



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, AUGUST 23, 2022
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R22-43

NEXT ORD. NO.
O22-03

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of August 9, 2022.

Correspondence

2. Police Department Monthly Report - July 2022.
3. Fire Monthly Report - June 2022
4. Fire Monthly Report - July 2022

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.*

5. Claims entered through August 19, 2022.
6. Approval of Payroll Register for PPE 8/7/2022 totaling \$215,632.52.

Ceremonial Calendar

Reports of Boards and Commissions

7. Budget/Finace Committee Minutes of August 9, 2022.
8. Cemetery Commission Minutes of July 19, 2022.
9. Emergency Services Committee Minutes of June 27, 2022
10. Emergency Services Committee Minutes of July 25, 2022.

- [11.](#) Park Board Minutes of August 4, 2022.
- [12.](#) Public Works Committee Minutes of July 18, 2022.
- [13.](#) Airport Authority Minutes of July 26, 2022

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

14. Motion to allow Council Member Klose to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)
- [15.](#) Appointment of Casey Wheeler to the Board of Health for the remainder of a three-year term ending December 31, 2024.
- [16.](#) Appointment of Jodi MacKay to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2025.
- [17.](#) Resolution No. R22-43: Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Local Union Local 303, American Federation Of State, County, And Municipal Employees, AFSCME
- [18.](#) Resolution No. R22-44: Resolution Approving The Encroachment Permit By And Between The Billings Bench Water Association And The City Of Laurel
- [19.](#) Resolution No. R22-45: Resolution Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70
- [20.](#) Resolution No. R22-46: Resolution Amending Resolution No. R21-100 Related To Cherry Hill Subdivision 3rd Filing, An Addition To The City Of Laurel, Montana
- [21.](#) Ordinance No. O22-03: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

DATES TO REMEMBER

File Attachments for Item:

1. Approval of Minutes of August 9, 2022.

MINUTES OF THE CITY COUNCIL OF LAUREL

August 9, 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 6:31 p.m. on August 9, 2022.

COUNCIL MEMBERS PRESENT:	Emelie Eaton	Heidi Sparks
	Michelle Mize	Richard Herr
	Casey Wheeler	Irv Wilke
	Richard Klose	Bill Mountsier

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Michele, Braukmann, Civil City Attorney
Kurt Markegard, Public Works Director
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 July 26, 2022, 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:

- Police Department Monthly Report - July 2022
- Ambulance Monthly Report - April 2022/May 2022

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

- Public Hearing: Resolution Of Annexation And Zoning For Approximately One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Initial Zoning Designation.

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 One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Initial Zoning Designation.

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

Forrest Sanderson, Contracted City 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.

Lance Hull, 1009 Davis Circle, spoke in favor of this annexation.

Mayor Waggoner asked two (2) additional 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.

- Public Hearing: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building, Energy Conservation, And Swimming Pool And Spa Codes For The City Of Laurel As Required By The State Of Montana

Mayor Waggoner stated this is the time and place set for the public hearing on the City of Laurel's Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building, Energy Conservation, And Swimming Pool And Spa Codes For The City Of Laurel As Required By The State Of Montana.

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

Michele Braukmann, City Civil Attorney, briefly reviewed the proposed changes made to this ordinance.

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.

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.

- Public Hearing: An Ordinance Amending Section 1.28.040 Of The Laurel Municipal Code Relating To Technical Codes For The City Of Laurel

Mayor Waggoner stated this is the time and place set for the public hearing on the City of Laurel's Ordinance Amending Section 1.28.040 Of The Laurel Municipal Code Relating To Technical Codes For The City Of Laurel.

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

Michele Braukmann, City Civil Attorney, briefly reviewed the proposed changes to this ordinance.

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.

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 August 5, 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 7/24/2022 totaling \$166,233.35.**
- **Council Workshop Minutes of May 3, 2022.**

- **Council Workshop Minutes of May 17, 2022.**

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

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of July 26, 2022.
- City/County Planning Board Minutes of June 15, 2022.
- Library Board Minutes of May 10, 2022.
- Library Board Minutes of June 14, 2022.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Justin Harris to the Laurel Volunteer Fire Department**

Motion by Council Member Sparks to approve the Mayor's appointment of Justin Harris to the Laurel Volunteer Fire Department, 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 Richard Herr to the City/County Planning Board for the remainder of a two-year term ending June 30, 2023.**

Motion by Council Member Eaton to approve the Council's appointment of Richard Herr to the City/County Planning Board for the remainder of a two-year term ending June 30, 2023, 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.

- **Motion to allow Council Member Wheeler to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)**

Motion by Council Member Wilke to approve Council Member Wheeler to be absent from the City of Laurel for more than ten days, seconded by Council Member Mountsier. 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. R22-39: A Resolution Of The City Council Authorizing The Mayor To Execute The Construction And Maintenance Agreement For South 4th Street Public Roadway By And Between The City Of Laurel And Montana Rail Link, Inc.**

Motion by Council Member Herr to approve Resolution No. R22-39, 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. R22-40: Resolution Of Annexation And Zoning For Approximately One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Initial Zoning Designation.**

Motion by Council Member Mize to approve Resolution No. R22-40, seconded by Council Member Mountsier. 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.

DRAFT

- **Resolution No. R22-41: A Resolution Of The City Council Authorizing The Mayor To Enter Into Professional Services With Prothman Related To Employment Sourcing For A City Of Laurel Planner**

Motion by Council Member Mountsier to approve Resolution No. R22-41, 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. R22-42: Resolution Approving The Final Plat Of Cherry Hill Subdivision 3rd Filing, An Addition To The City Of Laurel, Montana**

Motion by Council Member Klose to approve Resolution No. R22-42, 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.

- **Ordinance No. O22-01: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building, Energy Conservation, And Swimming Pool And Spa Codes For The City Of Laurel As Required By The State Of Montana – Second Reading**

Motion by Council Member Eaton to adopt Ordinance No. O22-01, seconded by Council Member Wilke. There was no public comment or council discussion. A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Mountsier, Klose, Wheeler, Mize, and Eaton aye. Motion carried 8-0.

- **Ordinance No. O22-02: An Ordinance Amending Section 1.28.040 Of The Laurel Municipal Code Relating To Technical Codes For The City Of Laurel – Second Reading**

Motion by Council Member Sparks to adopt Ordinance No. O22-02, seconded by Council Member Wilke. There was no public comment or council discussion. A roll call vote was taken on the motion. Council Members Sparks, Herr, Wilke, Mountsier, Klose, Wheeler, Mize, and Eaton aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Public Works Committee's next meeting is Monday, August 15, 2022, at 6:00 p.m. in Council Chambers.

It was questioned what this year's street maintenance project is. It was clarified that this year's project is the S. 4th Street project, and the project will begin this September.

A Council Member stated they recently had to call the Fire Department to their home for a carbon monoxide detector going off. They commented how professional the Fire Department was in their home. They asked if there could be more discussion regarding the Fire Chief's position at a future workshop.

Council noted that their concerns about a potential conflict of interest of a Council Member sitting on the City/County Planning Board had been answered by the City Attorney.

MAYORS UPDATES:

The Mayor asked the Public Works Director to give a brief update on the W. Railroad project. The City needs to agree to a funding guarantee of 2.5 million. The project is slated to begin in 2026, and an engineering firm will be selected this October.

The Mayor and City Attorney will be working on speaking with Rural Water regarding a water study.

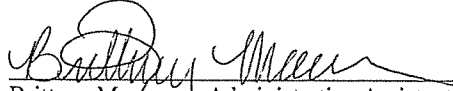
UNSCHEDULED MATTERS: None.

ADJOURNMENT:

DRAFT

Motion by Council Member Wheeler to adjourn the council meeting, seconded by Council Member Eaton. 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 7:08 p.m.


Brittney Modrman, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 23rd day of August 2022.

Dave Waggoner, Mayor

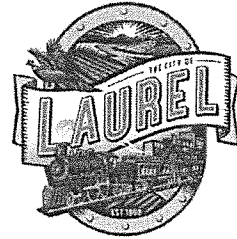
Attest:

Kelly Strecker, Clerk/Treasurer

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Director of Public
Works

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

Applicant:

Lance Hull
1009 Davis Circle
Laurel MT 59044

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

Request:

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

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

Process:

The annexation petition and requested initial zoning has been scheduled for consideration and a public hearing by the Laurel – Yellowstone City County Planning Board and Zoning Commission for 5:35 p.m. on Wednesday, June 15, 2022. Though not yet scheduled the matter could be considered by the Laurel City Council at a Work Session on July 5 and taken up as an action item on July 12, 2022.

Analysis of the Request

- The Mr. Hull represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy designates the property as a 'growth area' of the city.
- The current use of the property is vacant.
- The requested zone City Laurel Multi-Family (RMF) provides for a variety of uses and is consistent with the requirements of R-08-22 that lands embraced by the city be assigned R-7500 or greater.
- The subject property currently is presumed to be zoned County Residential Tracts or is unzoned Yellowstone County.
- Part 46 annexation requires that the land use designation be 'consistent with the prevailing use of the property, consistent with the prevailing County Zoning Assignment, and/or consistent with the current growth policy'.
- In addition to the extension of urban scale services the City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments
- The initial zoning must be considered under City Resolution R-08-22 (Annexation), the Laurel Municipal Code Title 17 (Zoning).
- The question of annexation and initial zoning must be heard by the Laurel – Yellowstone City County Planning Board and Zoning Commission.
- Is the requested annexation and initial zoning in the best interest of the City and Citizens of the City of Laurel.
- The property is situated such that street rights-of-way will need to be dedicated to the City on the northern and southern property lines. The dedication of the northern segment will need to be coordinated with the developer of that tract.

Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ The City Council is not required to submit the question of annexation to the qualified electors of the area to be annexed as the petition is signed by 100% of the owners.
- ✓ The city may annex the property as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of Mr. Hull to construct a Residential a Multi-Family complex on the property. The only way the development plan works is to extend the City water and sewer systems to the proposed development.
- ✓ The subject property was included as 'future growth area' in the Growth Policy adopted by the City of Laurel. Additionally, the property has been identified on the Laurel Future Land Use Map portion of the Growth Policy as Multi-Family. As such, the requested zoning is consistent with the Laurel Growth Policy.
- ✓ The proposed assignment of RMF meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel RMF Zone is listed along with other Residential land use assignments and is therefore determined to be a "greater than" R-7500 classification.
- ✓ The extension of city services will be at the owner's expense (R-08-22) and in accordance with the Annexation Agreement as approved by the City Council. .

