (Mont. 2004)). General governing powers have only those powers provided or implied by law (Mont. Const., Art. XI, Section 4(1); *D & F Sanitation Serv. v. Billings*, 219 Mont. 437, 444-445 (Mont. 1986)). Unless the state legislature specifically provides local governments with general government authority to take a particular action, provide a particular service, perform a particular function, *etc.*, a general government municipality has no authority to act and should not act. *Id.*

Montana law specifically provides municipalities with the authority to adopt a specific statutory framework for a variety of land use and planning regulations, but these are specifically limited by statute. These include: Growth policies (76-1-601, *et seq.*, MCA); Zoning ordinances for municipal zoning (Title 76-2-Part 3); and Subdivision regulations (Title 76, chapter 3) (in relevant part).

In 2003, Montana law was modified to make growth policies optional, non-regulatory documents. *See* Mont. Code Ann. § 76-1-605(2). Under this language, local jurisdictions are not required to have a growth policy. *Id.* If a jurisdiction does adopt a growth policy, that document

does not confer any authority on a local jurisdiction to regulate “that is not otherwise specifically authorized by law or regulations adopted pursuant to the law.” *Id.* In particular, Montana law prohibits a governing body, like the City of Laurel, from imposing conditions on a land use approval based solely on the fact that the development proposal does not comply with the growth policy. *Id.* It also prohibits a governing body, like the City of Laurel, from regulating any land use issues that are not otherwise permitted by law. *Id.* It is a clear, from the statutory framework related to land use issues (and specifically, zoning matters), that a City may only act within the authority specifically granted it by law.

76-1-605. Use of adopted growth policy. (1) Subject to subsection (2), after adoption of a growth policy, the governing body within the area covered by the growth policy pursuant to 76-1-601 must be guided by and give consideration to the general policy and pattern of development set out in the growth policy in the:

- (a) authorization, construction, alteration, or abandonment of public ways, public places, public structures, or public utilities;
- (b) authorization, acceptance, or construction of water mains, sewers, connections, facilities, or utilities; and
- (c) adoption of zoning ordinances or resolutions.

(2) (a) A growth policy is not a regulatory document and does not confer any authority to regulate that is not otherwise specifically authorized by law or regulations adopted pursuant to the law.

(b) A governing body may not withhold, deny, or impose conditions on any land use approval or other authority to act based solely on compliance with a growth policy adopted pursuant to this chapter.

Mont. Code Ann. § 76-1-605(1)-(2).

As such, growth policies are non-regulatory, and they cannot be interpreted to require specific action by a municipality. *Id.*

**III. Applicable Statutory Provisions of the Montana Code Annotated Related to Zoning Issues for Cities and Counties.**

**A. Statutory Provisions Specifically Related to Zoning Requirements for Cities:**

Title 76, Chapter 2, Part 3 of the Montana Code addresses the requirements applicable to municipal zoning issues. Specifically, Mont. Code Ann. § 76-2-310 specifies as follows:

76-2-310. Extension of municipal zoning and subdivision regulations beyond municipal boundaries. (1) Except as provided in 76-2-312 and except in locations where a county has adopted zoning or subdivision regulations, a city or town council or other legislative body that has adopted a growth policy pursuant to chapter 1 for the area to be affected by the regulations may extend the application of its zoning or subdivision regulations beyond its limits in any direction subject to the following limits:

(a) up to 3 miles beyond the limits of a city of the first class as defined in 7-1-4111;

(b) up to 2 miles beyond the limits of a city of the second class; and

(c) up to 1 mile beyond the limits of a city or town of the third class.

(2) When two or more noncontiguous cities have boundaries so near to one another as to create an area of potential conflict in the event that all cities concerned should exercise the full powers conferred by 76-2-302, 76-2-311, and this section, then the extension of zoning or subdivision regulations, or both, by these cities must terminate at a boundary line agreed upon by the cities.

Mont. Code Ann. § 76-2-310(1) (emphasis added). Under Section 76-2-310(1), it is abundantly clear that any extension of zoning or subdivision regulations, into an extra-territorial area, is patently illegal, if “a county has adopted zoning or subdivision regulations ...”. *Id.*

**B. Statutory Provisions Specifically Related to Zoning Requirements for Counties:**

Title 76, Chapter 2, Part 2 of the Montana Code Annotated addresses planning and zoning within County boundaries. Specifically, Mont. Code Ann. § 76-2-201 specifies as follows:

76-2-201. County zoning authorized. (1) For the purpose of promoting the public health, safety, morals, and general welfare, a board of county commissioners that has adopted a growth policy pursuant to chapter 1 is authorized to adopt zoning

regulations for all or parts of the jurisdictional area in accordance with the provisions of this part.

(2) For the purpose of promoting the public health, safety, morals, and general welfare, a board of county commissioners that adopted a master plan pursuant to Title 76, chapter 1, before October 1, 1999, may, until October 1, 2006, adopt or revise zoning regulations that are consistent with the master plan.

Mont. Code Ann. § 76-2-201(1)-(2).

Pursuant to Section 76-2-201(1)-(2), a County is not required to adopt zoning regulations. A County “may” adopt zoning regulations, and those zoning regulations “may” be for “all or parts” of County properties. *Id.* (emphasis added).

Mont. Code Ann. § 76-2-311 continues:

76-2-311. Administration of regulations in extended area. (1) A city or town council or other legislative body may enforce regulations adopted pursuant to 76-2-310, as if the property were situated within its corporate limits, until the county board adopts a growth policy pursuant to chapter 1 and accompanying zoning or subdivision resolutions that include the area.

(2) As a prerequisite to the exercise of this power, a city-county planning board whose jurisdictional area includes the area to be regulated must be formed or an existing city planning board must be increased to include two representatives from the unincorporated area that is to be affected. These representatives must be appointed by the board of county commissioners. Representation must cease when the county board adopts a growth policy pursuant to chapter 1 and accompanying zoning or subdivision resolutions that include the area.

Mont. Code Ann. § 76-2-311(1)-(2) (emphasis added).

Again, the provisions of Section 76-2-311 are clear. First, the exercise of extra-territorial jurisdiction, by a City into County properties, is not mandatory. The statute specifically states that a City “may” – “may” being permissive, not mandatory (versus “must”). Second, where a County has adopted a growth policy and has adopted either zoning or subdivision regulations to include a proposed extra-territorial area, a City may no longer enforce regulations “as if the property were situated within its corporate limits ...”. *Id.*

IV. Applicable Legal Authority Within the City of Laurel, Related to Zoning and Subdivision Regulations.

A. **Applicable City of Laurel Ordinances:**

Ordinance No. 508 of the City of Laurel was passed in May 1957 to address zoning within the City of Laurel. *See* Ex. 1 to Braukmann Dec. Ordinance No. 613, passed on September 2, 1975, thereafter resolved, on the City's behalf, as follows: "... the City of Laurel does hereby extend the jurisdiction of the zoning authority of the City to include all contiguous land within one (1) mile in any direction of the present city limits." *Ordinance No. 613* at § 1 (1975). *Id.* at Ex. 2. The Ordinance, however, was only in effect for "a period of six months ...". *Id.* at § 3.

The City of Laurel thereafter again adopted an applicable Ordinance, specifically Ordinance No. 617, defining the municipal jurisdictional area of the City. *Id.* at Ex. 3. Ordinance No. 617 specifies that "[z]oning and subdivision ordinances and regulations may be enforced within the corporate limits of the municipality and within one (1) mile beyond its corporate limits." *City of Laurel Ordinance No. 617*, § 6. Ordinance No. 617 continues: "The enforcement in the area beyond the corporate limits may be to the same extent as if such property were situated within the corporate limit, until Yellowstone County adopts a master plan pursuant to Title XI, Chapter 38, R.C.M., Amended, and accompanying zoning or subdivision resolutions or both which include the area beyond the corporate limits." *Id.* (emphasis added).

In 1976, the City of Laurel also passed Ordinance 619, which created the Laurel-Yellowstone City-County Planning Board. *Id.* at Ex. 4. Ordinance 619 provides: "... the City of Laurel shall join with Yellowstone County, Montana, in the creation of a joint planning board." *City of Laurel Ordinance No. 619*, § 2. The City-County Planning Board was afforded jurisdictional authority "within the corporate limits of the City of Laurel and extend[ing] four and one-half miles (4 ½) beyond the limits of the City of Laurel." *Id.* at § 4. The City-County Planning



Board was also designated to “function as the zoning commission ...”. *Id.* at § 5. Importantly, pursuant to Ordinance 619, the City of Laurel was not given jurisdictional authority over the extra-territorial 4 ½ mile radius surrounding the City, and including County properties. The Laurel-Yellowstone City-County Planning Board was given jurisdictional authority, as a combined City and County Planning Board, to hear, consider, and make recommendations on land use issues for the extra-territorial area – to their respective regulatory bodies – either the City or the County.

**B. Applicable City of Laurel Resolutions and Related Interlocal Planning Agreement:**

On November 4, 2014, the City of Laurel resolved to approve the execution of an Updated Interlocal Planning Agreement between the City and Yellowstone County. *See Resolution No. R14-80. Id.* at Ex. 6. The Interlocal Agreement entered into in 2014 has specific terms related to land use issues both within the City of Laurel and outside City limits. In relevant part, the City and the County agreed, pursuant to the terms of the Interlocal Agreement:

The County Planning Board has jurisdiction over all of Yellowstone County except the City of Laurel and an area around the City of Laurel that the Joint City/County Planning Board has jurisdiction over.

...

The jurisdictional area of the Board is the City of Laurel and the 4.5 mile area around the City.

*Id.*

The 2014 Interlocal Agreement does not specifically address zoning. It is expressly related to planning and “planning recommendations.” *Id.* In addition, the 2014 Interlocal Agreement does not confer zoning jurisdiction upon the City of Laurel. It contemplates that the Joint City/County Planning Board hear matters regarding land use issues, including properties within an area of 4.5 miles around the City of Laurel. It does not grant authority for the City, versus the County, to

exercise decision-making authority over County residents and their properties. It simply grants to the Joint City/County Planning Board the ability to hear and make recommendations to the proper regulatory body.

**C. Applicable City of Laurel Municipal Code:**

The Laurel Municipal Code (“LMC”), at Section 1.20.010(f) provides as follows:

Zoning and subdivision ordinances and regulations may be enforced within the corporate limits of the city and within one mile beyond its corporate limits. The enforcement in the area beyond the corporate limits may be to the same extent as if such property were situated within the corporate limit, until Yellowstone County adopts a master plan pursuant to Title 76, Chapters 1 and 3, MCA., 1978, amended, and accompanying zoning or subdivision resolutions or both which include the area beyond the corporate limits.

*LMC* § 1.20.010(f) (emphasis added).

Consistent with Montana law, the LMC only contemplates the exercise of extra-territorial jurisdiction, over County properties and residents, if the County has not adopted a Master Plan and has not effected *either* zoning or subdivision resolutions.” *Id.* (emphasis added).

**D. Applicable City of Laurel Subdivision Regulations:**

The City of Laurel, in conjunction with Yellowstone County, has also approved and adopted specific Subdivision Regulations that govern the “public health, safety and general welfare of the citizens of Laurel and its Planning Jurisdictional Area by regulating the subdivision of land ...”. (Ex. 7 to Braukmann Decl.) (*The Subdivision Regulations of the Laurel-Yellowstone County City-County Planning Board*, § 16.03.) These Subdivision Regulations were enacted in 2017, and they were approved by Yellowstone County on March 21, 2017. Yellowstone County has relied upon its Subdivision Regulations in approving multiple different Subdivisions surrounding the City of Laurel. All of these Subdivisions were approved by the Yellowstone County Commissioners, not the City of Laurel City Council. *See* Braukmann Decl. ¶¶ 17-19. The County has retained its jurisdictional control over subdivision approvals and regulation.

V. **Applicable Legal Authority Within Yellowstone County, Related to Zoning and Subdivision Regulations.**

A. **Yellowstone County Growth Policy:**

In 2003, Yellowstone County passed a Growth Policy that, in part, addresses the jurisdiction of the Yellowstone County Planning Board. *See Ex. 2 to Galvan Decl.* (*Yellowstone County Growth Policy*, § 5.4 (Interjurisdictional Coordination and Cooperation)). In 2008, Yellowstone County and the City of Billings updated their Growth Policy Plan by way of the Yellowstone County and City of Billings 2008 Growth Policy Update. *See Ex. 3 to Galvin Decl.*

B. **Applicable Yellowstone County Subdivision Regulations:**

As already noted above, Yellowstone County adopted specific Subdivision Regulations that govern the “public health, safety and general welfare of the citizens of Laurel and its Planning Jurisdictional Area by regulating the subdivision of land ...”. *See Ex. 7 to Braukmann Decl.* (*The Subdivision Regulations of the Laurel-Yellowstone County City-County Planning Board*, § 16.03). These Subdivision Regulations were enacted in 2017, and they were approved by Yellowstone County on March 21, 2017. They provide as follows:

These regulations will be known and may be cited as “The Subdivision Regulations of the Laurel-Yellowstone County City-County Planning Board ...

...

Authorization for these Regulations is contained in the Montana Subdivision and Platting Act (MSPA) (Title 76, Chapter 3, Mont. Code Ann.).

...

These Regulations govern the subdivision of land within the jurisdictional area of the Laurel-Yellowstone City-County Planning Board as shown on the map filed with the Yellowstone County Clerk and Recorder’s Office. The area is described as the lands lying within the City of Laurel and those lands extending four and one half miles beyond the City limits.

*Id.* at §§ 16.01-02, 16.04.

**C. Applicable Yellowstone County Zoning Regulations:**

In November 2020, Yellowstone County adopted the “Yellowstone County Unified Zoning Regulations” (hereinafter “the Zoning Code”). Section 27-102 of the Zoning Code states: “This Zoning Code has been established in accordance with the 2008 Yellowstone County Growth Policy and any updates thereto including the 2016 Lockwood Growth Policy and any County adopted plans and policies related to growth and development of County services ...”. The Zoning Code “applies to all lands within the Yellowstone County zoning jurisdiction boundary”. *Yellowstone County Unified Zoning Regulations*, § 27-103(A). The contemplated area with the County’s “zoning jurisdiction boundary” encompasses a “4 ½ mile jurisdictional area ...”. *Id.* at § 27-201(B). “The boundaries of the zone districts are shown on the Official Zoning Map ...”, referred to as “the Official Zoning Map of Yellowstone County, Montana 4½ Mile Jurisdictional Area.” *Id.* at § 27-202(A).

**D. Applicable County Actions, as it Relates to Both Subdivision and Zoning Issues:**

Not only has the County indicated an intent to enforce zoning and subdivision regulations in the extra-territorial area outside the City outskirts of Laurel, but it *actually has* done so. There are numerous examples, in the past, of how the County has exercised this control. For example, in 2009, the Figgins Subdivision, which is located within the County, but within the extra-territorial area of the City of Laurel, sought variances from the City-County Planning Board. (Ex. 9 to Braukmann Decl., Figgins Subdivision Approval). The City-County Planning Board heard the variance requests, and then, as reflected in the Minutes, referred the matter to the County for decision. *Id.* By way of further example, in 2016, the County considered a Zone Change application for the Allwin parcel, property also located within the extra-territorial area of the City of Laurel. (Ex. 10 to Braukmann Decl., Allwin Zoning Change Approval).

Yellowstone County has also specifically enacted Zoning Regulations for County properties in the extra-territorial area of the City of Laurel. By way of Resolution No. 97-36 (passed on May 15, 1997), the County created a special zoning district known as the Special Zoning District #18 for Thiel Road, Laurel, Montana, which external boundaries were thereafter amended by way of Resolution No. 97-56, passed by the County Commissioners. (Ex. 11 to Braukmann Decl., Resolution No. 97-36 (1997)). The County's Zoning District for Special Zoning District #18 is contained within the 4 ½ mile planning jurisdiction of the City of Laurel. *Id.* Importantly, this zoning, by the County, actually encompasses some of the particular Plaintiffs' properties, as County residents.

These are all clear examples of the County's intent to enact and enforce subdivision and zoning regulations for its County residents, even within the "donut area" of the City of Laurel.

#### **VI. Applicable Montana Case Law Addressing Extra-Territorial Zoning.**

The issues before this Court have been considered by the Montana Supreme Court. The two primary Montana Supreme Court cases that impact this Court's analysis are from 2014 and 2008 -- *City of Whitefish v. Board of County Commissioners of Flathead County*, 2008 MT 436 and *Phillips et al v. City of Whitefish and Board of Commissioners of Flathead County et al*, 2014 MT 186.

In *City of Whitefish v. Board of County Commissioners of Flathead County*, 2008 MT 436, the Montana Supreme Court was asked to consider various injunctive relief issues related to an extraterritorial zoning challenge, specifically involving the existence of an Interlocal Agreement. The City of Whitefish (hereinafter "Whitefish") and the Board of Commissioners for Flathead County (hereinafter "Flathead County") entered into an Interlocal Agreement in February 2005. *Id.* at ¶ 1. The Interlocal Agreement memorialized many cooperative planning practices in which

the parties had engaged for several decades. *Id.* In 2008, Flathead County issued a resolution that rescinded the County's consent to the Interlocal Agreement in violation of the express terms of the Agreement. *Id.* Whitefish filed a complaint against Flathead County seeking various forms of relief, including a preliminary injunction. *Id.* The Eleventh Judicial District Court denied the injunction and ruled that the Interlocal Agreement was invalid. *Id.* Whitefish appealed from the District Court's decision denying the injunction and ruling that the Interlocal Agreement was invalid. *Id.*

The specific facts and procedural background underlying *Whitefish v. Flathead County* are as follows:

In 1967, the City and County jointly created the Whitefish City-County Planning Board (Board). The Board enjoyed a planning jurisdictional area of four and one-half miles around the City. Additionally, from 1967 to 2005, the City of Whitefish, in accordance with applicable law and with the consent of Flathead County, zoned the perimeter of land circling the City and extending one mile outside of the City limits. This area was called the City's extra-territorial zoning jurisdiction.

...

In February 2005, after two years of negotiation, the City and County entered into a formal interlocal agreement. Among other things, the Agreement reduced the jurisdiction of the Board to two miles outside of the Whitefish city limits. The Agreement also provided that within these two miles, the City would have sole zoning authority and sole authority to establish and enforce subdivision, floodplain and lakeshore protection regulations, as well as complete authority to adopt and amend a growth policy.

*Whitefish* at ¶¶ 3-4.

In suing Flathead County, Whitefish argued that the County had breached the Agreement, and asserted that only the City of Whitefish had jurisdiction to enforce zoning within the two-mile area outside of the City limits. *Id.* The District Court ruled in favor of the County and determined that the Interlocal Agreement was invalid. *Id.* at ¶ 6. Whitefish then appealed the District Court's

determination, asking the Montana Supreme Court to find that the Interlocal Agreement was valid and enjoining the County from enforcing zoning in the two-mile extra-territorial area. *Id.*

The Montana Supreme Court found in favor of the City of Whitefish, although the holding of the Montana Supreme Court was related only to its determination that there were procedural errors by the District Court in not granting the preliminary injunction, and not as to the legal issues involved in extra-territorial zoning. *Id.* at ¶ 27. The Court stated:

... we conclude that in order to justify the entry of a preliminary injunction, the City of Whitefish was required at a minimum to make a prima facie showing of the existence of a duly executed contract between itself and the County, and a violation of its rights under that contract by virtue of the County's unilateral decision to breach the Agreement by withdrawing from it. This, the City has done. ... [Therefore] ... we vacate the District Court's order denying the City's application for preliminary injunction and remand this matter to the District Court for entry of a preliminary injunction preserving the status quo pending a trial on the merits."

*Id.* at ¶¶ 26-27.

The Court's opinion contains the relevant analysis utilized by the District Court, as it relates to extra-territorial zoning issues.

The District Court started its analysis by exploring the legal authority for interlocal agreements. The District Court observed that substantial constitutional and statutory authority existed allowing cities and counties to enter into interlocal agreements and share or delegate authority—specifically, Article XI, Section 7 of the Constitution, §§ 7-11-104, 76-1-112, 76-1-504, and 76-2-310, MCA. The court noted, however, that while § 7-11-104, MCA, expressly authorizes creation of interlocal agreements, §§ 76-2-310 and -311, MCA, provide that extending zoning and subdivision regulation jurisdiction to a city is authorized “except in locations where a county has adopted zoning or subdivision regulations” and “until the county board adopts a growth policy pursuant to chapter 1 and accompanying zoning or subdivision resolutions that include the area.”

Therefore, the District Court determined, an agreement may facilitate a city's exercise of extra-territorial jurisdiction for only so long as the county has not adopted a growth policy and zoning or subdivision regulations for the area.

*Id.* at ¶ 9.

This relevant analysis was not disputed or overturned by the Montana Supreme Court.

After remand, Whitefish and Flathead County requested an extension of time from the District Court to allow opportunity for settlement discussions. *Phillips* at ¶¶ 11. The parties then created a joint committee of elected officials and City and County residents, forming a resolution committee, to attempt to resolve the issues by negotiation. *Id.* Over eight months, the resolution committee held several public meetings and proposed amendments to the Interlocal Agreement to provide County oversight of the City's exercise of zoning jurisdiction in the area. *Id.* The proposed amendments, "would allow either party to terminate the Agreement after giving one year's notice and participating in alternative dispute resolution, and set a five-year duration term subject to renewal by the parties." *Id.* The proposed changes were further discussed at public meetings of the City Council and County Commissioners because both the City and County had to agree. *Id.*

On November 15, 2010, the City Council passed a resolution authorizing the Whitefish City Manager to sign a 2010 Interlocal Agreement on behalf of the City. *Id.* During that meeting, the City Council passed a second resolution authorizing the City to seek dismissal of the 2008 lawsuit. *Id.* Then, on November 30, 2010, the County Commissioners adopted a resolution identical to the City's resolution authorizing the County to enter the 2010 Interlocal Agreement. *Id.* The City and County filed a joint motion to dismiss the 2008 lawsuit, stating to the District Court that the litigation was moot because the 2010 IA was fully in effect and specifically replaced the 2005 IA. *Id.* There, intervenors in that case opposed dismissal. *Id.* The District Court dismissed the action on July 11, 2011, finding that the 2010 IA had rendered the 2005 IA void and resolved the issues between the parties. *Id.* In that case, both the City and the County participated in approving resolutions specifically identifying who was responsible for exercise of extra-territorial jurisdictional rights. *Id.* The proceedings involved public hearing and approval of a specific IA that clearly delineated jurisdictional rights. *Id.* By doing so, the City and the County were able to



jointly provide City and County residents the opportunity for appropriate public hearing, as well as ensure that the jurisdictional rights and obligations were clearly articulated in the Interlocal Agreement between the two governmental bodies. *Id.*

The Montana Supreme Court was later asked, in 2014, to again address extra-territorial zoning issues, in *Phillips et al v. City of Whitefish and Board of Commissioners of Flathead County et al*, 2014 MT 186 (Mont. 2014). *Phillips* assisted in clearing up some of the legal issues stemming from the *Whitefish* litigation. In its analysis in *Phillips*, the Montana Supreme Court stated:

A city may adopt a growth policy and implement zoning and subdivision regulation in an area beyond the city limits only if the county has not “adopted zoning or subdivision regulations” in that area. Section 76-2-310(1), MCA. Likewise, a city may enforce its zoning and subdivision regulations in the extended area only “until the county board adopts a growth policy . . . and accompanying zoning or subdivision resolutions that include the area.” Section 76-2-311(1), MCA. Thus, by statute, a city’s authority to zone and regulate outside its boundaries is limited to instances where the county has not exercised its authority, and only until the county does so.

State law also provides geographical limits for a city’s exercise of zoning and subdivision authority outside its boundaries. As a city designated by statute of the second class, according to its population, § 7-1-4111(2), MCA, Whitefish could extend its regulations for up to two miles beyond the city limits, § 76-2-310(1)(b), MCA. State law also allows local governments to create joint planning boards, § 76-1-112(1), MCA, and to enter into interlocal agreements concerning joint provision and maintenance of various services, § 7-11-104, MCA.

*Phillips* at ¶¶ 6-7 (emphasis added). In deciding the issues before it in *Phillips*, the Court further stated:

Although we are not deciding in this case whether zoning authority was the proper subject of an interlocal agreement, nonetheless the action here was simply an amendment to an interlocal agreement that had provided, at most, consensual authority from the County for the City to act. Not only did the IA amendments not actually zone, but they also did not alter the contractual designation of which local government had current authority to zone in the donut. Land-use authority in the donut under the 2010 IA remained with the City, while an unspecified power of oversight in the County was added.

...

Even without the IA in place, the City had the power under § 76-2-311, MCA, to zone in the donut up until the County determined to adopt its own regulations.

*Id.* at ¶ 42-43 (in relevant part).

What is clear from the *Phillips* decision is that 1) a City and County may certainly contract for designation of “powers,” as it relates to zoning issues and 2) if a County has taken specific steps to adopt its own regulations, a City is precluded from acting in relationship to extra-territorial zoning.

### ANALYSIS

The Montana Supreme Court’s clear direction regarding extra-territorial zoning, contained in its statements interpreting Mont. Code Ann. § 76-2-310, is evaluated by this Court, in its analysis. “A city may adopt a growth policy and implement zoning and subdivision regulation in an area beyond the city limits only if the county has not “adopted zoning or subdivision regulations” in that area. *See* Mont. Code Ann. § 76-2-310(1). Likewise, a City may enforce its zoning and subdivision regulations in the extended area only “until the county board adopts a growth policy . . . and accompanying zoning or subdivision resolutions that include the area.” Mont. Code Ann. § 76-2-311(1). Thus, by statute, a City’s authority to zone and regulate outside its boundaries is limited to instances where the County has not exercised its authority, and only until the county does so. *Phillips* at ¶¶ 6-7.

#### **I. The County has Exercised its Authority to Enact a Growth Policy, Pursuant to Mont. Code Ann. § 76-2-310.**

Yellowstone County has a specific Growth Policy, which was first adopted in 2003. While the Growth Policy itself indicates that the City of Laurel is “outside the Yellowstone County Planning Board’s jurisdiction” and that the City is not specifically subject to the County’s Growth

Policy, the Policy is also silent on the issue of how extraterritorial zoning issues should be addressed. The County’s Growth Policy does not specifically speak to how zoning is actually enforced and, when enforced, by whom (the City or the County). It also does not address the procedural components of how these issues are meant to be handled, between the City and the County. There are no express provisions explaining whether a zoning application should, in fact, be presented to the Laurel City-County Planning Board, and then that Board in turn cedes the determination to either 1) the City of Laurel, or 2) Yellowstone County. What is clear is that – by not ceding jurisdiction to the City of Laurel – and by simply promulgating a Joint City/County Planning Board, the County has not effectively “given up its rights” over its residents. Had the County wished to do so, of course, it could have – and the appropriate mechanism would be an Interlocal Agreement between the City and the County, which clearly delineates that the County does not wish to exercise jurisdictional control over its residents. Therefore, on its face, the first “prong” of the statutory requirements is not met by the Plaintiffs in this case. A Growth Policy does exist. That Growth Policy does not cede zoning jurisdiction to the City of Laurel. It merely gives the City-County Planning Board the ability to hear and make “planning recommendations” to the appropriate governing body – in this case, for a County parcel and properties – to the County.

**II. The County has Exercised its Authority to Enact Subdivision Regulations, Pursuant to Mont. Code Ann. § 76-2-311(1).**

The other “prong” of analysis, applicable to this issue, is whether the County has adopted specific zoning or subdivision resolutions applicable to the extraterritorial area. Yellowstone County specifically adopted subdivision regulations within the County, first in 2006 and again in 2017. As explained above, these subdivision regulations clearly apply to the City of Laurel’s contiguous areas, including a four and a half (4 ½) mile radius of the City of Laurel city limits.