- ✓ The City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments. These options and the exactions of infrastructure are most beneficial to the Owner, the City of Laurel, and all surrounding properties in conjunction with the proposed development of the property in the future.
- ✓ The city has the ability to provide services to the property both existing and proposed.

12 Point Test for Zoning:

- I. Is the zoning in accordance with the growth policy;
 - The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies all of the property proposed for annexation as Multi-Family.
 - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
 - The Residential Multi-Family Zone meets the definition as 'greater than' R-7500.

Finding:

The requested zoning is in accordance with the Growth Policy.

- II. Is the zoning designed to lessen congestion in the streets;
 - The proposed zoning is consistent with the prevailing County zoning on the property.
 - The proposed zoning along with the annexation agreement will allow development of the property consistent with surrounding uses of property.
 - Proposed development that would potentially impact roads and streets would require a traffic impact analysis and associated improvements.

Finding:

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

- III. Is the zoning designed to secure safety from fire, panic, and other dangers;
 - The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family.
 - Multi-Family development must be constructed in accordance with the prevailing International Code Council standards.
 - Adequate public infrastructure exists or can be readily extended/expanded to serve the development at RMF densities.

Finding:

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

- IV. Is the zoning designed to promote health and the general welfare;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family as a future land use.
 - The connection of the facilities and properties at the time of development to the Laurel municipal water and wastewater systems will have positive impacts to public health and general welfare.

Finding:

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

- V. Is the zoning designed to provide adequate light and air;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The proposed RMF, provides restrictions on structure height, setbacks, lot coverage. These standards exist to provide open spaces and adequate light and air.
 - The existing development has more than adequate separation from surrounding uses.

Finding

The requested zoning will provide adequate light and air.

- VI. Is the zoning designed to prevent the overcrowding of land;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.

Finding:

The proposed zoning will prevent the overcrowding of land.

- VII. Is the zoning designed to avoid undue concentration of population;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.
 - The subject property is large enough to provide adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the undue concentration of population.

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

Finding:

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

- IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
 - The water and sewer infrastructure proposed with the annexation is adequate for the intended use of the property.

Finding:

The requested zoning is consistent with surrounding uses, the Growth Policy and provides for opportunities for additional development with suitable uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
 - The water and sewer infrastructure proposed with the annexation is adequate for development of the property that is consistent with the requested RMF zoning.

Finding:

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

- XI. Will the zoning conserve the value of buildings;
- The extension and availability of public water and sewer resultant from annexation and initial zoning will add value to buildings as the proposed use is substantially similar to or complementary to surrounding buildings and uses.
 - The requested zoning is consistent with the Growth Policy.
 - The proposed zoning is a logical transition/replacement of County for City, it is not anticipated that there would be any adverse effect on the value of surrounding buildings or lands.

Finding:

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

- XII. Will the zoning encourage the most appropriate use of land throughout the municipality?
- The requested zoning is consistent with the Growth Policy.
 - The requested zoning is consistent with the prevailing land uses and zoning surrounding the property.
 - A healthy mix of land uses encourages growth and development in the community as a whole. The addition of RMF at this location will benefit not only the housing in Laurel but the need for support and other essential services.

Finding:

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

Conclusion:

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

RECOMMENDATION

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

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

File Attachments for Item:

2. Police Department Monthly Report - July 2022.



Laurel Police Department

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

Total Calls

Printed on July 31, 2022

[CFS Date/Time] is between '2022-07-01 00:00:00' and '2022-07-31 23:59:59' and

[Primary Incident Code->Code : Description] All

Code : Description

Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	20	20
: Agency Assist	94	94
: Alarm - Burglary	16	16
: Alarm - Fire	1	1
AMB : Ambulance	117	117
: Animal Complaint	10	10
: Area Check	8	8
: Assault	4	4
: Bad Checks	0	0
: Barking Dog	1	1
: Bomb Threat	0	0
: Burglary	0	0
: Child Abuse/Neglect	1	1
: Civil Complaint	11	11
: Counterfeiting	0	0
: Criminal Mischief	9	9

Code : Description	Totals	
: Criminal Trespass	5	5
: Cruelty to Animals	15	15
: Curfew Violation	6	6
: Discharge Firearm	1	1
: Disorderly Conduct	6	6
: Dog at Large	31	31
: Dog Bite	3	3
DUI : DUI Driver	9	9
: Duplicate Call	6	6
: Escape	0	0
: Family Disturbance	13	13
: Fight	3	3
FIRE : Fire or Smoke	24	24
: Fireworks	11	11
: Forgery	0	0
: Found Property	8	8
: Fraud	2	2
: Harassment	10	10
: Hit & Run	6	6
: Identity Theft	2	2
: Indecent Exposure	0	0

Code : Description	Totals	
: Insecure Premises	0	0
: Intoxicated Pedestrian	4	4
: Kidnapping	0	0
: Littering	1	1
: Loitering	6	6
: Lost or Stray Animal	17	17
: Lost Property	3	3
: Mental Health	2	2
: Missing Person	3	3
: Noise Complaint	4	4
: Open Container	0	0
: Order of Protection Violation	2	2
: Parking Complaint	28	28
: Possession of Alcohol	0	0
: Possession of Drugs	1	1
: Possession of Tobacco	1	1
: Privacy in Communications	0	0
: Prowler	0	0
: Public Assist	59	59
: Public Safety Complaint	6	6
: Public Works Call	11	11

Code : Description	Totals	
: Report Not Needed	11	11
: Robbery	0	0
: Runaway Juvenile	2	2
: Sexual Assault	7	7
: Suicide	0	0
: Suicide - Attempt	0	0
: Suicide - Threat	5	5
: Suspicious Activity	86	86
: Suspicious Person	29	29
: Theft	27	27
: Threats	6	6
: Tow Call	0	0
: Traffic Accident	12	12
: Traffic Hazard	2	2
: Traffic Incident	11	11
: TRO Violation	1	1
: Truancy	0	0
T/S : Traffic Stop	132	132
: Unattended Death	0	0
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0

Code : Description		Totals	
:	Unlawful Use of Motor Vehicle	0	0
:	Vicious Dog	2	2
:	Warrant	4	4
:	Welfare Check	20	20
Totals		958	958

File Attachments for Item:

3. Fire Monthly Report - June 2022



Laurel Fire Department

Report for the Month of Jun-22

Structure Fires
Wildland Fires
Extrications
Other Rescues
Alarms
Public Assist
Medical Assist.
Other calls
Fire Prevention
Total Training
Total Maintenance
Community Service

Calls		Hours
1		132
6		41
6		44
1		30
7		20
0		0
4		18
8		42
33	Totals	327
		30
		125
		28
		0

Total	510
-------	-----

Severity Staffing
Total Hours Staffed
0

Major Calls
Drive In Teature Fire
Yellowstone River lost Rafter search

Announcements:

Structure Firefighting

Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation. A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

Wildland Firefighting

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

Extrications

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

Other Rescues

Rope Rescue, Water Rescue, Ice Rescue

Alarms

Any false alarms or malfunctions.

Other Calls

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

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

File Attachments for Item:

4. Fire Monthly Report - July 2022



Laurel Fire Department

Report for the Month of Jul-22

Structure Fires
Wildland Fires
Extrications
Other Rescues
Alarms
Public Assist
Medical Assist.
Other calls
Fire Prevention
Total Training
Total Maintenance
Community Service

Calls		Hours
0		0
5		26
7		52
0		0
1		2
1		4
6		32
20		160
40	Totals	276
		12
		199
		21
		0

Total	508
-------	-----

Severity Staffing
Total Hours Staffed
0

Major Calls
McFarlane Road Fire- Molt
Watermelon Fire- Laurel
Leslie Road Fire- Joliet
Van Sky Fire- Musselshell County
Hop Creek Fire- Golden Valley County

Announcements:

Structure Firefighting

Conduct all levels of Structure Firefighting to include entry and attack, ventilation, salvage, overhaul, and investigation. A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings.

Wildland Firefighting

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

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Other Rescues

Rope Rescue, Water Rescue, Ice Rescue

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File Attachments for Item:

7. Budget/Finace Committee Minutes of August 9, 2022.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, August 9, 2022**

Members Present: Richard Klose -Chair, Emelie Eaton, Michelle Mize, Heidi Sparks

Others Present: Kelly Strecker, Amber Hatton, Mayor Dave 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 approved July 26, 2022, Budget and Finance Committee meeting minutes. Emelie Eaton moved to approve the minutes of July 26, 2022. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.
2. Review and approve purchase requisitions – There were none to approve.
3. Review and recommend approval to Council; claims entered through August 5, 2022. Michelle Mize had previously reviewed the claims and check register for claims entered through August 5, 2022. Emelie Eaton seconded the motion, all in favor, motion passed 4-0.
4. Review and approve Payroll Register for the pay period ending July 24, 2022, totaling \$166,233.35. Emelie Eaton motioned to approve the payroll register for the pay period ending July 24, 2022, totaling \$166,233.35. Heidi Sparks seconded the motion, all in favor, motion passed 4-0.

New Business

5. Emelie Eaton request Clerk Treasurer to provide all the payroll registers from January 2022-July 2022.
6. Chair Richard Klose informed the committee that the new cemetery kiosk will be delivered the 1st week of September. Richard is requesting the City to provide a binder with the people buried in the Laurel Cemetery. The Cemetery binder will be updated every 6 months.

Unfinished Business – None

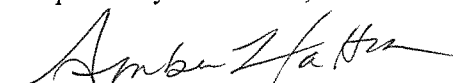
Other Items –

7. Review Comp/OT reports for the pay period ending July 24, 2022.
8. Mayor Update – Mayor informed the committee the new Accounts Payable Clerk and Court Clerk has started.
9. Clerk/Treasurer Financial Update. Clerk/Treasurer provided the committee with an update on financial activities.

Announcements –

10. The next Budget and Finance Committee meeting will be held on August 23, 2022 at 5:30pm.
11. Heidi Sparks is scheduled to review claims for the next meeting.