Immediately, the enactment of these subdivision regulations took the City outside the jurisdictional authority that it might have previously had to enact and enforce extra-territorial zoning.

In addition, practically speaking, the County has and continues to enforce zoning and subdivision regulations for its County residents. *See supra*. It has done that by regulating over forty different subdivisions, all within the extra-territorial purported “control” of the City of Laurel. It has done that by enacting zoning and other regulations for County residents, that are in the same purview as the NW Energy property. It has done that by, in fact, zoning the exact parcels of County property owned by some of the Plaintiffs in this litigation. It has done that by its clear intention to this Court to exercise control, moving forward. This is a clear exercise of the County’s control over these County properties, and a clear removal of any control that the City of Laurel may have over these properties.

**III. The County has Not Ceded its Authority Over County Residents and Properties Pursuant to an Interlocal Agreement with the City of Laurel.**

Considering the City and County’s Interlocal Agreement, it is likewise clear that the County did not intend, under the IA, to grant the City jurisdictional authority to enforce extra-territorial zoning. The City of Laurel’s Interlocal Agreement with the County is limited in scope. The Agreement very specifically only contemplates the creation and utilization of a joint City-County Planning Board. The City is tasked, under the Agreement, with administering funding and addressing planning matters, through the Board. The Agreement does not specify that the City has any jurisdictional authority outside the City of Laurel City limits. The Agreement also does not specify that the City has extra-territorial authority to address zoning or subdivision issues, outside of consideration of these issues by the Planning Board, and then appropriate referral to the governing body.

The City recognized and acknowledged, in its Briefing, that this authority could be ceded to it, if the County chose (or chooses) to do so. However, that has not happened. The County has not asked the City to enforce zoning and subdivision regulations beyond City limits. In fact, the County's actions have indicated that it has full exercise and control over its own residents, contrary to the Plaintiffs' arguments. That is evidenced by its actions, consistently throughout, in relationship to subdivisions in the extra-territorial area, as well as other zoning matters. If the City of Laurel is going to undertake control over these properties, that work has to be done by way of an Interlocal Agreement that clearly specifies how and to what extent this work will be done. It has to involve giving County residents the right to appear and protest at public hearings, the right to be heard, and the right to speak about whether they want the City to exercise this control. That right has never been given to County residents. To cede that right from County residents, where they have never been given an opportunity to participate and protest, would be a direct contravention of Montana law and the rights and obligations that these landowners hold, as County property owners.

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CONCLUSION

Here, Yellowstone County has asserted subdivision jurisdiction and advises the Court that it intends to acquire zoning jurisdiction. Yellowstone County's resolution demonstrates this case will be rendered moot. Based upon the foregoing, this Court denies Plaintiffs' Motion for Summary Judgment.

IT IS ORDERED that Plaintiffs' Motion for Summary Judgment is hereby DENIED.

Dated this 5th day of February, 2024.

/s/ Hon. Jessica T. Fehr

\_\_\_\_\_  
HON. JESSICA T. FEHR  
DISTRICT COURT JUDGE

cc: Amanda Galvan, Esq., Marcy Chochenour, Esq., Emily Qiu, Esq.  
Michelle Braukmann, Esq.  
Melissa Williams, Esq.  
Harlan Krogh, Esq., Ben Alke, Esq.

**File Attachments for Item:**

13. Budget/Finance Committee Minutes of January 23, 2024.

**Minutes of City of Laurel  
Budget/Finance Committee  
Tuesday, January 23, 2023**

**Members Present:** Michelle Mize, Emelie Eaton, Heidi Sparks, Casey Wheeler

**Others Present:** Amber Hatton, Mayor David Waggoner

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

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

**General Items –**

1. Review and approve the revised December 26, 2023, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the revised minutes of December 26, 2023. Michelle Mize seconded the motion, all in favor, motion passed 4-0.
2. Review and approve the January 09, 2024, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of January 09, 2024. Casey Wheeler seconded the motion, all in favor, motion passed 4-0.
3. Review and approve purchase requisitions. There were none.
4. Review and recommend approval to Council; claims entered through January 19, 2024. Richard Klose moved to approve the claims and check the register for claims entered through January 19, 2024. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
5. Review and approve Payroll Register for the pay period ending January 07, 2024, totaling \$242,056.19. Heidi Sparks motioned to approve the payroll register for the pay period ending January 07, 2024, totaling \$242,056.19. Casey Wheeler seconded the motion, all in favor, motion passed 4-0.

**New Business –**None

**Old Business –** None

**Other Items –**

1. Review Comp/OT reports for the pay period ending January 07, 2024.
2. Mayor Update – The Mayor stated that the annual audit is complete. He explained that there were a few audit findings that will be addressed.
3. Clerk/Treasurer Financial Update-Kelly was absent from the meeting.

**Announcements –**

4. The next Budget and Finance Committee meeting will be held on February 13, 2024, at 5:30 pm.
5. Casey Wheeler is scheduled to review claims for the next meeting.

Meeting Adjourned at 5:49 p.m.



Respectfully submitted,

A handwritten signature in cursive script that reads "Kelly Strecker". The signature is written in black ink and is positioned above the printed name and title.

Kelly Strecker  
Clerk Treasurer

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

**File Attachments for Item:**

14. Cemetery Commission Minutes of January 16, 2024.

MINUTES  
CITY OF LAUREL  
CEMETERY COMMISSION  
TUESDAY JANUARY 16,2024  
COUNCIL CHAMBERS  
Meeting started at 5pm

In Attendance; Tom Canape, Steve Hurd, David Gauslow, Wallace Hall, , and chairman Richard Klose

PUBLIC INPUT; There was none

GENERAL ITEMS;

1. Approve Minutes of October 17, ,2023 Motion by HURD 2<sup>nd</sup> by Hall motion pass

OLD BUSINESS;

1. Eagle Scout Project; no report
2. Still need a map for the kiosk

NEW BUISNESS;

1. A Report by Hurd on collection boxes for used flags; Dean Rankin is checking on the cost to make one
2. Election of chairman; Klose was re-elected motion by Hurd 2<sup>nd</sup> by Hall motion pass
3. Election of vice chair; Hall was elected motion by Hurd 2<sup>nd</sup> by Gauslow motion pass

Next meeting APRIL 16,2024

Meeting ADJURNED at 5:30pm

**File Attachments for Item:**

15. Laurel Urban Renewal Agency Minutes of January 29, 2024.



**MINUTES  
CITY OF LAUREL  
LAUREL RENEWAL AGENCY  
MONDAY, JAN 29TH, 2024  
11:00 AM  
CITY COUNCIL CHAMBERS**

A LAUREL RENEWAL AGENCY meeting was held in Council Chambers and called to order by Judy Goldsby at 11:00 p.m. on Jan 29<sup>th</sup>, 2024

**COMMITTEE MEMBERS PRESENT:**

X	Judy Goldsby		Vacancy
X	Cami Nelson	x	Daniel Klein
X	Cheryl Hill	x	Kurt Markegard
x	Janice Lehman		

**OTHERS PRESENT:**

x	Mardie Spalinger
	Steve Solberg
	Dean Rankin
	Dianne Lehm
x	NWE Staff
x	Don Smarsh

**General Items:**

1. Roll Call
2. Approval of Minutes – Cami approved minutes and Daniel 2nd

**New Business:**

1. NWE presented the Decorative Light option:

\$120, 000 initial cost - approx. total of 74 lights at \$81 per pole = \$6,000 est per month rental cost. Benefit is the city doesn't have to maintenance, repair and/or replacement costs.

It was discussed we request for the city council to extend the lighting district to incorporate the lights are are currently not in the lighting district. LURA would be willing to fund the monthly cost until the city council can finalize the expansion and payment.

2. Election of officers was moved to Feb 26<sup>th</sup> – Motion by Daniel – 2<sup>nd</sup> by Cheryl
3. Kurt Address the financial records – we currently have \$4,617,460.70 in account
4. Presentation process was discussed – Cami and Cheryl will go to speak to Council at the next workshop. We as a group we will do a presentation with North West Energy when we can be put on the agenda.

**Old Business:** There was non

**Other Items:**

**Announcements:**

Next Meeting is Feb 13th, 2024

**Adjourn Meeting:** Daniel made a motion to adjourn the meeting, Cami 2<sup>nd</sup> at 12:35

Respectfully submitted,

Cheryl Hill  
LURA Secretary

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



**File Attachments for Item:**

16. Emergency Services Committee Minutes of January 22, 2024.



**MINUTES  
CITY OF LAUREL  
EMERGENCY SERVICES COMMITTEE  
MONDAY, JANUARY 22, 2024**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, November 27, 2023, by Chair- Heidi Sparks

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Jodi Mackay, Richard Klose, Jim Irvin

**Others Present:** Ambulance Director Lyndy Gurchiek, Fire Chief JW Hopper, Troy Charbonneau- Ambulance, Travis Nagel-Assistant Captain, Police Chief Stan Langve, Srgt Jared Anglin

**Public Input:** None

**General Items**

1. Irv Wilke nominated Heidi Sparks as Chair. No further nominations. Irv moved to approve, Jodi seconded- Motion carried 4-0. Irv Wilke nominated Jodi Mackay. No further nominations. Irv moved to approved, Jim seconded- Motion carried 4-0.
2. Approval of Emergency Services Committee minutes of November 27, 2023. Irv Wilke moved to approve the minutes; Richard Klose seconded- Motion carried 5-0

**New Business**

3. Update from Emergency Departments
  - a. Police Chief Stan Langve- report attached
    - i. Staffing is the biggest issue of concern at this time
    - ii. Looking at adding 2 individuals to the reserves- will be presenting to City Council at the meeting January 23
    - iii. Increased gang and youth gang activity
    - iv. Richard Klose asked if both Officer Ratcliff and Officer Lafrombois will be going to the academy at the same time. Chief Langve stated if there is room in the April academy, that would be the desire to get completed before June
  - b. Ambulance Director Lyndy Gurchiek - Report attached
    - i. Staffing continues to be a struggle, resignation. One of the volunteers may move into a full time position
    - ii. Recertification time, making sure everyone has the certifications needed
    - iii. Looking into app (Zello)- this will allow for better radio coverage. Not a replacement for the current radio system, but an enhancement to improve radio usage in areas of limited coverage
    - iv. Proposal for updated fee schedule including out of district fee for Ward 5 calls

- c. Fire Chief JW Hopper - Report attached
  - i. Training taking place includes Navigation. This involves “hiding” flags at difficult to find addresses/locations and sending the crew out to find them
  - ii. Take away from the E 4<sup>th</sup> Structure Fire- looking at options for a heating tent to help keep the crew warm during extreme cold weather calls- temp at time of this call was -28
  - iii. CO Monitors- Albertsons is donating funds, Cotters is donating funds which should cover 2 monitors. Looking for additional donations to cover a 3<sup>rd</sup> monitor. Right now, have to be transported to Billings to check for CO poisoning

**Old Business:**

**Other Items:**

- 4. Jodi asked Chief Langve if he has connected with Oli from Comtech regarding cameras for the parks. Chief Langve stated this is on his to-do list

**Announcements**

- 5. Next Meeting will be Monday, February 26, 2024, at 6:00pm in Council Chambers

Meeting adjourned at 6:45pm



# LAUREL FIRE DEPARTMENT

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

## *Emergency Services Meeting 11/27/2023-1/22/2024*

### Calls-

- Responded to 94 Total Calls for 11/27/2023-1/22/2024.
- 2023 Total Calls.
  - 413 Fire Calls.
    - See attached sheet with fire calls on it.
  - 168 Ambulance Driver Calls.

### Training-

- Traffic Control
- Navigation (Capture the Flag)
- After Action Review
  - Molt Structure Fire
  - E 4<sup>th</sup> Structure Fire
  - Spring Creek Structure Fire
- Cold Water & Ice Rescue Training

### Rookie School Training-

- Traffic Control
- Communication
- Navigation
- ICS

### Department News-

- Current Numbers
  - 33 Members
    - 2 firefighters on leave of absence.
    - 3 firefighters in Rookie School.
    - Justin Harris has moved to Joliet.
- Misc.-
  - Working with Ambulance on a radio app for phones. Dunn Communications is helping with this.
  - Working with Ambulance to purchase 2 to 3 CO Monitors. These will benefit both the community and the fire fighters.
  - Albertson's Knox box is installed.
  - Met with Billings Fire on New Structure Engine.
  - New Extrication Tool (ripper)
  - Brittney is helping us with getting all fire fighter city ID cards.
  - Started working on recruiting video and ideas.
    - Introducing fire fighters using social media.
    - Looking at the possibility of billboard for recruiting.

# Laurel Volunteer Fire Department

Laurel, MT

This report was generated on 1/19/2024 1:37:29 PM



## Incident Type Count per Station for Date Range

Start Date: 01/01/2023 | End Date: 12/31/2023

INCIDENT TYPE	# INCIDENTS
<b>Station: 1 - STATION 1</b>	
100 - Fire, other	3
111 - Building fire	13
114 - Chimney or flue fire, confined to chimney or flue	1
118 - Trash or rubbish fire, contained	3
121 - Fire in mobile home used as fixed residence	1
122 - Fire in motor home, camper, recreational vehicle	1
130 - Mobile property (vehicle) fire, other	1
131 - Passenger vehicle fire	5
140 - Natural vegetation fire, other	2
141 - Forest, woods or wildland fire	3
142 - Brush or brush-and-grass mixture fire	9
143 - Grass fire	18
150 - Outside rubbish fire, other	1
151 - Outside rubbish, trash or waste fire	7
154 - Dumpster or other outside trash receptacle fire	1
160 - Special outside fire, other	1
171 - Cultivated grain or crop fire	1
251 - Excessive heat, scorch burns with no ignition	1
300 - Rescue, EMS incident, other	1
311 - Medical assist, assist EMS crew	67
322 - Motor vehicle accident with injuries	46
324 - Motor vehicle accident with no injuries.	68
342 - Search for person in water	1
352 - Extrication of victim(s) from vehicle	4
353 - Removal of victim(s) from stalled elevator	1
360 - Water & ice-related rescue, other	1
362 - Ice rescue	1
411 - Gasoline or other flammable liquid spill	3
412 - Gas leak (natural gas or LPG)	14
424 - Carbon monoxide incident	4
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	8
445 - Arcing, shorted electrical equipment	1
463 - Vehicle accident, general cleanup	1
531 - Smoke or odor removal	1
542 - Animal rescue	1

Only REVIEWED incidents included.



emergencyreporting.com  
Doc Id: 857  
Page # 1 of 2

INCIDENT TYPE	# INCIDENTS
550 - Public service assistance, other	2
551 - Assist police or other governmental agency	2
553 - Public service	1
561 - Unauthorized burning	1
571 - Cover assignment, standby, moveup	1
600 - Good intent call, other	6
611 - Dispatched & cancelled en route	14
622 - No incident found on arrival at dispatch address	12
631 - Authorized controlled burning	5
650 - Steam, other gas mistaken for smoke, other	1
651 - Smoke scare, odor of smoke	8
652 - Steam, vapor, fog or dust thought to be smoke	1
661 - EMS call, party transported by non-fire agency	1
671 - HazMat release investigation w/no HazMat	2
700 - False alarm or false call, other	8
711 - Municipal alarm system, malicious false alarm	1
730 - System malfunction, other	2
731 - Sprinkler activation due to malfunction	1
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	1
740 - Unintentional transmission of alarm, other	6
743 - Smoke detector activation, no fire - unintentional	17
744 - Detector activation, no fire - unintentional	10
745 - Alarm system activation, no fire - unintentional	9
746 - Carbon monoxide detector activation, no CO	1
812 - Flood assessment	1
814 - Lightning strike (no fire)	2

# Incidents for 1 - Station 1:

413

Only REVIEWED incidents included.



**Laurel Emergency Services Report created 1/22/24:**

**2020**

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

**2021**

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

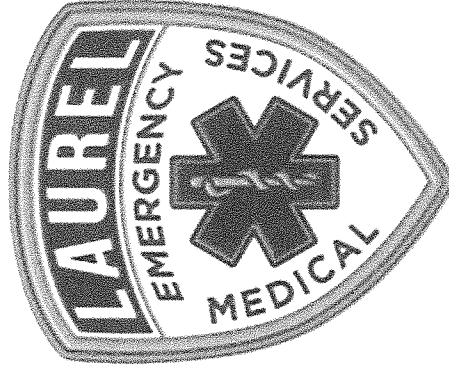
**2022**

1238 requests for service  
 177 times LEMS was unavailable  
 48 times AMR was unavailable  
 351 responses in Ward 5=29% of calls outside of the city of Laurel

**Recent Month Summary:**

**November 2023:**

Requests	98
Missed Calls	12 = 12%
Shortest Delay	12 minutes
Longest Delay	55 minutes
Average Delay	29 minutes
Fire Driver Available	15 times
City Driver Available	3 time
QRU Response With 1 Provider	8 times **
On A Previous Call	2 times
No Crew / Provider Available	2 times
AMR Transported or Responded	9 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
HELP Amb Transported or Responded	0 time
Columbus Transported	0 times
Joliet Transported	0 times
Park City Transported	0 times
Beartooth Ambulance	0 times
PD Assisted Pt or Transported	0 times
FD Assisted Pt no transport	0 times
POV Transport	0 times
Refusal or no transport	3 time
YCSO Transported	0 times
MHP Transported	0 times



\*\*3 time the QRU responded and the patient refused / no transport to hospital or no patient found  
 18 responses in Ward 5 = 18% of calls outside of the city of Laurel  
 0 LEMS responses for mutual aid



**Laurel Emergency Services Report created 1/22/24:**

**2020**

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 177 times LEMS was unavailable  
 48 times AMR was unavailable  
 351 responses in Ward 5=29% of calls outside of the city of Laurel



**Recent Month Summary:**

**December 2023:**

Requests	122
Missed Calls	14 = 11%
Shortest Delay	15 minutes
Longest Delay	38 minutes
Average Delay	23 minutes
Fire Driver Available	20 times
City Driver Available	3 time
QRU Response With 1 Provider	8 times **
On A Previous Call	5 times
No Crew / Provider Available	1 times
AMR Transported or Responded	8 times
Red Lodge Transported	0 times
HELP Flight Transported	0 times
HELP Amb Transported or Responded	0 time
Columbus Transported	0 times
Joliet Transported	1 times
Park City Transported	0 times
Beartooth Ambulance	0 times
PD Assisted Pt or Transported	1 times
FD Assisted Pt no transport	0 times
POV Transport	3 times
Refusal or no transport	1 time
YCSO Transported	0 times
MHP Transported	0 times

\*\*1 time the QRU responded and the patient refused / no transport to hospital or no patient found  
 44 responses in Ward 5 = 36% of calls outside of the city of Laurel  
 5 LEMS responses for mutual aid

2023 Running Totals

	January	February	March	April	May	June	July	August	September	October	November	December	Total 2023
Requests	107	98	102	85	116	115	116	127	113	101	98	122	1300
Missed Calls	6	10	9	16	15	19	17	25	18	10	12	14	171
Shortest Delay (minutes)	25	10	17	5	2	10	15	4	4	7	12	15	2
Longest Delay (minutes)	28	42	52	70	71	68	55	67	71	63	55	38	71
Average Delay (minutes)	26	30	32	30	22	29	32	32	29	27	29	23	26
Fire Driver Available	22	14	8	7	12	6	13	25	15	25	15	20	176
City Driver Available	2	3	2	1	3	0	1	2	2	1	3	3	32
QRU Response w 1 Provider	0	0	3	3	4	5	5	1	11	3	8	8	51
On A Previous Call	6	6	0	1	1	4	4	5	4	4	2	5	42
No Crew / Provider Available	0	4	6	12	11	14	12	19	3	3	2	1	87
AMR Transported or Responded	6	7	8	9	6	15	12	14	11	6	9	8	111
Columbus Transported	0	1	1	0	0	0	1	0	1	0	0	0	4
Joliet Transported	0	1	0	2	0	0	0	0	0	0	0	1	4
Park City Transported	0	0	0	1	0	0	0	0	0	0	0	0	1
Red Lodge Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
Beartooth Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
HELP Flight Transported	0	0	0	0	0	0	0	1	0	0	0	0	1
HELP Amb Transported or Responded							2	4	1	1	0	0	8
POV Transport	0	0	0	2	3	3	1	3	5	2	0	3	19
PD Assisted Pt or transported	0	1	0	0	2	0	0	2	0	0	0	1	6
FD Assisted Pt no transport	0	0	1	0	1	0	0	1	0	0	0	0	3
YCSO Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
MHP Transported	0	0	0	0	0	0	0	0	0	0	0	0	0
QRU/AMR, Refusal or No Patient	0	0	0	2*	3	2*	1*	0	0	1*	3	1	13
Responses in Ward 5	43	26	24	29	32	38	36	32	27	34	18	44	351
LEMS response for mutual aid											0	5	5

\*correction made after report given

- Other Reporting Information**
- Staffing -- beginning January 1 we were able to use our community medicine grant for funding 2 full time positions. Mandi Crable is one of the community medicine personnel, she was moved from volunteer to FT and we were able to hire an additional volunteer to FT, Tony Contreras. Mandi started January 1, Tony will be starting January 22<sup>nd</sup>. These positions are funded until May 31, 2024. This bring FT staffing to 7 people giving us 2 crew members on unless we have vacation or sick time.
  - One of our FT paramedics has turned in his resignation, he is moving to Missoula, we have posted this internally for 7 days.
  - License recertification is March 31, we are working on ensuring everyone has the hours that they need.
  - Working with Chief Hopper to find funding for CO monitors to monitor fire fighters during fire rehab as well as have access to monitoring patients of suspected carbon monoxide poisoning.
  - Trialing a radio app called Zello that is available via cell phone apps and can theoretically allow us to communicate from anywhere that has cell service or internet service. This would be available to all of our crew members and potentially give us better access to transmissions than we currently have when out of our area.
  - Had some struggles with vehicles during the extreme cold. Think we have all the issues worked out and hope to not have those issues happen again.
  - Community Health program up and running, they have seen several patients.
  - Proposal for updated fee schedule. This is based on recommendations from Pintler Billing -- old fee schedule was not up to date with bundled billing -- confusing for billing people. Also provided a out of district fee for ward 5 calls.



# Laurel Police Department

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

Chief of Police Stanley J Langve

## Emergency Services Report for 2023

For 2023, the FAP had 10,120 total calls for service. This is a 7.6% increase from last year and a 5.9% increase from the 3-year average. For crimes reported, we ended the year with 1,319 which is an increase of 8% over last year and an increase of 11.6% over the 3-year average. The 30-day comparison for January of last year and this year is showing a slight decrease in total calls for service and a slight increase in crimes reported.

Staffing remains a critical issue for the Police Department. We have been unable to fill open positions and continue to lose officers. We are opening a new hiring cycle with two open positions and an anticipated third opening in the next few months. Officer Ratcliff has just finished Field Training and Officer Lafrombois is in the very early stages of his training. Both must attend the Montana Law Enforcement Academy this year. Due to staffing shortages, I have not been able to Promote Sergeant Anglin to Captain. He is currently serving as Acting Captain and performing those duties while having to cover patrol shifts.

We have two cadets to begin our Reserve Officer Academy this week. If we graduate them in May, it would be the first additions to the reserve program in three years. I foresee great difficulty in filling the demands of the reserve program in the future.

As a testament to the incredible people we have at the Police Department and their dedication to excellence, we had **ZERO** error findings on cases reported to the National Incident-Based Reporting System (NIBRS)!

It appears that the County will grant the City of Laurel easement of the park property located off Beartooth Drive and adjacent to the City of Laurel's property. I have been in contact with Dunne Communications, and we will be conducting a site survey to determine the feasibility of establishing a repeater site on City property.

I have attached annual reports from Officer Baumgartner and Seargeant Booth regarding their special duty assignments. They are both far too busy. The increase in violence and drug activity in the area speaks strongly to the critical need to invest in our department. At the end of the year, we have been experiencing an increase of overdoses and overdose deaths.

SRO's Swan and Sedgwick are current members of the revitalized Gang Task Force and Officer Swan is also a member of the Crisis Intervention Team.

Respectfully,

Chief Langve



# Laurel Police Department

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

Officer Steven Baumgartner  
Laurel Police Department  
Badge #105

Re: End of Year Activity Report

Dear Emergency Services Committee,

Another year has passed with being a team member for the Yellowstone County TRT. 2023 is one of the busiest years for the team with a total of 24\* activations. These calls ranged from Drug High Risk Search Warrant, Homicide Search Warrant, Bomb Maker Search Warrant, Barricades, and gang/shootings. Yellowstone County TRT worked jointly with several agencies including Billing Police Department, DEA, US Marshalls, and HIDTA(Drug Enforcement).

The range for the team is anywhere withing driving distance. This display of a wide-reaching arm was shown as the team deployed to Bozeman, MT, Glendive, MT, and southern region of Carbon County. The 24 activations show only the full deployment of the team. It does not include the dozens of stand-bye activations where team members must get geared up, canceling plans or events to wait for the full activation.

Being on the team for nearly two years now has shown me the time and dedication it takes to keep the area a safer one so that others may live in relative safety.

Sincerely,

Steve Baumgartner



# Laurel Police Department

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

Chief of Police Stan Langve

To whom it may concern,

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

This is the team's second full year together, from January 1<sup>st</sup>, 2023, until December 31<sup>st</sup>, 2023, Sergeant Booth and K9 Colt have been dispatched to 34 K9 related calls, just under last year's number of 40.

The team had 26 narcotic deployments, four tracking deployment and several other calls; school sniffs, civil demonstrations, or deployments K9 Colt was not used.

Out of the 26 narcotic deployments, K9 Colt was used 23 times. K9 Colt had no false alerts on any of the 23 deployments. The other calls Officer Booth was able to use his investigation and communications skills to search the vehicles or homes without the help of his partner.

Out of those 26 narcotic deployments Officer Booth and K9 Colt have removed the following:

500 grams of methamphetamine, just over 1 pounds, 2,500 fentanyl pills, thousands of dollars in drug paraphernalia, 5 guns, and stolen property.

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

Sergeant Booth and K9 Colt are also certified in tracking for lost or missing people. Sergeant Booth takes great pride in this aspect of the job as the K9 handler. Sergeant Booth and K9 Colt spend hours each month working on their tracking skills to help bring peoples loved one's home.

In 2023 Sergeant Booth and K9 Colt were dispatched to four missing or endangered people calls. Sergeant Booth's most successful call involved K9 Colt located a nonverbal 8-year-old after she wandered away from her home. K9 Colt also helped locate a missing elderly man who wandered away from his nursing home.

Sergeant Booth and K9 Colt have also helped conduct school sniffs at the request of school officials and the Billings Police Department K9 Unit. Jail Sniff at the Yellowstone County Detention Facility and Hardin Jail.

K9 Colt has done demonstrations at schools to provide awareness to kids and young adults about drug use. They have done presentations at West Elementary, Columbus Middle School, and Broadview High School. The team has also done demonstrations at the Yellowstone Valley Animal Shelter, Laurel Public Library, and the Sunshine Academy.

Sergeant Booth was able to keep up his productivity even though his patrol vehicle was out of service for 3 months this summer with several different repairs. Sergeant Booth was also the lead field training officer for three different officers. Sergeant Booth is currently attempting to raise funds to purchase a new patrol vehicle. His vehicle just surpassed ninety thousand miles.