Respectfully submitted,


Amber Hatton
Deputy 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:

8. Cemetery Commission Minutes of July 19, 2022.

MINUTES
CITY OF LAUREL
CEMETERY COMMISSION
TUESDAY JULY 19,2022
COUNCIL CHAMBERS

In Attendance; Richard Herr, Rick Musson, David Gauslow, Wallace Hall, Kenny Olson, and chairman Richard Klose ,Mayor Waggoner

PUBLIC INPUT; There was none

GENERAL ITEMS;

1. Approve Minutes of January 26, 2022
Motion by Hall 2nd by Olson to approve minutes, motion passed

NEW BUSINESS;

1. Talked about doing some street repairs at the cemetery next year
2. 2.gave the Mayor a copy of the proposed rate increases for the cemetery

OLD BUSINESS;

1. Review new burial section; Fran to pin the new section
2. Kiosk should be here the end of august

Other Items Next Cemetery Meeting November 15,2022 at 5pm

File Attachments for Item:

9. Emergency Services Committee Minutes of June 27, 2022



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, JUNE 27, 2022**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, June 27, 2022 by Chair Heidi Sparks

Members Present: Heidi Sparks- Chair, Richard Klose, Bill Mountsier, Bruce McGee, Jamie Swecker

Others Present: Fire Chief Brent Peters, Police Chief Stan Langve, Ambulance Director Lyndy Gurchiek

Public Input: None

General Items

1. Approval of Emergency Services Committee minutes of May 23, 2022. Richard Klose moved to approve the minutes, Bill Mountsier seconded- Motion carried 5-0

New Business

2. Update from Emergency Departments
 - a. Fire Department Chief Peters- Report attached
 - i. Things are starting to pick up, a lot of responses during the flooding event, especially along the Clarks Fork. Flooding stage seems to have passed and now moving into wildfires. Wildfire by container site last week. Stage 1 fire restrictions for Yellowstone County beginning July 1st. Does not see any additional restrictions for within city limits.
 - ii. Bill asked what Stage 1 is- Chief Peters stated Stage 1 is no open burning, so no open burning within the county. Stage 2 is additional restrictions
 - b. Police Department Chief Langve- Report attached
 - i. Trying to fill Sergeant positions and Instructor positions to assist with department training. High call volume for DUI.
 - ii. Staffing up for the July 4th festivities.
 - iii. Thefts are steady and consistent, should be receiving the quarterly update on opioid overdoses. There was a rash of an individual doing some tagging, does not appear to be an organized effort, appears to be a single individual.
 - iv. Richard asked why we don't have a left turn arrow under the underpass- Chief Langve stated the State had been petitioned a few years ago but it has not gone anywhere. Chief Langve also brought up the traffic study for Main Street that had been previously discussed. Heidi stated would follow up with the mayor on the status of the traffic study since this was under the previous administration.
 - v. Bill asked about fentanyl, is this being mixed with anything other than meth? Chief Langve stated it is being mixed with everything.
 - vi. Bruce asked about pumping up the reserve force to assist with the shift work of the full-time officers when there is only one person on. The sheriff's department is not always available to assist during those times. Chief Langve stated that the reserves could be utilized, but the overnight shifts are a harder sale to the reserves to get assistance. The department is getting busier, and an electronic

scheduling system, city-wide would help with some of these issues. This would also be applicable to city events, etc. as well. Jamie stated the Police Chief and the mayor need to have conversations with the county commissioners to discuss the needs of the sheriff's office covering and assisting out in Laurel when there are staffing shortages on shift. Bill asked if there was any additional support received other than the sheriff's department. Chief Langve stated we do have mutual aid agreements with the neighboring areas, such as Carbon County, Stillwater County, etc.

- vii. Jamie stated the county is changing radio frequencies and that is going to have an impact on our Emergency Services Departments. Chief Peters stated that City of Laurel will no longer have a direct communication to Billings because of this change, and just learned about it within the last month or so. Jamie stated this is going to cause more communication issues for the various departments. Chief Peters stated this is something the City of Billings decided to do. Jamie stated this is now going to require additional assistance and reliance on dispatch for the communication gaps. Chief Langve stated this is a hurdle of technology and required licensing on the radios and frequencies.
- c. Ambulance Director Lyndy Gurchiek- April and May Reports attached
 - i. Sleeping quarters are just about done, painting is being completed
 - ii. Completing training on new volunteers
 - iii. Had talked previously in this committee about hiring seasonal EMTs and did get approval on this program. It has been a little slow getting started but should be a good program once it gets off the ground
 - iv. Budget related items- Director Gurchiek is updating the stipends during this budget cycle and hoping that this will get approved through the budget process.
 - v. The department was pulled for a Medicaid Audit, so busy working on that.

Old Business- None

Other Items

- 3. Jamie brought up the fire chief position again and wants this to be pursued. Feels that this should be part of the committee's role and looking at this position moving to a full-time position versus a volunteer position. What is the follow up on this discussion from the conversation with the council at the workshop on June 21, 2022.

Announcements

- 4. Next Meeting will be Monday, July 25, 2022, at 6:00pm in Council Chambers

Meeting adjourned at 6:54pm

File Attachments for Item:

10. Emergency Services Committee Minutes of July 25, 2022.



**MINUTES
CITY OF LAUREL
EMERGENCY SERVICES COMMITTEE
MONDAY, JULY 25, 2022**

The Emergency Services Committee meeting was called to order at 6:00pm on Monday, July 25, 2022 by Vice Chair Irv Wilke- No quorum present

Members Present: Irv Wilke- Vice Chair, Bill Mountsier, Jamie Swecker

Others Present: Fire Chief Brent Peters, Police Chief Stan Langve

Public Input:

General Items

New Business

Old Business

Other Items

Announcements

Next Meeting will be Monday, August 22, 2022, at 6:00pm in Council Chambers

File Attachments for Item:

11. Park Board Minutes of August 4, 2022.



**CITY OF LAUREL
PARK BOARD
THURSDAY, AUGUST 04, 2022
5:30 PM
COUNCIL CHAMBERS
MINUTES**

Meeting called to order at 5:38 by Irv Wilke with Richard Herr, Richard Klose, Paul Kober, Phyllis Bromgard, Jon Rutt and Evan Bruce in attendance. Mayor Dave Waggoner and Matt Wheeler also in attendance.

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.*

No Public Input

General Items

1. Approval of Park Board Minutes of July 14th, 2022

Richard Herr made a motion; Phyllis 2nd and the motion was approved to approve the minutes from the July 14th meeting.

New Business

2. Software for the Renting of JC Hall and the Shelters in Lion's and Thompson

Gavin Williams demonstrated the program to rent the buildings on line. It works the same as the campground program and is already up and running. We were happy with the results and promptness.

3. Storm Water Project using Russell Park

The project has been awarded to COP Construction and will begin in the fall. A playground will be added to Russell Park at the end of the project.

4. South Pond water system

The sprinkler line for the trees around Lions Park were damaged during the construction of the walking path. They are showing stress and need water. Evan made a motion to request quotes for repair or replacement; Richard Herr 2nd and the motion was approved.

5. Elizabeth Terrel with LARC (pool)

LARC passed around a "Wading Pool and Splashground Proposal"; LARC would like to volunteer to help raise funds, refurbish the building at the old pool. Discussion on different ideas and research that has occurred to date ensued. Cami Nelson from the Laurel Chamber of Commerce was also in attendance to offer support from the Chamber. Some money and grants are available and the Mayor said the City Attorney will approach the Riddle Estate to see if the funds for a pool could be used. The City's engineering firm will have someone at the next meeting to explain the process from now moving forward.

Old Business

6. Tennis Courts

Nothing New

7. Fir Field Bike Park

Looking for dirt, time to do it and cooler weather.

8. Splash Park at Thompson Park

See discussion under item 5.

9. Lighting and Electrical at Riverside Park

The lights have been ordered and the project is ongoing.

10. American Legion Building at Riverside Park

Richard Klose reported the building has been demo 'ed to the point of starting repairs. All repairs have been estimated at \$85,000.00. The amount of money to keep moving forward on plumbing and electrical is \$25,000.00. Some sources of funding is being looked at.

11. Riverside Park Updates

Very busy on the weekends and the City has been cleaning out the squatters and confused renters of the campground. \$6500.00 in rentals so far. New signs are up for the "Day Use Only" sections. No damage from the flooding, although the boat ramp needed to have rocks cleared and the City has done that. Jon motioned to request proposals for a sprinkler system at Riverside Park. Evan 2nd and the motion was approved. Evan motioned for the City to look at the old Shower Building for possibilities. Paul 2nd and the motion was approved. The Western Heritage Center advertised a "Hoof it with an Historian" at Riverside Park. Fee was \$10.00 per person and no permit was applied for from the City. Discussion followed as this was a complaint from a resident. Evan said it did not go as planned and no fees were charged for the tour.

Other Items

Announcements

12. Next meeting September 1st, 2022

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

DATES TO REMEMBER

Meeting was adjourned at 6:40

Jon Rutt

Wading Pool and Splashground Proposal

LARC Laurel Activities Recreation Complex is seeking to assist with the City of Laurel in building of a wading pool and or splash park/splashground at the existing city pool area at Thompson Park. With hopes to have this project be the first phase of the LARC project. LARC would like to help fundraise and initiate the process with the support of the City of Laurel.

We have been contacted by John Davidson and Lee VanLuchene of 5 Star Pool and Spa they are a local pool company in Billings that would like to donate/volunteer to help with a pool project in Laurel.

Laurel is in desperate need of more healthy activities for our community and the children. LARC would also like to suggest that we fill the ice rink this winter, Thompson Park is a great place in our community to come together and interact. It just needs a little love, and community involvement.

The closest Splash Parks and Wading Pools are in Billings, that is a hardship on some families to get to them.

In Billings there are two filtrated, chlorinated wading pools located within the Billings City Park System. All wading pools are free for children and are open daily Noon to 6:00pm. Parents are responsible for the supervision of their children at all times. Pioneer Park and Hawthorne Park.

There are 5 Splashgrounds in Billings, Terry Park, Castlerock Park, Rose Park, Highland, and North Park. All the wading pools and splash parks are maintained by the parks and rec department of Billings. We propose that the City of Laurel maintains the wadding pool and splash park.

We are hoping that the monies donated to build a pool for Laurel by Billie Riddle and Elsie Johnston can help with this project.