Sincerely,



# Laurel Police Department

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

Total Calls

Printed on January 3, 2024

[CFS Date/Time] is between '2023-01-01 00:00:00' and '2023-12-31 23:59:59' and

[Primary Incident Code->Code : Description] All

---

<b>Code : Description</b>	<b>Totals</b>	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	197	197
: Agency Assist	818	818
: Alarm - Burglary	127	127
: Alarm - Fire	58	58
AMB : Ambulance	1086	1086
: Animal Complaint	122	122
: Area Check	84	84
: Assault	45	45
: Bad Checks	0	0
: Barking Dog	69	69
: Bomb Threat	0	0
: Burglary	14	14
: Child Abuse/Neglect	28	28
: Civil Complaint	131	131
: Code Enforcment Violation	144	144
: Community Integrated Health	6	6



Code : Description	Totals	
: Counterfeiting	1	1
: Criminal Mischief	83	83
: Criminal Trespass	77	77
: Cruelty to Animals	26	26
: Curfew Violation	47	47
: Discharge Firearm	10	10
: Disorderly Conduct	120	120
: Dog at Large	286	286
: Dog Bite	36	36
DUI : DUI Driver	90	90
: Duplicate Call	52	52
: Escape	0	0
: Family Disturbance	168	168
: Fight	27	27
FIRE : Fire or Smoke	167	167
: Fireworks	36	36
: Forgery	2	2
: Found Property	79	79
: Fraud	40	40
: Harassment	41	41
: Hit & Run	50	50

<b>Code : Description</b>	<b>Totals</b>	
: Identity Theft	6	6
: Indecent Exposure	4	4
: Insecure Premises	23	23
: Intoxicated Pedestrian	18	18
: Kidnapping	2	2
: Littering	7	7
: Loitering	28	28
: Lost or Stray Animal	159	159
: Lost Property	55	55
: Mental Health	44	44
: Missing Person	39	39
: Noise Complaint	41	41
: Open Container	0	0
: Order of Protection Violation	23	23
: Parking Complaint	204	204
: Possession of Alcohol	4	4
: Possession of Drugs	18	18
: Possession of Tobacco	12	12
: Privacy in Communications	15	15
: Prowler	1	1
: Public Assist	587	587

<b>Code : Description</b>	<b>Totals</b>	
: Public Safety Complaint	100	100
: Public Works Call	139	139
: Report Not Needed	68	68
: Robbery	0	0
: Runaway Juvenile	28	28
: Sexual Assault	28	28
: Suicide	1	1
: Suicide - Attempt	9	9
: Suicide - Threat	41	41
: Suspicious Activity	1186	1186
: Suspicious Person	146	146
: Theft	329	329
: Threats	69	69
: Tow Call	6	6
: Traffic Accident	226	226
: Traffic Hazard	56	56
: Traffic Incident	234	234
: TRO Violation	3	3
: Truancy	5	5
T/S : Traffic Stop	1409	1409
: Unattended Death	11	11

<b>Code : Description</b>	<b>Totals</b>	
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	1	1
: Vicious Dog	26	26
: Warrant	159	159
: Welfare Check	183	183
<b>Totals</b>	<b>10120</b>	<b>10120</b>



# Laurel Police Department

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

Total Calls

Printed on January 22, 2024

[CFS Date/Time] is between '2023-12-25 00:00' and '2024-01-22 23:59' and

[Primary Incident Code->Code : Description] All

---

Code : Description	Totals	
10-15 : With Prisoner	0	0
: Abandoned Vehicle	11	11
: Agency Assist	42	42
: Alarm - Burglary	10	10
: Alarm - Fire	7	7
AMB : Ambulance	98	98
: Animal Complaint	5	5
: Area Check	8	8
: Assault	3	3
: Bad Checks	0	0
: Barking Dog	2	2
: Bomb Threat	1	1
: Burglary	0	0
: Child Abuse/Neglect	1	1
: Civil Complaint	5	5
: Code Enforcment Violation	2	2
: Community Integrated Health	2	2

<b>Code : Description</b>	<b>Totals</b>	
: Counterfeiting	1	1
: Criminal Mischief	2	2
: Criminal Trespass	5	5
: Cruelty to Animals	3	3
: Curfew Violation	1	1
: Discharge Firearm	1	1
: Disorderly Conduct	6	6
: Dog at Large	14	14
: Dog Bite	2	2
DUI : DUI Driver	6	6
: Duplicate Call	4	4
: Escape	0	0
: Family Disturbance	16	16
: Fight	1	1
FIRE : Fire or Smoke	18	18
: Fireworks	2	2
: Forgery	0	0
: Found Property	3	3
: Fraud	1	1
: Harassment	0	0
: Hit & Run	3	3

Code : Description	Totals	
: Identity Theft	0	0
: Indecent Exposure	0	0
: Insecure Premises	3	3
: Intoxicated Pedestrian	0	0
: Kidnapping	1	1
: Littering	0	0
: Loitering	0	0
: Lost or Stray Animal	7	7
: Lost Property	2	2
: Mental Health	4	4
: Missing Person	1	1
: Noise Complaint	1	1
: Open Container	0	0
: Order of Protection Violation	0	0
: Parking Complaint	10	10
: Possession of Alcohol	0	0
: Possession of Drugs	0	0
: Possession of Tobacco	0	0
: Privacy in Communications	1	1
: Prowler	0	0
: Public Assist	41	41



<b>Code : Description</b>	<b>Totals</b>	
: Public Safety Complaint	7	7
: Public Works Call	21	21
: Report Not Needed	1	1
: Robbery	0	0
: Runaway Juvenile	1	1
: Sexual Assault	0	0
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	1	1
: Suspicious Activity	53	53
: Suspicious Person	9	9
: Theft	28	28
: Threats	3	3
: Tow Call	0	0
: Traffic Accident	16	16
: Traffic Hazard	6	6
: Traffic Incident	7	7
: TRO Violation	0	0
: Truancy	0	0
T/S : Traffic Stop	113	113
: Unattended Death	4	4

<b>Code : Description</b>	<b>Totals</b>	
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	0	0
: Vicious Dog	3	3
: Warrant	9	9
: Welfare Check	12	12
<b>Totals</b>	<b>652</b>	<b>652</b>

**File Attachments for Item:**

17. Park Board Minutes of February 1, 2024.



**MINUTES  
CITY OF LAUREL  
PARK BOARD  
THURSDAY, FEBRUARY 1, 2024  
5:30 PM  
COUNCIL CONFERENCE ROOM**

**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.*

The meeting was called to order at 5:34 PM by Irv Wilke. Members present were Richard Klose, Paul Kober, Phyllis Bromgard, Jon Rutt, and Irv Wilke.

**General Items**

1. LPB Minutes January 4, 2024 were approved with correction of Adjourning Time. Richard K moved and Phyllis B 2<sup>nd</sup>. Motion passed.

**New Business**

2. Tennis Court uses and status.- Discussion followed on using for a possible above ground skate park. No action taken.

**Old Business**

3. Other parks in Laurel - Nothing New
4. Cameras in the Parks – Nothing New
5. American Legion Building at Riverside Park – Plumber has finished testing and sheetrock along with flooring will be completed soon.
6. Riverside Park - Lead cleanup – Nothing New
7. Riverside Park - New Building – Nothing New
8. The Lion’s Club agreement for the old Jaycee Hall – Lion’s Club has requested that an attorney prepare a rental agreement that protects the City and the Lion’s Club when renting the building to other groups and renters. The Lion’s Club has started making plans for future improvements.
9. Concrete Social Activities for Parks – Waiting on City Council.
10. Lighting at Russell Park – Moving Forward.

**Other Items**

Jonathan Gotschall from the Laurel Volunteer Fire Department Association presented a request to move the memorial for members who passed away while active volunteers now installed on the Northwest corner of the Fire Complex Building to Fireman’s Park. Jon made a motion to approve the moving of the memorial to Fireman’s Park with the location being approved by the Public Works Department. Richard K 2<sup>nd</sup> and the motion passed.

**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**

Next meeting March 7.

Richard K motioned to adjourn, Phyllis B 2<sup>nd</sup> and motion passed

Meeting adjourned at 6:05 PM

Submitted by Jon Rutt

**File Attachments for Item:**

18. Public Works Committee Minutes of January 22, 2024.



**MINUTES  
CITY OF LAUREL  
PUBLIC WORKS COMMITTEE  
MONDAY, JANUARY 22, 2024**

The Public Works Committee meeting was called to order at 6:45pm on Monday, January 22, 2024, by Committee Chair, Heidi Sparks.

**Members Present:** Heidi Sparks- Chair, Irv Wilke- Vice-Chair, Jodi Mackay, Jessica Banks, Emelie Eaton

**Others Present:**

**Public Input:** Emelie stated she watched the Council meeting from last week, January 16. She stated she appreciated the background and explanation provided by Council President Sparks around West Railroad. She added context that West Railroad is an Urban Route because it connects to the county and helps bring in county residents into the city. Should also bring up the annexation of South Pond/Lions Park and determine if West Railroad from 8<sup>th</sup> to the overpass was annexed with that.

**General Items**

1. Irv Wilke nominated Heidi Sparks as Chair, No additional nominations. Irv moved to approve, Jodi second, Motion carried 4-0. Irv nominated Jodi Mackay. No additional nominations. Irv moved to approve, Heidi seconded- Motion carried 4-0
2. Approval of Minutes from December 18, 2023. Irv made a motion to approve the minutes of December 18, 2023. Motion was seconded by Jodi. Motion carried 4-0 to approve the minutes.

**New Business**

3. Emergency Call Out Report- Report attached
4. KLJ Report- Report attached

**Old Business:**

**Other Items**

5. Jodi stated that she talked with the owner of Red Rooster regarding parking in the area. The question had been raised around a timed-parking sign, such as 15-minute parking. Jodi received information from Kurt on how to proceed with that. Jodi would like to revisit the conversation of parking in the downtown area and the possibility of putting in diagonal parking down by Pennsylvania.

**Announcements**

Next Meeting will be Monday, February 26, 2024, at 6:45pm in Council Chambers

Meeting adjourned at 7:37pm

# Emergency Overtime Callout List

1/1/2024

TO

6/30/2024

Maintenance Shop 406-628-4773

City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime /NA = Not Available /Y = Responding /B=Phone Busy									
Employee Name	Telephone									
<b>Shop Callout</b>		1-6	1-6	1-7	1-13	1-13	1-14	1-15	1-16	
Brian Kline	406-628-2102	NA1	NA1						NA1	
Kevin Budge									9	
Jay Hatton		NA2	2						NA2	
Keith Guy		NA3	3						NA3	
Wade Spalinger		NA4	4						NA4	
Brandon Gonzales		NA5	5						NA5	
Aaron Fox			6						NA6	
Troy Clifton		NA7	7						NA7	
Joel Barnhardt		8	8						Y8	
<b>Water and Sewer Callout</b>		1-6	1-6	1-7	1-13	1-13	1-14	1-15	1-16	
Justin Baker	406-628-2102	Y4	3	na3	y4	3			3	
Kevin Hoffman	406-628-2102	y3	2	na2	na2	na2			NA2	
Daniel Nauman		1	na1	na1	na1	na1			NA1	
Tom Burwell		2	y4	y4	3	y4			Y4	

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

Wastewater Treatment Plant-628-6474		Autodailer- 628-4866									
Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding										
Employee	Telephone										
Thomas Henry	406-628-6624										
Cindy Caswell	406-628-6612										
Corey Nicholson	406-628-6612										
Norman Stamper	406-628-6612										

Water Treatment Plant 628-4410		NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding									
Employee	Telephone										
HP Nuernberger	406-628-6612										
Dylan Ceaser	406-628-6612										
Josh Sawyer	406-628-6612										
Sam Waggoner	406-628-6612										
Joe Waggoner	406-628-6612										
TJ Worbel	406-628-6612										
Daniel Waggoner	406-628-6612										

CABLE TV down Tim Johnson 698-6254

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

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

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

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

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

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

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

Call Out - Date and Incident Location	
1-7 Sanding Streets	1-6 Water leak
	1-6 Emergency Locate
	1-13 Structure Fire
	1-13 Elm Lift Station Alarm
	1-14 H2O shut off
	1-15 H2O shut off
	1-16 Emergency Locate



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

**(KLJ # 2304-01608)**

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

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

*Current Status:*

- Task Order Signed by City on 12/13/23
- Met with EDA to discuss Funding on 1/9/24

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

**(KLJ # 2304-01231)**

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

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

*Current Status:*

- Work Order Signed by City in September 2023
- Survey scheduled for week of October 16<sup>th</sup>, 2023
- Base Drawing created and Working on preliminary design
- Preliminary Plans and EEOC sent to City on 12.14.23

### **Splash Park Installation**

**(KLJ #2204-01898)**

Reason for Project: To Replace the existing pool with a splash pad recreation area.

Project Scope: To Construct a splash Pad at the site of the existing City pool.





**City of Laurel Project Status Update**  
January 15<sup>th</sup>, 2024



*Current Status:*

- Work Order Signed by City in January 2023
- DPHHS Approved Permit on 5/25/23
- Preconstruction Meeting held on 9/15/2023
- Construction to start on Monday 9/18/2023
- Change order sent to Contractor on 10/30/2023
- Ultimate completion date of April 28<sup>th</sup>, 2024
- Change Order Executed on 1.02.2024

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

**(KLJ #2104-00862)**

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

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

*Current Status:*

- Substantial Completion reached Date is 10/11/23
- Final Completion date was 11/16/23
- Closeout/Reconciliation Change Order approved by Council on 1/9/24

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

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

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

*Current Status:*

- Zoning Regulations Update.
  - Draft regulations sent to City April 11<sup>th</sup>, 2023
  - Zoning Map approved by Commission on August 16<sup>th</sup>, 2023
  - Staff Recommendation to Zoning Commission to occur on December 20<sup>th</sup>, 2023
  - Back to Planning Board Meeting on 1/17/23
- Downtown Parking Study. – On hold per City Instructions
- City-County Grown Policy Update was requested at the August 16<sup>th</sup> meeting
  - Weekly meetings occurring in October.