<https://www.thepricer.org/splash-pad-cost/> Says Commercial splash pads can cost anywhere from **\$41 to as much as \$61 per square foot**. If you want a DIY project, try purchasing one of the many pre-made kits online for about **\$1,900-\$3,000**. These come with no installation included. The average person would be spending about an extra **\$30 per month** if they were to run their splash pad six hours each day.

Splash pads are great for all ages. They require less maintenance than swimming pools. They just need regular maintenance, like winterization in October and start-up around April in some regions.

File Attachments for Item:

12. Public Works Committee Minutes of July 18, 2022.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, JULY 18, 2022**

The Public Works Committee meeting was called to order at 6:00pm on Monday, June 20, 2022, by Committee Vice Chair, Irv Wilke

Members Present: Irv Wilke- Vice Chair, Bill Mountsier, Emelie Eaton, Marvin Carter

Others Present: Dave Waggoner- Mayor, Kurt Markegard- Public Works Director, Brandon Romo, Roger Heimbigner

Public Input: None

General Items

1. Approval of Minutes from May 16, 2022- Bill Mountsier made a motion to approve the minutes of May 16, 2022. Motion was seconded by Emelie Eaton. Motion carried 4-0 to approve the minutes.

New Business

2. Emergency Call Out Report- Report attached
 - o Marvin informed the committee that during fire hydrant flushing by the senior center that a hole was created in the dirt around the fire hydrant. Kurt said he would investigate it.
3. KLJ Report- Report attached
 - o Emelie had questions about the wet well project and when it would start.
 - o There was discussion about a west interchange plan and how to get water and sewer out to golf course road.
 - o The rebuilding of West Railroad Street was discussed, and Irv asked if the plan was to still rebuild it a portion of it or all of it. Kurt stated that the plan would be to rebuild all of it.
4. Parking area for 714 East 5th St
 - o Brandyn Romo from Yellowstone-West/Carbon County Special Services Cooperative presented her request to build a storage spot for cars at 714 east 5th Street. Brandyn stated that they have twelve cars for staff to drive during the school year, but during the summer they store the cars for about 11 weeks. They would like to build a fenced area to secure the cars during the summer June thru August. The area would not be used for public parking and the gate would be closed. Emelie didn't think it would be an issue if there was no public parking. Irv indicated that he didn't want to see old junk cars. Brandyn said that they have fairly new cars. Brandyn also told the committee that they would take care of any weeds and surround the fence with a gravel area. Dave asked about the alley approach and asked how they would keep the rocks off the sidewalk. Brandyn stated that they would dig down the soil. Bill stated that he would like to see the area kept neat. Brandyn stated that they have been around for 50 years providing

professional services to the schools and will keep it looking nice. Bill asked if they could give the city a heads up if they were ever to leave the lot. Dave stated that the area is a residential neighborhood. Emelie asked if there was a variance needed for the parking lot and Kurt informed the committee that alternate paving can be approved by this committee. Irv thought that the codes should be updated. Marvin made a motion to approve the request to use millings for parking lot. Bill seconded the motion. Motion carried 4-0.

Old Business

Other Items

Announcements

Next Meeting will be Monday, August 15, 2022, at 6:00pm in Council Chambers

Meeting adjourned at 7:15pm

Emergency Call Out for July 18, 2022, Public Works Committee Meeting

6-25-2022 Water leak west of domino's pizza

6-30-2022 Flush Fire Hydrants

7-2-2022 Flush Fire Hydrants



2022 Pavement Maintenance Project (4th 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:

- Project Bid Opened on 5.5.22
- Contracts Executed 6.8.22
- Suspend Work Order issued 6.8.22 (Contractor to begin in Spring of 2023)

Water System PER (KLJ #2104-00147)

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

Project Scope: To Update the existing computer model for the water distribution system; Review pressure zone, tank and booster station alternatives; Analyze up to 3 different sites for a new water tank and explore funding alternative for all potential projects.

Current Status:

- Waiting on information from City

Southside Stormwater Study (KLJ #2004-01470)

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

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

Current Status:

- Completed, need to discuss next steps in resolving outfall.

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

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

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



City of Laurel Project Status Update

July 18, 2022



Current Status:

- Project Bid July 1st
- Project Award July 13th
- Old pump removal completed week of July 11th
- New pump installation roughed in week of July 11th
- Project completion, July 2022

WTP Lift Well Replacement (KLJ #2004-01487)

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

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

Current Status:

- 100% review with Nathan completed February 8th
- DEQ approval received March 14th
- Pre-Bid conference was held on May 12th
- Bid opening was held on May 19th
- Waiting for contract execution by the City
- Construction to take place late fall and winter

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. To be scheduled
- Subdivision Regulations Update. In house project
- Annexation of Lance Hull. At City Council 8/9/2022
- Beehive Minor Subdivision. At County Commission 7/19/2022
- Cherry Hills 3rd Filing – Final Plat. At City Council 7/19 & 26/2022
- Altman Expedited Subdivision Preapplication.
- West Interchange Plan. Local match not budgeted
- Planner/Project Transition. Ongoing
- Lazy KU Subdivision 2nd Filing. Element and Sufficiency Reviews. Waiting on additional information.



City of Laurel Project Status Update
July 18, 2022



Laurel Capital Improvement Plan (KLJ # 2104-00649)

Reason for Project: KLJ has been retained by the City of Laurel to develop a 5-year Capital Improvement Plan (CIP).

Project Scope: The CIP is primarily a planning tool for annual budgeting to assist Departments and the Governing Body establish project priorities and funding.

Current Status:

- *Task Order executed*
- *Kick-off meeting Department Heads*
- *Initial structure of CIP generated*
- *Department Heads contacted for additional projects.*
- *Document is being drafted.*
- *A meeting with City Department Heads needs to be scheduled in late November.*
- *The document will be presented to a City Council Work Session*
- *A Public Hearing before the City Council needs to be scheduled.*

Other Notes and Information

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

Anticipated FY22 Projects

1. West Railroad Street Reconstruction- Proposal submitted
2. Water System Planning
 - a. Booster station rehabilitation or replacement (task order forthcoming)
 - b. Water storage tank Preliminary Engineering Report
3. 7th Street reconstruction
4. Waterline extension out to Golf Course Road
5. Updates to Zoning regulations
6. Updates to Subdivision Regulations
7. West Interchange Neighborhood Plan

Other Potential Future Projects

1. West Side TIFF

Chapter 17.40 - OFF-STREET PARKING REQUIREMENTS

Sections:

17.40.010 - Applicability of provisions.

There shall be provided at the time of erection of any building or structure minimum off-street parking accommodations meeting the provisions of this chapter.

(Ord. 800 (part), 1985; prior code § 17.76.010 (part))

17.40.020 - Location specified.

Off-street parking facilities shall be located as hereinafter specified. Where a distance is specified, such distance shall be in walking distance measured from the nearest point of parking facility to the nearest point of the lot that such facility is required to serve. All such off-street parking shall be improved as required by Sections 17.40.080 and 17.40.140.

- A. For one- and two-family dwellings, off-street parking is required on the same building site with the building it is required to serve.
- B. For multiple dwellings, retirement homes, lodging and boardinghouses, etc., off-street parking is required within the walking distance of one hundred feet.
- C. For hospitals, sanitariums, convalescent homes, nursing homes, rest homes, homes for the aged and asylums, off-street parking is required within six hundred feet for employees and three hundred feet for visitors.
- D. That portion of the city zoned central business district (CBD) shall not have any off-street parking requirements; provided, however, that the owners of expanded or new structures must consider the off-street parking needs of their projects.
- E. For uses other than those specified above, off-street parking within four hundred feet is required.

(Ord. 05-11, 2005; Ord. 927, 1987; Ord. 800 (part), 1985; prior code § 17.76.010(A))

17.40.030 - Expansion and enlargement to be provided for.

Whenever any building is enlarged in height or in ground coverage, off-street parking shall be provided for the expansion or enlargement in accordance with the requirements of this chapter; provided, however, that no parking space be provided in the case of enlargement or expansion, where the number of parking spaces required for such expansion or enlargement is less than ten percent of the parking spaces required for the enlarged facility as specified in this chapter. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing at the time of passage of the ordinance codified in this chapter.

(Prior code § 17.76.010(B))

17.40.040 - Nonconforming uses allowed.

Nothing in this chapter shall be deemed to prevent the voluntary establishment of off-street parking or loading facilities to serve any existing use of land or buildings even though nonconforming; provided, that all regulations herein governing the location, design, and operation of such facilities are adhered to.

(Prior code § 17.76.010(C))

17.40.050 - Mixed occupancy requirements computed separately.

In the case of mixed uses, the total requirements for the various uses shall be computed separately. The total requirements to be the sum of the area computed. Off-street parking facilities for one use shall not be considered as a substitute for joint use.

(Prior code § 17.76.010(D))

17.40.060 - Use not specified—Determination dependent on requirements.

In the case of a use not specifically mentioned in the Table of Minimum Standards, the requirements for off-street parking facilities shall be determined by the building official. Such determination shall be based upon the requirements for the most comparable use listed.

(Prior code § 17.76.010(E))

17.40.070 - Joint use authorized when.

The building official may authorize the joint use of parking facilities for the following uses or activities under conditions specified.

- A. Up to fifty percent of the parking facilities required by this chapter for primarily nighttime uses such as theaters, bowling alleys, bars, restaurants, and related uses herein referred to as daytime uses such as banks, offices, retail, personal service shops, clothing, food, furniture, manufacturing or wholesale and related uses.
- B. Up to one hundred percent of the parking facilities required by this section for a church or for an auditorium incidental to a public or parochial school, may be supplied by the off-street parking facilities provided by uses primarily of a daytime nature.

(Prior code § 17.76.010(F))

17.40.080 - Conditions required for joint use.

The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use, shall be located within five hundred feet of such parking facilities, in addition to which:

- A. The applicant shall show that there is no substantial conflict in the principal operating hours at the two buildings or uses for which joint use of off-street parking facilities is proposed;
- B. The applicant shall present to the building official a legal agreement executed by the parties concerned for joint use of off-street parking facilities.

(Prior code § 17.76.010(G))

17.40.090 - Off-street parking requirements—Procedure—Specifications.