*City of Laurel Project Status Update  
January 15<sup>th</sup>, 2024*



- KLJ updating maps as requested by City Planner
- Back to Planning board meeting on 1/17/23

***Other Notes and Information***

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

Anticipated FY24 Projects

1. 7<sup>th</sup> Street reconstruction
2. Riverfront Park walking trail – On Hold Until further notice
3. Downtown Parking Study – To progress following zoning completion
4. Overlay of 12<sup>th</sup> Street between Valley Drive and 1<sup>st</sup> Ave. Task Order sent to City.
  - a. City will put together service agreement for Hardrives to complete.
5. Bulk Water Sales Station – City identified project to occur in 2024

**File Attachments for Item:**

19. Tree Board Minutes of February 1, 2024.

Laurel Tree Board Meeting  
Minutes  
2-1-24  
Council Chambers

Attendance: Walt Widdis, Paul Kober, Bridget Coleman, Michelle Mize, Phyllis Bromgard, Aaron Christensen and LuAnne by phone.

1. Public Input
2. General Items.
  - a. January minutes
  - b. Michelle said the DNRC grant is submitted but we haven't heard if it's been received.
  - c. Grants – The larger grant that was due next week will not work this year. Tree inventory and a good long term plan need to be developed first. We should follow up with that. Michelle clarified with Sheri @ DNRC that irrigation and landscaping materials are not covered in the grant but employee/volunteer hours can be used to match funds .
  - d. City ordinance – Michelle Braukmann (city Attorney) will continue to review the city ordinance regarding liability to the city on trees on boulevards.
  - e. Fundraising – Paul will contact Rotary, Lions and Cenex for donations toward our trees. We need about \$1500 more.
  - f. Trees – Aaron will check on trees. We'd like to plant 3 Sienna Maples since they have done the best in the stressful soil. He estimates trees to cost \$700 each for 2.5 in trunks.
  - g. Vendors – LuAnne contacted the 7 vendors we had last year. CM trees has said no and LuAnne will follow up to find out why. Shei Kisch has said yes and LuAnne will follow up with the others.
  - h. Shirts – Dynamic can print full color for \$10.60 plus \$3 for XX and \$4 for XXX. For 48 shirts it would cost \$500. We are using orange shirts. There isn't a place for a banner so the only advertising will be on the shirts and the program.
  - i. Food – SOW has agreed to serve sloppy joes again. Lynne is going to get a good head count. It was mentioned that the Food Dude has a 4<sup>th</sup> grader and people love his food. He might give us a deal . Aaron will talk with him.
  - j. If the trees in Kiwanis park need extra trimming, we might ask local pros to give some service to those trees that need help to make the trees healthier. LuAnne will speak to Steve Larned and Matte Melle.
  - k. Fireman and American Legion – Michelle will contact JW Hopper and Richard Close
  - l. Tents – we have two square tents....if the weather is rough we may need a bigger one.
  - m. Bathrooms, tables and chairs, stage trailer and power – Matt Wheeler

Old Business

1. Arbor Day: Tuesday, May 7<sup>th</sup> noon – Kiwanis Park –
2. Theme: Trees – Beauty & Opportunity by artist Quinn Butler, grade 7, School of Life

3. Lynn Peterson – 117 4<sup>th</sup> graders in 7 classrooms. We'll send a flyer explaining this year and educate about zero waste picnic.
4. MUCFA – Still not a member, but their convention is in March. Hopefully we can find out more about that.

Meeting Adjourned

Next Meeting: Thursday, March 7, 2024 4:30 Council Conference Room (unless otherwise advised)

EST. 2015

# LAUREL MONTANA COMMUNITY FOUNDATION INC.

“FOR THE FUTURE”

A 501(c)(3) NON-PROFIT CORPORATION  
PO Box 1138 | LAUREL, MT 59044

To Laurel advocates:

The Laurel Tree Board has been in existence for over 16 years. Since 2017, we have been designated a Tree City USA. This means we have dedicated funds for managing and caring for city trees. Every year the city and the Tree Board sponsor the planting of a tree or trees for National Arbor Day in one of our city parks. For the past seven years we have included the 4th graders throughout the city. The event includes various government organizations that educate the students on the environment, nature, pests, fish, weather and trees. It's a half day spent outdoors and everyone has a memorable experience. Our teachers look forward to this yearly event. For 2024, we are holding our Arbor Day celebration on May 7<sup>th</sup> in Kiwanis Park. Three trees will be added to the west side of Kids Kingdom playground to provide shade. We will also replace any young trees that have died in our parks. The cost of the celebration including tree purchases is \$3,000. We are looking for sponsors for this event and hoping you will join us.

We have partnered with the Laurel Montana Community Foundation this year so our donations will be monitored by them. The LMCF is a 501(c)(3) Non-profit Corporation that has been a wonderful asset to the fundraising in our community. If you would like to support our efforts this year, checks can be made to Laurel Montana Community Foundation, P.O. Box 1138, Laurel, MT 59044. Donations can also be made online at [www.laurelcommunity.org](http://www.laurelcommunity.org).

If you would like information about the Arbor Day Celebration, please call LuAnne Engh 406-698-0121.

If you have questions about the Laurel Montana Community Foundation, call Jon Rutt 406-861-7169.

## Laurel Tree Board

LuAnne Engh  
Bridget Coleman  
Aaron Christensen  
Pastor Walt Widdis  
Phyllis Bromgard  
Paul Kober  
Michelle Hammer Mise



The Laurel Montana Community Foundation Incorporated is a Montana Non-Profit, tax exempt Public Benefit Corporation. We are a 501(c)(3) organization exempt from federal income tax with an EIN of 47-3756434.

**File Attachments for Item:**

20. Resolution No. R24-07: A Resolution Of The City Council Approving A Contract With Collection Bureau Services, Inc. For The Collection Of Laurel City Court Receivables.

**RESOLUTION NO. R24-07**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A CONTRACT WITH COLLECTION BUREAU SERVICES, INC. FOR THE COLLECTION OF LAUREL CITY COURT RECEIVABLES.**

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

Section 1: Approval. The Contract with Collection Bureau Services, Inc., for the collection of Laurel City Court receivables (hereinafter “Collection Contract”), a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the 13<sup>th</sup> day of February, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 13<sup>th</sup> day of February, 2024.

APPROVED by the Mayor the 13<sup>th</sup> day of February, 2024.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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



## CONTRACT FOR COLLECTION SERVICES

Whereas LAUREL CITY COURT hereafter named as "Client," desires to engage a private collection agency for recovery of its delinquent accounts, and; Whereas Collection Bureau Services, Inc. (CBS) desires to provide these services; CBS will be the exclusive third-party collection agency used by Client for all new bad debt accounts referred to outside collection by Client after the Effective Date, as stated below.

### Assignment

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client does hereby assign, transfer, and set over to CBS all debts currently in CBS' possession, hereby reaffirming all past assignments, transfers, and set overs, as well as all debts referred to CBS in the future, including, but not limited to, service fees, damages, costs, or any other fees or amounts allowed by law or agreement with the debtor, authorizing and granting CBS full right and power to collect, bring legal action, and discharge said indebtedness or claim in its own name and to do whatever it deems necessary to collect said amount. The undersigned covenants and represents that said amounts are justly due as of the received date and will provide verification upon request. Although payment may be received by Client from the government, an insurance carrier, the debtor or any other source, this does not revoke or in any manner affect the assignment or CBS's right to the funds.

### Documentation

CBS may require certain documentation on accounts assigned for collection. Client agrees to furnish CBS with said documents, within 7 business days of CBS' written request.

### Notice of Bankruptcy

Client agrees it shall inform CBS anytime it has reason to believe a consumer has filed for bankruptcy protection after Client has listed that consumer's account for collection with CBS.

### Fee Schedule

The CLIENT will accept the following fee schedule as provided by CBS:

#### Accounts collected in the State of Montana

CBS will retain 20% of monies collected on those cases where judgment was entered prior to October 1, 2003. CBS will add 25% of the principal amount of the balances on those cases where judgment was entered on or after October 1, 2003. This 25% is to be CBS's fee in accordance with MCA 46-17-303; MCA 46-19-102. CBS will retain any allowed costs above the amount of the original judgment. The CLIENT will be responsible for filing satisfaction of these judgments.

#### Accounts collected outside the State of Montana

1. CBS will retain 50% of monies collected.
2. CBS will retain any allowed costs above the amount of the original judgment.

3. The CLIENT will be responsible for filing satisfaction of these judgments.

CBS will remit payment monthly to CLIENT.

Indemnity

Client hereby agrees to indemnify, defend and hold CBS harmless from and against any and all liability, expense (including court costs and attorney fees) and claims for damage of any nature whatsoever, whether known or unknown, which CBS may incur, suffer, become liable for, or which may be asserted or claimed against CBS as a result of the acts, errors, omissions or negligence of Client, whether such acts occur prior to listing of accounts, or afterwards.

CBS hereby agrees to indemnify, defend and hold Client harmless from and against any and all liability, expense (including court costs and attorney fees) and claims for damage of any nature whatsoever, whether known or unknown, which Client may incur, suffer, become liable for, or which may be asserted or claimed against Client as a result of the acts, errors, omissions or negligence of CBS, once the account has been listed.

Online Management System

Each employee authorized to access CBS' Online Management System (OMS) will be issued a username and password. Client must notify CBS immediately upon the employee's termination or loss of authorization to access the OMS.

Effective Date

This Agreement shall be effective for a period of twenty-four months beginning \_\_\_\_\_, 2024 and ending \_\_\_\_\_, 2026.

Agreement Renewal

This agreement will automatically renew for a like term upon expiration unless terminated in writing. Each new term becomes a new twenty-four month contract with identical terms.

Termination

This agreement may be terminated only by written notice, provided to CBS or Client no less than 90 days before the ending date. Such notice must be delivered to the parties at the addresses given below. For purposes of this section the postmark date will control.

Collection Bureau Services, Inc.  
PO Box 7339  
Missoula MT 59807-7339

LAUREL CITY COURT  
115 WEST 1<sup>ST</sup> STREET  
LAUREL, MT 59044

Confidentiality of Information

CBS and Client each agree and acknowledge that certain non-public personal information (NPI) may be revealed in the course of business interactions between the parties. It is understood and agreed that



neither party may use the NPI in any manner inconsistent with this contract. CBS and Client covenant and agree that they will implement security measures which safeguard the NPI.

Dispute Resolution

The parties acknowledge and agree that this Agreement shall be governed and construed in accordance with the laws of the State of Montana as to all matters including validity, construction, effect, performance and remedies. For purpose of any lawsuit, action, or proceeding arising out of or relating to this Agreement, the parties hereto agree that the proper place of venue shall be the State of Montana, county of Missoula.

Non-Waiver of Rights and Obligations

Failure on the part of either party to exercise any rights or privileges granted to it, or to insist upon the full performance of all obligations assumed by the other shall not be construed as waiving any such rights, privileges, obligations or duties, or as creating any customs contrary thereto. Any waiver of any such rights, privileges, obligations or duties must be in writing and such written waiver shall not operate beyond its terms.

Non-assignable

Neither party to this Agreement shall assign this Agreement or its rights or duties hereunder, nor any interest therein, without the prior written consent of the other party, except that CBS may forward accounts to agencies outside of the state of Montana when it determines it to be in the best interest of both Client and CBS.

Entire Agreement

This agreement constitutes the entire agreement between the parties with regard to this subject matter, and no other agreement, statement, promise, or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.

Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

LAUREL CITY COURT

COLLECTION BUREAU SERVICES, INC.

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

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

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

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

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

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

**File Attachments for Item:**

21. Resolution No. R24-08: A Resolution Of The City Council Approving A Contract With Morrison-Maierle, Inc. For A Water And Wastewater Consultation.

**RESOLUTION NO. R24-08**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A CONTRACT WITH MORRISON-MAIERLE, INC. FOR A WATER AND WASTEWATER CONSULTATION.**

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

Section 1: Approval. The Contract with Morrison-Maierle, Inc., for a Water and Wastewater System Consultation (hereinafter “Water Study Contract”), a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the 13<sup>th</sup> day of February, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 13<sup>th</sup> day of February, 2024.

APPROVED by the Mayor the 13<sup>th</sup> day of February, 2024.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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



**STANDARD AGREEMENT BETWEEN CLIENT AND MORRISON-MAIERLE, INC.**

Project Number 0703.013

Project Name On Call Water and Wastewater System Consultation

This is an Agreement made as of January 16, 2024 between MORRISON-MAIERLE, INC. (CONSULTANT) and the City of Laurel, (CLIENT).

The Client intends to request water and wastewater system consultation (brief description of the project).

**CONSULTANT’S RESPONSIBILITIES**

The Scope of Services shall consist of the following which shall be referred to as the Project: Provide engineering services on an as-requested basis for the City of Laurel Water and Wastewater Systems.

Engineer shall provide services as requested or confirmed by the City of Laurel in writing.

The Project Schedule is described as: to be determined based on specific services requested.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree to the performance of professional services by CONSULTANT and the payment for those services by CLIENT as set forth below:

**METHOD OF PAYMENT**

If unforeseen conditions are discovered during the Project, the CLIENT agrees that the desired work may be completed at an additional cost. This cost will be communicated with the CLIENT at the earliest convenience with details on the additional expense.

Payment is due upon receipt of CONSULTANT's statement(s). CLIENT agrees to pay interest at the maximum legal rate allowed by law for payments not received within 30 days after receipt of the statement. We reserve the right to withhold final documents until payment is made.

Method 1 - HOURLY RATE - Hourly rates as specified in the Special Provisions or attachments hereto, plus an amount equal to CONSULTANT's actual reimbursable expenses related to the project times a factor of 1.1. The total compensation for services identified herein is not to exceed \$50,000.

Method 2 - LUMP SUM - A lump sum fee of \$

Method 3 - RETAINER - Deposit with MMI a retainer fee in the amount of \_\_\_\_\_ Dollars. It is understood that all invoices or charges will be charged against said retainer. If effort consumes the retainer and additional services are required, then the Owner shall replenish the retainer in the agreed upon amount within 5 business days. Failure to replenish retainer will be sufficient cause to immediately stop work and withhold delivery of the work product.

Method 4 - SPECIFY -

**SPECIAL PROVISIONS AND ATTACHMENTS**

The following Special Provisions and Attachments are integrated into and form a part of this Agreement.

- Scope of Services
- Schedule
- Budget Worksheet
- Hourly Rate Schedule
- Engineer's Fee Estimate
- Other Additional Information:

## GENERAL PROVISIONS OF STANDARD AGREEMENT

The following General Provisions of Standard Agreement are integrated into and form a part of this Agreement.

### SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall perform the services as set forth in the Scope of Services as described on page one of this Agreement, or as further described in Attachments hereto.

1.2 Execution of this Agreement by the CLIENT constitutes written authorization for the CONSULTANT to proceed.

1.3 CONSULTANT shall serve as the CLIENT'S prime professional consultant representative for the Project and perform services as set forth in the Agreement.

1.4 CONSULTANT shall advise CLIENT as to the necessity of the CLIENT providing or obtaining data from others or services required for the Project which are not part of the CONSULTANT'S Scope of Services. The CONSULTANT shall not be responsible for any damages or consequences resulting from the CLIENT'S failure to provide or obtain the data or services identified. If CONSULTANT recommends any services that the CLIENT declines to authorize, the CLIENT hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CONSULTANT, its officers, directors, employees and subconsultants from any damages, liabilities or costs arising out of or in any way connected with CONSULTANT not providing these services.

1.5 If the project requires the CONSULTANT'S services during the construction phase of the project, the scope of services shall be as set forth on page one or as described on attachments hereto. CONSULTANT will determine, in general, if the work is proceeding in a fashion such that, once complete, the work will substantially conform to the design intent of the Contract Documents. CONSULTANT will not perform exhaustive or detailed review of the Contractor's work. If the CONSULTANT is retained as the commissioning authority, then the Consultant will perform the review of the Contractor's work expressly written in the commissioning authority's scope of services. CONSULTANT shall not be responsible for Contractor's construction means, methods, sequence, safety program, techniques or procedures necessary for performing the work.

CONSULTANT shall not be responsible for the acts or omissions of any Contractor or Subcontractor or any other persons at the site or otherwise performing any of the Contractor's work. However, nothing contained herein shall be construed to release CONSULTANT from its responsibilities to properly perform duties undertaken by the Consultant as set forth in this Agreement.

1.6 In providing services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality on the same or similar projects ("Standard of Care"). If the CONSULTANT'S scope of services includes design, CONSULTANT will perform the design services in compliance with existing codes and regulations in place and applicable at the time the design is prepared. CLIENT understands that the CONSULTANT cannot anticipate changes in applicable statutes, codes, or regulations, or the project site or environmental conditions. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services. The CONSULTANT will be notified in writing of any alleged errors or omissions. Upon receipt of this notice, CONSULTANT will review the alleged error or omission. If CONSULTANT agrees its services have not met this standard, CONSULTANT will assist in determining corrective action.

1.7 The CLIENT, without invalidating this Agreement, may request a change in the scope of services and CONSULTANT shall issue to CLIENT a proposal setting forth an adjustment to the scope of services, budget, and schedule for the additional services provided by CONSULTANT. Any modification to this Agreement must be in the form of a written Amendment and executed by both CONSULTANT and CLIENT. If the CLIENT elects to reduce CONSULTANT'S scope of services, the CLIENT shall release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

1.8. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of

risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with Article 4.9.

1.9 If CONSULTANT'S scope of services includes review of submittals or other similar items, CONSULTANT shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

1.10 The Americans with Disabilities Act, the Fair Housing Amendments Act, and related federal and state "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. The CONSULTANT will provide services in a manner consistent with the intent of the Acts and shall comply with the Standard of Care in responding to the requirements of the Acts, but does not warrant or guarantee that the project will satisfy all possible interpretations or applications of the Acts.

## **SECTION 2 - CLIENT'S RESPONSIBILITIES**

2.1 CLIENT shall provide all previous documents relating to the Project, all criteria and full information as to CLIENT'S requirements for the Project and shall designate a person with the authority to act on CLIENT'S behalf on all aspects of the Project. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work or any error or omission in the services provided by CONSULTANT.

2.2 CLIENT shall also be responsible for the following and pay all costs incident thereto:

1. Provide such legal, accounting and other counseling services as may be required for the project.
2. Obtain and pay all costs incidental to obtaining permits from governmental authorities having jurisdiction over the Project.
3. Obtain and furnish approvals from governmental authorities having jurisdiction over the Project.
4. Pay all costs incident to obtaining bids or proposals from Contractor(s).
5. Pay all permit, review and filing fees required by governmental agencies.
6. In the event that the regulations pertinent to this contract are modified by any governing entity that result in changes to the scope of services, CONSULTANT reserves the right to renegotiate the fee of this agreement.

2.3 The CLIENT and CONSULTANT acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design, permitting and construction phases of the Project. As a result, unforeseen changes may cause the final costs of the Project to exceed the initial Project cost estimates for construction, commissioning, engineering, permitting, planning, and surveying. The CLIENT agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project Costs. The CLIENT also understands and acknowledges that although the CONSULTANT'S design documents shall be prepared within the Standard of Care, the Contractor may require additional information from the CONSULTANT to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Project Costs, Construction Costs, or Operational Costs, and that these costs may increase even if the CONSULTANT has complied with the Standard of Care.

2.4 CLIENT agrees to provide to CONSULTANT all available information necessary to perform CONSULTANT'S services under this Agreement. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. CONSULTANT is entitled to rely on the accuracy and completeness of all such



information provided.

2.5 CLIENT shall furnish right-of-way entry onto the project site for CONSULTANT to perform necessary field measurements, studies or other activities as required to provide the CONSULTANT'S services.

### **SECTION 3 - PAYMENT TO CONSULTANT**

The method for payment of services is specified on page one of this Agreement.

3.1 Method 1. The CONSULTANT will submit monthly statements requesting payment which shall be based on the amount of services provided and expenses incurred by CONSULTANT during the billing period. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.2 Method 2. The CONSULTANT will submit monthly statements requesting payment which shall be based on the percent complete. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.3 Method 3. Full payment of the Retainer is required prior to the start of work. If replenish of Retainer is required full payment of the agreed upon amount is required within 5 business days for continuation of the work.

3.4 Method 4. Specify any unique terms here

3.5 Terms for All Methods:

Reimbursable expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT'S associates or consultants in connection with the Project such as expenses for: transportation, subsistence (including items subject to deduction limitations), telephone calls, postage, and reproduction of documents, computer charges, equipment charges and similar project-related items.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT shall include an additional charge at the maximum legal rate allowed by law plus reasonable attorney fees, court costs and actual expenses incurred in connection with collection of any past due amount.

CONSULTANT may suspend performance of services upon ten (10) calendar days' notice to the CLIENT for failure of payments when due or any other breach of this Agreement. CONSULTANT shall not have any liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If CONSULTANT resumes services after payment by CLIENT, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for CONSULTANT to resume performance. If an invoice remains unpaid for more than 90 days, CONSULTANT shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and CONSULTANT incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to CONSULTANT. This obligation of CLIENT to pay CONSULTANT'S collection costs shall survive the term of this Agreement or any termination by either party.

If the CLIENT fails to make payment to CONSULTANT in accordance with this Agreement, this failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by CONSULTANT

### **SECTION 4 – OTHER TERMS AND CONDITIONS**

4.1 All documents including reports, drawings, specifications and other deliverables, whether in printed or electronic media format, prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service of CONSULTANT and CONSULTANT shall be deemed the owner and author of such instruments of service. CONSULTANT shall retain all common law, statutory law and other rights, including, without limitation, all copyrights, in the instruments of service whether or not the Project is completed and regardless of whether the information is provided in paper or electronic format. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

The CLIENT shall not reuse or make any modification to the documents, drawings, data, or electronic files without the prior written consent of CONSULTANT. In the event the CLIENT, or the CLIENT's Contractors, subcontractors, or anyone else for whom the CLIENT is legally responsible, makes any changes to the information provided by CONSULTANT without CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes and agrees to waive any claim against CONSULTANT and release CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold CONSULTANT harmless from any claim, cause of action, damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CONSULTANT or from any reuse of the drawings, data and electronic files without the prior written consent of CONSULTANT.

The CLIENT is aware that differences may exist between the electronic files delivered and any printed hard-copy documents. In the event of a conflict between any signed hard-copy documents by CONSULTANT and electronic files, the signed or sealed hard-copy documents shall govern. CONSULTANT makes no representation as to the compatibility of electronic files with any hardware, software, or system used by the CLIENT or any other party. The CLIENT assumes all risk and cost associated with the use of these files on the CLIENT'S system. Client assumes sole and exclusive responsibility for determining if any conflict exists. Nothing in the electronic files alters the requirements of the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate the recipient's work with that of other contractors or subcontractors for the various projects

Delivery of the electronic files shall not be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

4.2 Because CONSULTANT has no control over the cost of or availability of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable costs including Project costs, construction costs ("Construction Costs"), or fuel, energy, or power costs ("Energy Costs") are made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S judgment as an experienced and qualified professional CONSULTANT familiar with the construction industry. CONSULTANT cannot and does not warrant or guarantee that proposals, bids or actual costs including Project Costs, Construction Costs or Energy Costs will not vary from opinions of probable cost prepared by CONSULTANT.

4.3 In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT, and anyone claiming by or through the CLIENT, for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes (including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that their total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the CONSULTANT'S total compensation under this Agreement or the total amount of \$50,000.00, whichever is greater. The CLIENT further agrees that the officers, principals, directors and employees of the CONSULTANT and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the CLIENT shall specifically include any claims by purchasers of the Project (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Project (during or after completion), lenders of the CLIENT and their assignees, any assignee of the CLIENT, and any invitee of the CLIENT. The parties agree that specific consideration has been given by the CONSULTANT for this limitation and that it is deemed adequate. The CLIENT acknowledges that it could obtain a higher liability limit from the CONSULTANT in return for increasing the CONSULTANT'S fee, but has elected not to do so.

4.4 Changed or Unforeseen Conditions. The CLIENT recognizes that in the course of completing the services under this Agreement, the CONSULTANT may encounter changed or unforeseen conditions which are beyond the control of the CONSULTANT and thus creating potential for claims and additional costs to the CONSULTANT which are not covered in fees charged and/or earned for services provided. Should any such changed or unforeseen condition occur during the performance of this contract, the CLIENT hereby waives any claim against the CONSULTANT and agrees to defend, indemnify and hold the CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the

CONSULTANT'S encountering of changed or unforeseen conditions other than claims or liability arising from the sole negligence or willful misconduct of the CONSULTANT. The CLIENT agrees to compensate the CONSULTANT for any time spent and expenses incurred by the CONSULTANT in defense of any such claim involving changed or unforeseen conditions with such compensation based upon the CONSULTANT'S prevailing fee schedule and expense reimbursement policy.

4.5 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, the CLIENT and CONSULTANT agree that they shall first attempt to resolve the dispute through direct discussion by principals or representatives with full authority to reach a compromise. If the dispute is not resolved through direct discussion, the parties will then submit the matter to mediation by a mutually agreed upon mediator. The mediation shall be held in the city where the project is located, unless the parties mutually agree to hold the mediation in another location. CLIENT and CONSULTANT further agree to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The Mediator's fee shall be shared equally by the parties. If the dispute is not resolved by mediation, the matter may then be considered by other methods of dispute resolution.

4.6 If CONSULTANT has reason to believe that the total cost of services to the CLIENT for work under this Agreement shall exceed the budgeted amount, CONSULTANT shall inform CLIENT in writing of such and submit a revised estimated project cost for approval. CLIENT shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the estimated cost set forth in this Agreement and CONSULTANT shall not be obligated to continue performance under the Agreement or to incur costs in excess of the estimated cost set forth in this Agreement unless and until CLIENT has notified CONSULTANT in writing that the amount has been amended and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of services under this Agreement.

4.7 Any litigation or other dispute arising out of or relating to this Agreement shall be governed by the law of the state in which the project is located regardless of conflict of law principles or any other choice of law provision. Unless otherwise precluded by the law of the state in which the project is located, venue and jurisdiction for any dispute shall either be in the state in which the project is located or, at Morrison-Maierle, Inc.'s sole option and discretion, may be in the First Judicial District Court, Lewis and Clark County, Montana.

4.8 The CONSULTANT shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot ascertain.

4.9 Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the project or CONSULTANT'S services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of CONSULTANT, the CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by CONSULTANT in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

4.10 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT. There are no intended third-party beneficiaries of this Agreement.

4.11 In accordance with the terms of this contract, the CONSULTANT will provide labor and materials for the improvement of the CLIENT's property or property for which the CLIENT acts as agent. The terms of this contract also provide for specific

payment terms to the CONSULTANT for services rendered. Should the CLIENT not comply with these payment terms, the CLIENT's property or the agent-represented property may be subject to a lien against said property for all services and materials furnished for the project. The right to claim a lien is in compliance with the lien laws of the State under jurisdiction.

4.12 CONSULTANT and CLIENT agree that, without prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after this Agreement is terminated.

4.13 If CONSULTANT mistakenly leaves out of the Construction Documents any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

4.14 CONSULTANT and CLIENT do not intend for this Agreement to benefit any third-party. No third-party may claim to be a third-party beneficiary of this Agreement.

4.15 During the term of this Agreement and following its expiration or termination for any reason, neither the CLIENT nor the CONSULTANT shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein without the prior written consent of the other party. However, CONSULTANT may, where CONSULTANT deems necessary, hire subconsultants to provide services covered by this Agreement.