Except as provided elsewhere in this chapter, no application for a building permit or certificate of occupancy in any zone shall be approved unless there is included with the plan for such building, improvement or use, a site plan showing the required open space designated as being reserved for off-street parking incident to such building, improvement, or use, in accordance with this section. No certificate of occupancy shall be issued until the required off-street parking spaces have been provided. Each required off-street parking space should be of an area at least ten feet wide and twenty feet long, not including the required ingress and egress approaches and driveways also required by this code. However, at a minimum, each off-street parking space shall conform to the size and layout standards set forth in the Table of Parking Dimensions in Feet, attached to the ordinance codified in this chapter and on file in the office of the city clerk-treasurer and incorporated by reference as though set out in full. Off-street parking on the street side of properties shall be paved with an all-weatherproof surface of concrete or asphalt. Off-street parking on the alley side of properties shall also be paved with an all-weatherproof surface material unless the city street and alley committee and the building official gives approval in writing of a different surfacing material. The number of off-street parking spaces shall be provided according to the following minimum requirements:

A. Dwellings.

1. Single-family and two-family dwellings — Two spaces for each dwelling unit,
2. Multiple-family dwellings — One and one-half spaces for each dwelling unit,
3. Reserved.

B. Roominghouses. One space for each two sleeping rooms rented, plus one additional space for the owner or operator of the roominghouse;

C. Hotels, Including Clubs. One space for each two guest rooms; if, in addition to sleeping rooms, patrons or residents are provided with assembly halls, bars, restaurants, nightclubs, retail shops, service establishments or other businesses, additional off-street parking spaces will be required for such other uses in accordance with the regulations of this section for such uses;

D. Tourist Homes, Motel. One space for each guest room or cabin; off-street parking for auxiliary uses in the same building or on the same lot shall be provided in accordance with the regulations set forth in this section for such uses. For tourist homes there must be provided in addition to off-street parking space for guests, one additional space for each family permanently residing in the building;

E. Hospitals. One space for each two patient beds; plus one additional space for each two regular employees, including nurses;

F. Restaurants, etc. Restaurants, including bars, taverns, nightclubs, lunch counters, diners and all other similar dining and drinking establishments — One space for each four seats provided for patron use, or one space for each one hundred square feet of floor area used for patron use whichever requirement is greater;

G. Theaters. One space for each five seats provided for patron use;

H. Places of Public Assembly. Places of public assembly, including private clubs, lodges and fraternal buildings not providing overnight accommodations, assembly halls, exhibition halls, convention halls,

auditoriums, skating rinks, dancehalls, bowling alleys, sport arenas, stadiums, gymnasiums, amusement parks, racetracks, fairgrounds, circus grounds, churches, funeral homes, and mortuaries, community centers, libraries, museums, and all other similar places of relatively infrequent public assembly — One space for each ten seats provided for patron use, or one space for four hundred square feet of gross floor area used or intended to be used for service to the public as customers, patrons or clients, whichever requires the greater number of parking spaces;

- I. Medical Facilities. Medical clinics, including the offices of doctors, dentists and drugless physicians — Three spaces for each doctor using the office or clinic, plus one additional space for each two regular employees, including nurses;
- J. Retail Establishments. Retail establishments including personal service shops, equipment or repair shops:
 - 1. In a NC, CBD and HC commercial district — One space for each two hundred square feet of floor area on the ground floor, plus one space for each four hundred square feet of floor area in the basement or any story above the ground floor,
 - 2. In a CC commercial district: One space for each two hundred square feet of floor area;
- K. Office Buildings. Office building, including commercial, governmental and professional building, except as otherwise provided for in this section: One space for each four hundred square feet of floor area;
- L. Wholesale, Manufacturing and Industrial Plants. Wholesale, manufacturing and industrial plants, including warehouses and storage buildings and yards, public utility buildings, contractor equipment and lumber yards, research laboratories, business service establishments such as blueprinting, printing and engraving, soft drink bottling establishments, fabricating plants and all other structures devoted to similar mercantile or industrial pursuits — One space for each employee plus sufficient space to park all company-owned or leased vehicles including passenger cars, trucks, tractors, trailers, and similar motor vehicles, but in no case less than one off-street parking space for each one thousand square feet of gross floor area;
- M. Terminal Facilities. Terminal facilities including airports, railroad, passenger and freight stations, bus depots, truck terminals and all other similar personal or material terminal facilities — Off-street parking space in an amount determined by the board of adjustment to be adequate to serve the public as customers, patrons and visitors, plus space to provide one off-street parking space for each two regular employees, plus space to provide off-street parking for all owned, leased or operated commercial vehicles, buses and similar motor vehicles;
- N. Schools. Schools, including colleges, elementary schools, junior and senior high schools, including public, private and parochial schools — One space for each two staff members or employees, plus one space for each classroom, plus additional space for any place of public assembly in accordance with the requirements set forth in this section for such use;
- O. Miscellaneous Institutions. Sanitariums, asylums, orphanages, convalescent homes, homes for the aged and infirm, and similar institutions — One space for each four patient beds, plus one additional space for each staff doctor, plus one additional space for each two regular employees including nurses.

(Ord. 06-12 (part), 2006; Ord. 06-06 (part), 2006; Ord. 97-2 § 4 (part), 1997; Ord. 96-5 (part), 1996; Ord. 918, 1987; prior code § 17.76.010(H))

(Ord. No. 009-02, 3-17-09)

17.40.100 - Retail and commercial off-street loading.

In any district, any building or part thereof having a gross floor area of ten thousand square feet or more which is to be occupied by a use requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained on the same lot with such building at least one off-street loading space, plus one additional loading space for each twenty thousand feet or major fraction thereof of gross floor area. Each loading space shall be not less than twenty feet in width, twenty-five feet in length, and fourteen feet in height. The loading space shall be located so as to preclude backing maneuvers on the public right-of-way.

(Prior code § 17.76.010(I))

17.40.110 - Warehouse and wholesale off-street loading.

Off-street loading space for warehouse, wholesale shipping and similar facilities will be determined by the city engineer. The loading space shall be located so as to preclude backing maneuvers on the public right-of-way.

(Prior code § 17.76.010(J))

17.40.120 - Screening around parking facility required when.

Screening in the form of walls, architectural fences or dense coniferous hedges shall be required where any parking facility has a common boundary with any residentially zoned property.

(Prior code § 17.76.010(K))

17.40.130 - Landscaping requirements.

In the neighborhood commercial limited (NCL), neighborhood commercial (NC), community commercial (CC), and highway commercial (HC) zoning districts, landscaping shall be provided according to the following schedules:

A. New Site Development:**Percentage of Landscaping Required:**

Up to 22,000 sq. ft.	10% minimum
22,000 sq. ft. to 5 acres	8% minimum
5 acres to 10 acres	6% minimum
over 10 acres	4% minimum

B. Existing Site Development: Building additions in excess of fifty percent — Percentage of landscaping required

one-half of new site development. Building additions less than twenty-five percent — No landscaping required.

The building official shall determine that existing site development does not substantially alter the use of the property before approving reduced landscaping requirements.

- C. Landscaping area shall be based on the square footage of the lot or lots less the square footage of the building or buildings on the site and may consist of outdoor plazas, deciduous plantings, aesthetic bufferings, benches, kiosks, public transit shelters, fountains, flower tubs or other environmental amenities approved by the building official.

(Prior code § 17.76.010(L))

17.40.140 - Construction permit—Requirements—Procedure.

- A. Construction. Plans for parking lots shall be submitted to the building official. After approval by the city engineer, the building official may issue a construction permit. A permit shall be obtained before construction of any parking facility is started.
- B. Surfacing. Surfacing is required for all off-street parking, loading, storage, sales, rental or service areas for vehicles including service stations and used car lots. Surfacing shall be designed by accepted engineering methods and subject to the approval of the city engineer.
- C. Drainage. Drainage is required for all surfaced areas as approved by the city engineer. Surface water shall not be drained across public sidewalks or alleys.
- D. Walkway. Walkways four feet in width shall be provided between any building and an adjacent parking lot.
- E. Lighting. Lighting shall be directed away from residential areas and public streets.
- F. Bumper Curb. A raised bumper curb of concrete six inches high is required for all parking stalls adjacent to the property line and where necessary to ensure pedestrian access.
- G. Traffic Control Devices. Parking stalls shall be designated by pavement markings:
 - 1. All traffic control devices such as pavement markings, signs, rails, curbs, and other developments shall be installed and completed as shown on the approved plans.
- H. Maintenance. Maintenance of all areas provided for off-street parking shall include removal and replacement of dead and dying trees, grass and shrubs, removal of dirt, trash, and weeds, repair and maintenance of drain and repair of traffic control devices, signs, lights, standards, fences, walls, surfacing materials, curbs, sidewalks and railings.

(Prior code § 17.76.010(M))

17.40.150 - Cash in lieu of required parking spaces.

If property subject to the off-street parking requirements of this section is not large enough to include the number of required spaces specified hereunder, or if the proposed location of the parking spaces, whether on-site or off-site, is undesirable in the opinion of the governing body, the city may accept a cash payment in lieu of some or all of the required number of parking spaces. Such payment shall be set by the city council by annual resolution after a public

hearing for each required space not being provided. The payment shall be made at the time of application for the building permit to construct the building or improvement, and shall be deposited to the Laurel parking fund, to be used by the city for future acquisition, construction, maintenance and improvement of city-owned parking spaces.

(Ord. 06-04 (part), 2006: Ord. 928, 1988: Ord. 893, 1986: prior code § 17.76.010(N))

CONSTRUCTION PERMIT AND APPLICATION

CITY OF LAUREL, MONTANA

PERMIT No. _____

Job Address <u>714 East 5th Street</u>	
Owner <u>Yellowstone-West/Carbon County Cooperative</u> Telephone <u>(406) 839-2339</u>	
Contractor <u>2B's Services</u>	Subdivision <u>Allard</u>
Address <u>5 Bridle Trails Drive, Joliet, MT</u>	Lot <u>1-5</u> Block <u>29</u> Tract _____ Zoning <u>R</u>
Telephone <u>(406) 671-4990</u>	Valuation of Project \$ <u>\$16,000</u>
City License _____	Description of Work: <u>Excavate sod and dirt from south lawn, Level parking area, Level and compact crushed asphalt in parking area, Level river rock between the sidewalk and parking area</u>
Special Conditions _____	
Occupancy _____	Type of Construction _____ Number of Units _____ Total Square Feet _____ Rated Walls _____

BUILDING Approved To Issue By _____ Date _____

Application is hereby made to the City of Laurel Building Code Official for a permit subject to the conditions and restrictions set forth. All provisions of laws and ordinances governing this work will be complied with whether specified herein or not. Each person upon whose behalf this application pertains, at whose request and for whose benefit work is performed under or pursuant to any permit issued as a result of this application agrees to, and shall indemnify and hold harmless the City of Laurel, its officers, agents and employees.

The granting of this permit does not give authority to cancel or violate the provisions of any state or local law regulating construction or the performance of construction.

"Compliance with the requirements of the state building code for physical accessibility to persons with disabilities does not necessarily guarantee compliance with Americans With Disabilities Act of 1990, the Rehabilitation Act of 1978, the Fair Housing Amendments Act of 1988, Title 49, chapter 2, commonly known as the Montana Human Rights Act, or other similar federal, state, or local laws that mandate accessibility to commercial construction or multifamily housing."

Any permit issued as a result of this application becomes null and void if work is not commenced within 180 days of issuance of such permit, unless a written request to extend this time is submitted to the City of Laurel Building Department and approved.

The applicant is responsible for calling to obtain underground line locations 1-800-424-5555 two days before digging.

All general contractors shall have a current City of Laurel business license.

The permit holder is responsible for giving 24 hour notice for required inspections.

I hereby certify I have read this application and the information provided is true and correct to the best of my knowledge.

FEES AND CHARGES

1000-323011 building	\$ _____
1000-323014 plan review	\$ _____
1000-323011 fence	\$ _____
1000-323011 roof	\$ _____
1000-323053 sign	\$ _____
1000-323011 mh install	\$ _____
1000-323011 investigation	\$ _____
1000-323011 re-inspection	\$ _____
1000-322022 utility hook up	\$ _____
5210-343033 SDF water	\$ _____
5310-343033 SDF sewer	\$ _____
other	\$ _____
Total Amount due	\$ _____
Amount Paid	\$ _____

Signature of Applicant

Brandon Rono

Date

6.9.2022

ALDER AVE

ALDER AVE

DOOR LOCK
BURNED FENCE
SIDEWALK

10' 10" 2

10' 10" 2

10' 10" 2

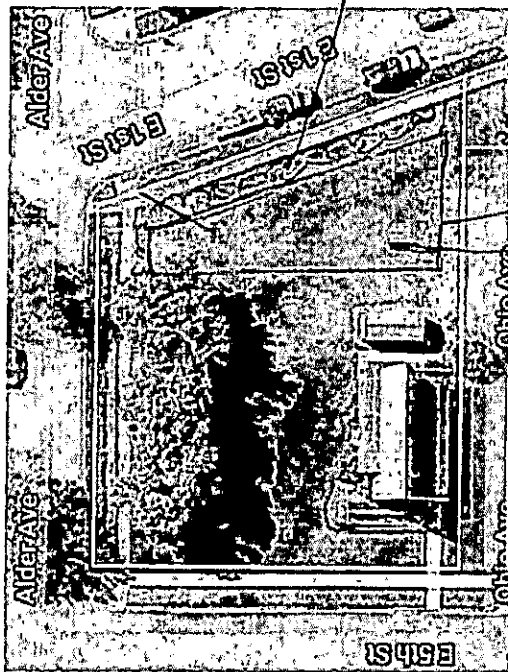
SOD REMOVED
CROSSWALK MEASUREMENT
PUNED

MANHOLE

10' 10" 2

54'

E 5th St





JARES FENCE COMPANY, INC. 10640 S. FRONTAGE ROAD
BILLINGS, MT 59101 (406) 652-1924

PROPOSAL/CONTRACT

06/15/2022

Customer Information:

YWCC Special Services Cooperative
(406) 839-2339
714 E 5th St
Laurel, MT 59044

Job Information:

brandyn@ywccssc.k12.mt.us
330' of 6' Tall Chain Link
(1) 4' Single Swing Gate
(1) 10' Double Drive Gate

Notes:

- Thank you for allowing Jares Fence Company
- to bid your fencing project. Please call
or email me if you have any questions.

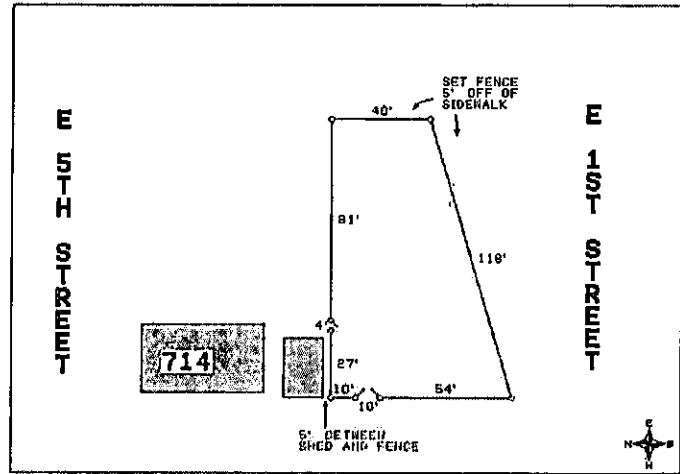
Thanks, Bryson

Commercial Chain Link

Chain Link Fabric	9 Ga.
Top & Brace Rail	1 5/8" SS40
Terminal Posts	2 7/8" SS40
Line Posts	1 7/8" SS20
Tension Wire	7 Ga.

Materials and Labor as Shown:

- 330' of 6' Tall Chain Link
- (1) 4' Single Swing Gate
- (1) 10' Double Drive Gate
- Concrete
- Installation



Jares Fence Company, Inc. agrees to guarantee above fence to be free from defects in materials and workmanship for one year. Jares Fence Company, Inc. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Jares Fence Company, Inc. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Jares Fence Company, Inc. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

Jares Fence Company, Inc. will assume the responsibility for having underground public utilities located and marked. However, Jares Fence Company, Inc. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Jares Fence Company, Inc. to dig in the immediate vicinity of known utilities. The customer will assume all responsibility for excavated materials. The final billing will be based on the actual footage of fencing built and the work performed.

Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Jares Fence Company, Inc. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs, including reasonable attorney fees, incurred in the collection of this debt. It is agreed that if there is any litigation relating to this contract that the proper venue is Yellowstone County, Montana.

Approved & Accepted for Customer:

Bryson Rono 6.15.22
Customer Date

Accepted for JARES FENCE COMPANY, INC.:

Salesperson Date

Contract Amount: \$ 9875.00

Down Payment Required: \$

Balance Due: \$



June 7, 2022

PROJECT BID PROPOSAL #YWCCSSC101 - SOUTH PARKING LOT & NORTH SIDEWALK

Brandyn Romo (406) 478-4364
Yellowstone West/Carbon County
Special Services Cooperative
714 East 5th Street
Laurel MT 59044
brandyn@ywccssc.k12.mt.us

Paul Blaede (406) 671-4990
2B's Services
5 Bridle Trails Drive
Joliet MT 59041
Paul.2B'sServices@gmail.com

SCOPE

- Excavate Approximately 175 Yards Of Sod And Dirt From South Lawn
- Transport Sod And Dirt Off Site
- Level Ground To Prepare For Parking Area
- Supply And Level Approximately 150 Yards Of Crushed Asphalt
- Supply And Level Approximately 25 Yards Of 2" River Rock
- Pack The Entire Area Covered With Crushed Asphalt
- Prep Area On North Side Of Building For Sidewalk
- Form Up 5'x5' Landing
- Form Up Sidewalk 4' Wide With Radius Curve That Meets Up To Landing
- Supply Concrete With Reinforced Fiberglass
- Supply Wire And Related Material
- Pour Concrete And Complete With A Broomed Finish
- Remove All Forms And Debris
- Any Change Orders Will Be Invoiced At An Hourly Rate
 - Bobcat \$125 (Includes Operator)
 - General Labor \$36.95 (Current Prevailing Wage Rate)

COMPENSATION

- | | |
|---|-------------|
| • Concrete Sidewalk And Landing - Provide Material And Labor
(Paid At Current Prevailing Wage Per Scope) | \$2960.44 |
| • Parking Lot And Adjacent Border - Provide Material And Labor
(Paid At Current Prevailing Wage Per Scope) | \$15,830.86 |

TOTAL

\$18,791.30

APPROVAL

YWCC Special Services Coop.

2B's Services

Signature & Date:

Brandyn Romo
June 15, 2022

Signature & Date:

Paul Blaede
June 7, 2022

Due To Current Market Volatility, This Bid Will Be Good For Twenty One (21) Days From The Date Of Bid (June 27, 2022).
If Bid Is Awarded To 2B's Services, A 25% Down Payment Of \$4,463.10 Will Be Due Upon The Start Of The Project.
The Remaining Balance Will Be Due Within Thirty (30) Days From The Date Of Invoice.

File Attachments for Item:

13. Airport Authority Minutes of July 26, 2022

MINUTES
LAUREL AIRPORT AUTHORITY BOARD MEETING
Tuesday, July 27, 2022

A Laurel Airport Authority Board meeting was held in the Airport Pilot's Lounge and called to order by Chairman Randy Hand at 19:00.

BOARD MEMBERS PRESENT:

- ☐ Randy Hand, Chairman
- ☐ Brock Williams, Secretary
- ☐ Alan Kasemodel
- ☐ Shane Linse
- ☐ Will Metz

OTHERS PRESENT:

Nathan Schroht - KLJ

1. General Items

- a. Previous minutes approved by unanimous consent
- b. Claims prepared by Steven Cosner were approved for payment by unanimous consent
- c. Other payment items:
 - i. Gate: Solid Rock anticipated to be here next week to start work. They would like final payment on site after work is completed. Motion to approve cutting a check for the final payment amount in advance, to be delivered upon completion of the work. Motion approved without dissent.
 - ii. YVEC Estimate for installation of power service for the gate is \$3200. Materials estimate from Shane is approximately \$4000. Motion to approve these payments approved without dissent.
 - iii. Denning Downing and Associates. We received a bill for the remaining amount on their quotation, but the work is not yet complete. We will hold off on approving payment until they are complete.

- iv. SR Landscaping. Will is going to discuss with them how to cut back the expenses while still maintaining the lawn at a basic level.