4.16 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT at the construction/project site, shall relieve the general Contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. CONSULTANT does not have authority to control any Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor and subcontractors are solely responsible for job site safety. Accordingly, the CLIENT shall require the Contractor and all subcontractors to indemnify, and hold harmless the CONSULTANT from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by the sole negligence of the CONSULTANT.

4.17 CONSULTANT shall assist the CLIENT in applying for permits and approvals where required by law. In cases where the scope of services requires CONSULTANT to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract, CONSULTANT does not make any warranties, guarantees, or representations as to the success of CONSULTANT'S effort on behalf of the CLIENT. Payment for services rendered by CONSULTANT is not contingent upon the successful acquisition of these permits.

4.18 Notwithstanding any other provision in this Agreement, neither the CLIENT nor CONSULTANT, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

4.19 This Agreement is the entire agreement between CONSULTANT and CLIENT. It supersedes all prior communications, understandings, and agreements, whether oral or written. Any Amendment or modification to this Agreement must be written and executed by both CONSULTANT and CLIENT.



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

**CLIENT:**

City of Laurel \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Contact Information and Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

Address for Invoices (if different)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONSULTANT:**

Morrison-Maierle, Inc. \_\_\_\_\_

Signed: Jill A. Cook \_\_\_\_\_

By: Jill Cook, PE \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Contact Information and Address for giving notices:

Morrison-Maierle, c/o Kurtis DeShaw, PE \_\_\_\_\_

315 N. 25th St., Ste 102 \_\_\_\_\_

Billings, MT 59101 \_\_\_\_\_

Email: kdeshaw@m-m.net \_\_\_\_\_

Phone: 406-237-1251 \_\_\_\_\_

Project Number: 0703.012 \_\_\_\_\_

Project Name: On Call Water and Wastewater System Consultation

Version 12/2/2021

Standard Billing Rate Schedule

Effective Thru

June 30, 2024

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	\$287.00	\$287.00
	Supervising Engineer IV	\$280.00	\$280.00
	Supervising Engineer III	\$257.00	\$257.00
	Supervising Engineer II	\$246.00	\$246.00
	Supervising Engineer I	\$233.00	\$233.00
	Senior Engineer II	\$216.00	\$216.00
	Senior Engineer I	\$197.00	\$197.00
	Design Engineer II	\$186.00	\$186.00
	Design Engineer I	\$172.00	\$172.00
	Engineer Intern II	\$142.00	\$142.00
	Engineer Intern I	\$125.00	\$125.00
Planner	Supervising Senior Planner	\$225.00	\$225.00
	Senior Planner	\$195.00	\$195.00
	Planner III	\$151.00	\$151.00
	Planner II	\$138.00	\$138.00
	Planner I	\$121.00	\$121.00
Scientist	Supervising Environmental Scientist	\$234.00	\$234.00
	Environmental Scientist III	\$186.00	\$186.00
	Environmental Scientist II	\$142.00	\$142.00
	Environmental Scientist I	\$121.00	\$121.00
	Environmental Technician	\$106.00	\$106.00
	Supervising Geologist	\$265.00	\$265.00
	Senior Geologist	\$222.00	\$222.00
	Geologist III	\$202.00	\$202.00
	Geologist II	\$164.00	\$164.00
	Geologist I	\$140.00	\$140.00
Designer and Technician	Senior Communications Designer	\$239.00	\$239.00
	Communications Designer	\$125.00	\$125.00
	CAD Designer III	\$164.00	\$164.00
	CAD Designer II	\$143.00	\$143.00
	CAD Designer I	\$133.00	\$199.50
	CAD Tech III	\$130.00	\$195.00
	CAD Tech II	\$111.00	\$166.50
	CAD Tech I	\$98.00	\$147.00
	Senior Engineering Designer	\$183.00	\$183.00
	Engineering Designer	\$125.00	\$125.00
Resident Project Representative	Senior Resident Project Representative	\$185.00	\$185.00
	Resident Project Representative IV	\$175.00	\$175.00
	Resident Project Representative III	\$166.00	\$166.00
	Resident Project Representative II	\$140.00	\$210.00
	Resident Project Representative I	\$126.00	\$189.00
Administrative	Administrative Manager	\$126.00	\$126.00
	Administrative Coordinator III	\$116.00	\$116.00
	Administrative Coordinator II	\$110.00	\$165.00
	Administrative Coordinator I	\$90.00	\$135.00
	Project Coordinator III	\$113.00	\$113.00
	Project Coordinator II	\$102.00	\$153.00
	Project Coordinator I	\$92.00	\$138.00
	Technical Intern	\$85.00	\$127.50
	Senior Communication Specialist	\$134.00	\$134.00
	Graphic Designer	\$106.00	\$106.00
Health & Safety Administrator	\$140.00	\$140.00	
Survey	Senior Survey Manager	\$226.00	\$226.00
	Survey Manager	\$176.00	\$176.00
	Land Surveyor IV	\$170.00	\$170.00
	Land Surveyor III	\$164.00	\$164.00
	Land Surveyor II	\$148.00	\$148.00
	Land Surveyor I	\$134.00	\$134.00
	Remote Sensing Specialist II	\$149.00	\$149.00
	Remote Sensing Specialist I	\$139.00	\$139.00
	Survey Technician IV	\$129.00	\$129.00
	Survey Technician III	\$114.00	\$171.00
	Survey Technician II	\$98.00	\$147.00
Survey Technician I	\$84.00	\$126.00	

Expert Witness

Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.

**EQUIPMENT RATES**

Company Vehicle: highway miles - Pickups	\$1.060/mile
highway miles – Medium SUV	\$.798/mile
highway miles - Small SUV	\$.671/mile
highway miles - Sedan	\$.737/mile
on-site mileage	\$.737/mile plus \$5.00/hour
Private Vehicle	\$.670/mile
ATV	\$50.00/day
UTV	\$100.00/day
Survey-Grade GNSS (1 Receiver)	\$120.00/day
Survey-Grade GNSS (2 Receivers)	\$30.00/hour, \$240.00/day
Resource-Grade (GIS) GNSS Receivers	\$65.00/day
Hovermap LiDAR Scanner	\$50.00/hour, \$400.00/day
Robotic Total Station	\$30.00/hour, \$240.00/day
Total Station	\$80.00/day
Trimble SX10 Scanning Total Station	\$40.00/hour, \$300.00/day
Trimble SX12 Scanning Total Station	\$40.00/hour, \$300.00/day
FARO Focus 3D Laser Scanner	\$50.00/hour, \$400.00/day
Hydrolite – TM Echosounder Kit	\$100.00/day
Raft-Hydro-Bathy Surveys	\$100.00/day
sUAS Survey Drone	\$50.00/hour, \$400.00/day
Nuclear Density Meter	\$15.00/hour, \$50.00/day, \$200.00/week
Airflow Balancing Hood	\$75.00/day
Core Drill	\$10.00/hole
Digital Level	\$50.00/day
Hammer Drill	\$30.00/day

**HYDROLOGICAL EQUIPMENT**

Conductivity Meter	\$15.00/day
Disposable Bailers	\$10.00/each
Dissolved Oxygen Meter	\$20.00/day
PH Meter	\$15.00/day
PH/Temp/Conductivity Meter	\$25.00/day
Water Sample Fee	\$10.00/each
In Situ Level Troll 700	\$63.00/day, \$250.00/week
AquaCalc Pro	\$60.00/day, \$120.00/week
Marsh McBirney 2000 Flowmeter	\$60.00/day, \$120.00/week
Global Water FP 111 Flowmeter	\$25.00/day, \$75.00/week
Submersible Pump (Redi Flo 2)	\$155.00/day
Water Level Meter, 300 Ft.	\$25.00/day, \$50.00/week
Water Level Meter, 500 Ft.	\$35.00/day, \$75.00/week
Oil/Water Interface Well Probe	\$40.00/day, \$120.00/week
Hach Flo-Dar (logger & sensor)	\$400.00/week, \$1,000.00/month
Rain Gauge Sensor	\$15.00/week, \$60.00/month

**PRINTING EXPENSES**

Black & White Copies	\$.10/8.5X11, \$.13/8.5x14, \$.20/11x17
Color Copies	\$.20/8.5X11, \$.20/8.5x14, \$.40/11x17
Binding	\$.25/each
Lamination	\$1.00/each
Oversize Print Black & White	\$5.00/each
Oversize Print Color	\$6.00/each
Print & Basic Mount	\$12.00/each
Print & Machine Mount	\$20.00/each
Print, Machine & Laminate White Board	\$32.00/each

**MISCELLANEOUS EXPENSE**

Lodging	Current Rates
Meals	\$54.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

**File Attachments for Item:**

22. Resolution No. R24-09: 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. R24-09**

**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, this Memorandum of Understanding (“Agreement”) is entered into between Yellowstone County (“County”), the City of Billings (“Billings”) and the City of Laurel (“Laurel”) (collectively “the Parties”) for purposes of creating and implementing processes and procedures for complying with requirements set forth by the Montana Legislature in the laws collectively known as House Bill 121 (“HB121”) during the 2021 Legislative session;

WHEREAS, the County, Billings and Laurel are parties to the agreement that creates the multi-jurisdictional service district created to provide health services and health department functions known as the “Interlocal Agreement”;

WHEREAS, by virtue of HB121, the Parties are subject to various rights and responsibilities created by the Interlocal Agreement; and

WHEREAS, it is the intent of the Parties to comply with HB121 and to set forth as clearly as possible the methods of doing so for each as well as for the Parties collectively.

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 13<sup>th</sup> day of February 2024 by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 13<sup>th</sup> day of February 2024.

APPROVED by the Mayor on the 13<sup>th</sup> day of February 2024.

CITY OF LAUREL

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Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

---

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**

**WITNESSETH:**

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 2024 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

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

\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY

\_\_\_\_\_  
Mike Larson, Executive Director

\_\_\_\_\_  
Date

**File Attachments for Item:**

23. Resolution No. R24-10: A Resolution Of The City Council Approving A Transportation Coordination Plan For The City Of Laurel Transit.



**RESOLUTION NO. R24-10**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A TRANSPORTATION COORDINATION PLAN FOR THE CITY OF LAUREL TRANSIT.**

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

Section 1: Approval. The Transportation Coordination Plan for the City of Laurel Transit (hereinafter “Transportation Coordination Plan”), a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the 13<sup>th</sup> day of February, 2024, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the 13<sup>th</sup> day of February, 2024.

APPROVED by the Mayor the 13<sup>th</sup> day of February, 2024.

CITY OF LAUREL

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

ATTEST:

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

APPROVED AS TO FORM:

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

# **TRANSPORTATION COORDINATION PLAN**

## **LAUREL TRANSIT**

### **MONTANA DEPARTMENT OF TRANSPORTATION**

**FY-25**

**Prepared by:**

**City of Laurel**

**Kelly Strecker, Clerk/Treasurer**

**Scheduled for City Council Adoption: February 13, 2024**

## Montana Coordination Plan Outline

### Adoption by Transportation Advisory Committee:

The relevant transportation providers and agencies are described in more detail.

### Laurel Transit:

Laurel Transit (also referred to as the transit system) is working to provide a successful on-demand service for public transportation within the City limits of Laurel while offering regular service to Billings. Laurel Transit is looking to contract with as many agencies in the area as possible to provide expanded service. It is currently not feasible for Laurel to have a fixed route system; however, accommodations for such a system are being discussed such as bus benches and signs within the City.

### Laurel Transit Schedules:

Laurel Transit operates Monday-Friday 10:00 AM – 4:00 PM. The Billings service route begins at 7:30 and in-town service begins at 10:00 am.

### Agencies Involved:

- Adult Resource Alliance of Yellowstone County -- ARAYC has partnered with the City of Laurel to provide the driver for the bus and the cell phone. ARAYC previously operated the senior bus in Laurel, which was absorbed with the formation of Laurel Transit. The City works very closely with ARAYC to ensure the level of service delivered through the senior bus program is continued in Laurel Transit.
- Tender Nest Assisted Living—Contact with Tender Nest Assisted Living continues, and the facility has contracted with the City for vouchers.
- COR – There is a plan to include COR in future TAC meetings.
- Riverstone Health – The transit system is working to contract demand/response service for Riverstone Health patients.

- Laurel Senior Center – The Sprinter bus is currently stored in a garage at the Senior Center. Frequent trips are taken to the senior center for rider visits.
- Laurel Health and Rehab- Continues to utilize the bus service for transportation purposes for their clients and residents.
- MET- contact with MET in Billings has been made in hopes to grow the Laurel Transit system and gain new ideas.

**Public Involvement:**

The Transportation Advisory Committee meets quarterly. Meetings notices are published on the City of Laurel website and at City Hall. Meetings are open to the general public. For more participation at TAC meetings, more community outreach will be done to involve public participation.

**Private Sector:**

The City of Laurel does not have any private transportation system available.

**Needs Assessment and Plan to Increase Ridership:**

The Laurel Transit will be starting focus groups this fiscal year in order to determine the needs of the community and their transit provider. The focus groups will include current riding members, City staff, other transportation providers, healthcare employers, and other members from the community. The groups will focus on the current challenges the transit program faces and get a better idea of how to improve the system. The City was awarded a grant for a new 14-passenger bus. The date of delivery is still unknown.

The Laurel Transit System has stepped up its advertising strategies by designing and distributing flyers with route information and publishing that flyer in the Laurel Outlook on a regular basis. There have been talks with the Adult Resource Alliance regarding placing advertisements on the new transit bus. This type of advertisement may be an option for other local businesses, once the new transit bus arrives.

**Transportation Advisory Committee (TAC) Meetings:**

The Laurel TAC meets on a quarterly basis. The TAC is comprised of City staff, community interested members and representatives from Residential Support Services, the Adult Resource Alliance of Yellowstone County, and other interested parties. For more participation at TAC meetings, more community outreach will be done to involve public participation.