2. Reports

a. KLJ Project Status Report:

- i. Expects planning grants to be issued mid to late August.
- ii. MDT Aeronautics will be looking for a Capital Improvement Plan from us shortly

3. New Business

- a. Hangar Sales. Murl Williams to buy Don Lovelace's hangar on East Greening. Jeff Doyle to buy Bobby Allard's. Board has no concerns with either sale.
- b. Fuel Flowage Fee Form drafted by Will, to provide to anyone who brings their own fuel onto the airport. Motion to adopt the form passed without dissent.

4. Old Business

- a. Nemont - No further updates
- b. Will Metz Lease. Will is going to add additional space to his lease for parking and septic.

5. Public Input

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

- a. None received

6. Other Items

none

7. Announcements

- a. none

The meeting was adjourned at 20:45.

Respectfully submitted,

Brock Williams
Secretary

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

File Attachments for Item:

15. Appointment of Casey Wheeler to the Board of Health for the remainder of a three-year term ending December 31, 2024.

Brittney Moorman

From: Ward 3B
Sent: Tuesday, August 9, 2022 6:26 PM
To: Brittney Moorman
Subject: Board of Health

Hi Brittney I would be very interested in being considered for the Board of Health for the county. I have worked as a registered nurse for the last five years, working in orthopedic and neurosurgery, allergy asthma and immunology, and currently as a post operative nurse at an ambulatory surgery center. I think I could provide valuable insights to the board, and would be grateful for any consideration.

Yours Truly,

Casey Wheeler

File Attachments for Item:

16. Appointment of Jodi MacKay to the Laurel Urban Renewal Agency for a four-year term ending December 31, 2025.

August 2, 2022

To Whom It May Concern:

Hello. I am a small business owner and a long-time Laurel resident. I am interested in serving on the Laurel Urban Renewal Agency board.

As a small business owner, in downtown Laurel, I am eager to see to see our community improve and succeed. As a Laurel resident and parent of an elementary age child, I desire to be a part of the agencies and organizations that can affect change and shepherd our community toward responsible and beneficial growth.

I appreciate your consideration for this position. Please do not hesitate to contact me with questions or for further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jodi Mackay", written in a cursive style.

Jodi Mackay

Owner, Molly & Friends

317 East Main Street

Laurel, MT 59044

MollyandFriends406@gmail.com

(406) 633-4488 – business

(406) 670-4481 - cell

File Attachments for Item:

17. Resolution No. R22-43: Resolution Approving A Memorandum Of Understanding By And Between The City Of Laurel And Local Union Local 303, American Federation Of State, County, And Municipal Employees, AFSCME

RESOLUTION NO. R22-43

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND LOCAL UNION LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFSCME

WHEREAS, the City of Laurel and Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have an existing Collective Bargaining Agreement (hereinafter “CBA”) in place which provides for set wages and positions for Laurel Police Department Officers;

WHEREAS, the City and the Union previously negotiated the expansion of an existing position known as the Animal Control/Parking/Code Enforcement Officer Position into the CBA;

WHEREAS, the City and the Union wish to further expand this position to include additional Code Enforcement rights and responsibilities, to assist the Planning Department in enforcement of Laurel Municipal Code violations;

WHEREAS, the City and the Union selected a qualified applicant for the position who is currently a member of the Police Department and the Union, who is a long-term City employee, and who is already conducting Code Enforcement job duties;

WHEREAS, the selected employee has worked for the City, successfully, for over twenty years and he is qualified for the expanded job duties in Code Enforcement;

WHEREAS, the expanded job duties necessitate increased compensation to reflect the overall and increased job duties of the Animal Control/Parking/Code Enforcement Officer Position;

WHEREAS, the City and the Union have negotiated a Memorandum of Understanding (hereinafter “MOU”) between the City and the Union to address the expanded job duties and compensation for the Animal Control/Parking/Code Enforcement Officer Position; and

WHEREAS, the City and the Union specifically agree that the MOU is intended to apply to this employee and this unique situation only and does not constitute an amendment of any kind to the CBA or a past or current practice on either the City or the Union’s behalf.

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

Section 1: Approval. The MOU by and between the City of Laurel and the Union, 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 23rd day of August 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23rd day of August 2022.

APPROVED by the Mayor on the 23rd day of August 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF UNDERSTANDING

The City of Laurel (hereinafter “the City”) and Local Union Local 303, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) enter into a Memorandum of Understanding (hereinafter “MOU”) for the limited purpose of expanding the job description of an existing Laurel Police Department Officer, to include increased Code Enforcement duties, as well as increase the wages offered for this position.

WHEREAS, the Parties, specifically the City and the Union, have negotiated an existing contract (hereinafter “the CBA”) that provides for set wages and positions for Laurel Police Department Officers; and

WHEREAS, the Parties previously negotiated the expansion of an existing position known as the Animal Control/Parking/Code Enforcement Officer Position into the CBA; and

WHEREAS, the Parties wish to further expand this position to include additional Code Enforcement rights and responsibilities, to assist the Planning Department in enforcement of Laurel Municipal Code violations; and

WHEREAS, the City selected a qualified applicant for the position who is currently a member of the Police Department and the Union, who is a long-term City employee, and who is already conducting Code Enforcement job duties; and

WHEREAS, the selected employee has worked for the City, successfully, for over twenty years and he is qualified for the expanded job duties in Code Enforcement; and

WHEREAS, the expanded job duties necessitate increased compensation to reflect the overall and increased job duties of the Animal Control/Parking/Code Enforcement Officer Position; and

WHEREAS, both Parties have considered the issue and have determined it is in both of their best interests to enter into this MOU for the purpose of memorializing a one-time waiver of any potentially-conflicting provisions of the CBA as provided herein.

BASED on the recitals, the City and the Union agree as follows:

1. The Parties intend this MOU as a one-time agreement and have no intention to permanently amend or modify the existing MOU.

2. The Parties agree that for the employee hired as the Animal Control/Parking/Code Enforcement Officer Position, Section 5 of Addendum B of the CBA, as well as any potentially-conflicting additional sections of the CBA, are hereby waived, and the expanded job duties reflected in the attached Job Description (Exhibit A) will apply. The employee will be paid \$19.00 per hour for his expanded job duties as Animal Control/Parking/Code Enforcement Officer.

3. The Parties acknowledge and agree that the waiver provided herein constitutes a one-time agreement and shall have no further force and effect on any other part of provision of the existing CBA and shall not constitute an intended or enforceable past practice on either Party's behalf.

4. The Parties agree that they are not altering, changing or modifying the existing CBA in any manner, and that all provisions of the CBA shall remain in full force and effect notwithstanding the existence of this MOU.

Dated this _____ day of August, 2022.

City Mayor, Dave Waggoner

Dated this _____ day of August, 2022.

Union President

File Attachments for Item:

18. Resolution No. R22-44: Resolution Approving The Encroachment Permit By And Between The Billings Bench Water Association And The City Of Laurel

RESOLUTION NO. R22-44

**RESOLUTION APPROVING THE ENCROACHMENT PERMIT BY AND
BETWEEN THE BILLINGS BENCH WATER ASSOCIATION AND THE CITY OF
LAUREL**

WHEREAS, the Billings Bench Water Association owns and operates the BBWA Main Canal, as reflected in the attached Encroachment Permit;

WHEREAS, the City of Laurel maintains a Main Water Line paralleling the BBWA Main Canal for 300 feet, located in the BBWA right-of-way, described as “a strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the land more particularly described on the Encroachment Permit; and

WHEREAS, the Billings Bench Water Association has agreed to grant the City of Laurel an Encroachment Permit to run, construct, repair, and maintain the City’s Main Water Line, subject to the terms and conditions of the Encroachment Permit.

THEREFORE, the City Council of Laurel hereby accepts and approves the Encroachment Permit by and between the Billings Bench Water Association and the City of Laurel and authorizes the City of Laurel Mayor to take all necessary steps to ensure the execution and proper recordation of the Encroachment Permit.

Introduced at a regular meeting of the City Council on the 23rd day of August 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23rd day of August 2022.

APPROVED by the Mayor on the 23rd day of August 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

ENCROACHMENT PERMIT

THE BILLINGS BENCH WATER ASSOCIATION (BBWA) hereby quit Claims to **City of Laurel, 115 West 1st Street, Laurel, MT 59044** as (Permittees or Grantee), revocable permission to:

A Right-of-Way Permit granted for permission to run, construct, repair and maintain the Main Water Line paralleling the BBWA Main Canal for 300 feet, in which is owned by said applicant, located in the BBWA right-of-way.

"A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described land:

Beginning at a point on the mid-section line of said Section 15 - Tnp 2N 24E - bearing South zero(0)degrees and one(1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of Section 15; thence South seventy three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths (417.6) feet, which point is four hundred (400) feet North, eighty nine(89) degrees fifty seven (57) minutes West and thirteen hundred twenty two and seven tenths (1322.7) feet South, zero(0) degrees one(1) minute East of the mid-section corner of Section 15."

Subject to the following terms and conditions.

WHEREAS persons may not encroach upon or otherwise use or impair BBWA's Canal, or its primary or secondary easement, without obtaining approval and an easement therefore:

1. PLANS AND SPECIFICATIONS OF ANY "ENCROACHMENT" or "DISTURBANCE" OR "PLACEMENT OF FACILITY":

An "encroachment" or "disturbance" or "placement of facility" means the construction or the placement, and any work associated therewith, of any facility, including utility lines, pipes, pipeline, culverts, bridges, trees, buildings, etc. over, across, on, under, through or near the BBWA'S canal, laterals, embankment, or right-of-way thereof.

2. Any “encroachment”, “disturbance” or “placement of facility” by “PERMITTEE”, over, across, under, on or near BBWA’s canal, laterals, And embankment thereof, MUST BE DONE BETWEEN NOVEMBER 1, AND APRIL 1, of each year, unless a specific written exception is granted by BBWA. “PERMITTEE”, shall contact BBWA, at least twenty-four (24) hours in advance of any actual “encroachment” “disturbance”, or “placement of facility.”

On lateral crossings, BBWA requires using riprap and necessary measures to insure that the soil integrity of the canal will not give away or leak. All cuts in the laterals shall be lined with high swelling sodium type bentonite such as is produced by Wyo-Ben Inc. or other impervious material as agreed to by BBWA.

Final details of reclamation shall include:

Soil compaction per attached exhibits, surface restoration per attached exhibits, and grass areas will be sodded. Final reclamation shall be approved by BBWA prior to and after “PERMITTEE’S” “encroachment” “disturbance” or “placement of facility”.

3. The installation of any culvert, bridge, fence, or any other “facility” will be such as to allow BBWA access to cleaning and allow safe and efficient operation, maintenance of its canals and laterals.
4. BBWA shall be entitled to use the road easement in the operation and maintenance of its canal. The “Permittee” shall have right of access and enjoyment of its easement under this agreement so long as such use and enjoyment by “Permittee” does not interfere with the normal operation and maintenance of BBWA’S canals and only so long as the encroachment otherwise complied with the bylaws of BBWA as they may exist from time to time.
5. The “Permittee”, will take necessary actions to insure that the easement does not create a nuisance or hazard to the public, or that the easement will not interfere with other utility easements.
6. The “Permittee” shall take necessary precautions to warn or prevent the public from using BBWA’S easement, in a manner which might result in harm or damage to BBWA’S canal, the “Permittee”, or the public including the construction of a safety curb along the canal, and posting “No Trespassing” signs along the canal.

7. The "Permittee" shall be responsible for the cleaning, and maintaining; of any facility it constructs or places in BBWA'S canal or laterals. "Permittee" shall be responsible for any damage associated with and "encroachment", disturbance", or "placement of facility", by "PERMITTEE". BBWA may, but has no duty to repair, replace or clean any structure of "Permittee" and assess against the "PERMITTEE" the cost thereof.
 8. The "PERMITTEE", and/or its contractors, shall provide BBWA with Proof of insurance, prior to any "encroachment", "disturbance", or placement of facility."
 9. The "PERMITTEE" shall pay to BBWA,
Five Thousand Five Hundred Sixty Dollars and NO/100 Dollars (\$5560.00).
-

(Receipt of which is hereby acknowledged for this permit and easement)

BBWA'S general costs and expenses associated with this permit include a review of "Permittee's" plans, site inspection, development and operation of this permit system, record keeping, on site inspection prior to, during and after construction, and possible inconvenience and expense related to said "encroachment", "disturbance", or "facility", during future years of operation, maintenance, and cleaning BBWA'S canals and laterals. If BBWA has to clean, repair, or maintain any "encroachment", "disturbance", or facility, of "PERMITTEE", BBWA shall do so, and send the "Permittee" a bill for such services.

10. "PERMITTEE" is liable for any consequential damages related to or caused by "Permittee's" "encroachment", "disturbance", or "facility". "Permittee" agrees to indemnify and hold harmless the BBWA from any damages arising out of "PERMITTEES" "Encroachment", "Disturbance" or "Facility". In accepting this PERMIT, The "permittee", its/his successors or assigns, agree to protect BBWA and save it harmless from all claims, actions or damage of every kind and description which may accrue, to or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said encroachment, and in case any suit and/or action is brought against BBWA and arising out of, or by reason of, any of the causes, the "PERMITTEE" its/ his successor assigns, will upon notice to it/him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against BBWA in any such suit or action.

11. In the event BBWA shall at any time in the future change the location or elevation of its canal or lateral at the point above referred to, necessitating any change in the location of the head gate, the cost of the modifications shall be borne by the permittee.
12. Change or location of such buried line to meet the needs of the BBWA, shall be borne by the "Permittee".
13. In the event the BBWA in the enjoyment and operation of the irrigation system, damages the buried line of the "Permittee", that the "Permittee" will not claim any damage from the BBWA except in such instances as the damage is caused by the willful or gross negligence of the BBWA, its representatives, contractors, agents or servants.
14. If BBWA owns less than the entire and undivided fee simple title in said lands, then this easement applies only to the interest they have.
15. This Permit shall also be binding on any other successor or assignee of the "Permittee". THIS PERMIT SHALL RUN WITH THE LAND. Any successor in interest of "Permittee" shall immediately be bound by the terms of this agreement by any use of its benefits of the encroachment permit.
16. If "Permittee" is a contractor, agent, or other representative for another principal, city or county government, or any other person or entity, this permit shall be binding on such principal, government, and such other person or entity. This permit shall also be binding on any other successor or assignee of the "Permittee" and such entity waives all defenses of sovereign immunity, statutory, or constitutional rights of home rule.
17. In the event of a dispute over the terms and conditions of the Agreement, The BBWA shall be entitled to its reasonable attorney's fees and costs from the "Permittee", whether or not the same are incurred in connection with any lawsuit.
18. The Permittee warrants that it is authorized to enter into this agreement for and on behalf of all persons claiming an interest in this permit.
19. Each and every person using such permit shall by their use covenant and agree to be bound by the terms hereof to the same extent as the "Permittee".
20. The Permit may not be assigned without written consent of BBWA.

Dated this ____ day of ____, 20__.

BILLINGS BENCH WATER ASSOCIATION

By _____
Jim Stott, President

STATE OF MONTANA

COUNTY OF YELLOWSTONE

On this ____ day of _____, 2022, before me, the undersigned, Notary Public for the State of Montana, personally appeared **Jim Stott**, known to me to be the President of Billings Bench Water Association, whose name is subscribed to the within instrument and acknowledged to me that **he** executed the same.

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

Notary Public for the State of Montana
(Printed name) _____
Residing at _____
My commission expires _____

I AGREE TO THE TERMS AND CONDITIONS OF THIS PERMIT:

By _____

Title

STATE OF MONTANA

COUNTY OF YELLOWSTONE

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed on this instrument and acknowledged to me that _____ executed the same.

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

Notary Public for the State of Montana
(Printed name) _____
Residing at _____
My commission expires _____

BILLINGS BENCH
WATER ASSN.
P.O. BOX 50150
BILLINGS, MT 59105
406-259-6241

INVOICE

Date	Invoice #
7/15/2022	47236

Bill To
City of Laurel 115 West 1st Strret Laurel, MT 59044

Due Date	Account #
8/14/2022	

Description	Rate	Amount
Right-of-Way Permit to run, construct, repair & maintain water line paralleling BBW Main Canal for 300 feet	5,500.00	5,500.00
Recording Fees	60.00	60.00
Credit Cards Accepted - 3.29% of amount processed + \$.10 transaction fee will be applied - Please call for amount.		
LATE FEES APPLIED AS FOLLOWS: 5% Penalty plus 50 cents adv charge and interest charges at highest rate provided for under Montana Law. Follow us on FACEBOOK @BillingsBenchWater		
Total		\$5,560.00

Phone #	E-mail	Web Site
406-259-6241	bbwa@bresnan.net	http://billingsbenchwater.vistaprintdigital.com

RALPH H. FIFIELD
CONSULTING ENGINEER
BILLINGS, MONTANA

May 1st, 1928

Mr. T. A. Rigney,
City Clerk,
Laurel, Montana

Dear Sir:-

Due to a few changes that have taken place in the river, it is now necessary that the Billings Bench Water Association extend its canal up the river at a point in Lot 3, Section 15, Township 2 South, Range 24 E. which would necessitate crossing property owned by your city and now being used for a dumping ground. The right-of-way required is shown on the attached blue print and the description is herein below given.

It is the understanding of the writer that you require ground for dumping purposes and it is understood that a bridge will have to be constructed across the canal to serve your purposes. After the canal is constructed you will be able to drive along on top of the bank and dump over and on the outside of the same, if you so desire.

It is also necessary that the Association take care of outlet to the City's sewer and it proposes to continue the pipe line across the canal so as to empty into the slough below. It is also the writer's understanding that the aldermen of your City will meet on next Tuesday evening, at 8.00 o'clock, and if it is convenient, the Association would like to appear before the Board and submit its proposition and if possible, consummate a deal for the right-of-way desired.

The land is described as follows, to-wit:

"A tract of land containing one and five tenths (1.5) acres, more or less, lying and being in Lot 3, Section 15, Township Two (2) South of Range 24 E.M.P.M. and more particularly described as follows:

"A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described line:

"Beginning at a point on the mid-section line of said Section 15, bearing South zero (0) degrees and one (1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of said Section 15; thence South seventy-three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths feet (417.6), which point is four hundred (400) feet North, eighty-nine (89) degrees (102.7) feet south, zero (0) degrees one (1) minute East of the mid-section corner of said Section 15."

Reserving and excepting right of way for sewer outlets to Yellowstone River.

The above may be described by meets and bounds if it is so desired.

Will you please telephone the writer, at his expense, whether or not it will be convenient for the Officials of The Billings Bench Water Association to meet with your Board Tuesday evening, and if so at what time they should be ~~there~~.

Thanking you in advance, I am,

Yours very truly,

A handwritten signature in cursive script, appearing to read "R. H. Field". The signature is written in dark ink and is positioned to the right of the typed name "R. H. Field".

FEE/RHF

THIS INDENTURE, made this 21st day of May, 1928, by and between the CITY OF LAUREL, MONTANA, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation, of Billings, Montana, the party of the second part, Witnesseth:

That, for and in consideration of the sum of One and no/100 Dollars and other valuable considerations in hand paid to the party of the first part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells and conveys to the party of the second part, its successors and assigns, a right of way and easement not to exceed 150 feet in width situate, lying and being in Lot 3, Section 15, Township Two (2) South of Range 24 East, Montana Principal Meridian, in Yellowstone County, Montana, and more particularly described as follows:

COPY

Together with the right to said second party, its successors and assigns, to construct, operate and maintain an irrigation canal or ditch on, along, through, across or over the above described lands.

In consideration of the first party granting said right of way and easement, said second party agrees to smooth down, level and widen the top of the ditch banks through said first party's lands to the satisfaction and approval of the first party's engineer so the same may be used for a road and at the east end of the south bank second party agrees to widen said ditch bank to a width of at least 40 feet so as to afford room enough for teams and trucks to turn on; second party further agrees to furnish the material and build, erect, construct, and maintain, any and all sewer outfalls that first party now has in use or may hereafter require from its sewer filter beds or sewer system, the same to be built, erected, constructed or replaced, within thirty (30) days after notice from said first party that the same are required; and second party further agrees to furnish all material and build, erect, ~~and~~ construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings and of sufficient strength to carry a 10,000 pound load.

Specifications provided by first party

It is further agreed by the parties hereto that all lands out side of the ditch banks not used or occupied by the canal or ditch and its banks when said canal or ditch is completed shall be used by the first party as dumping grounds and first party shall have the right to dump from the banks of second party's canal or ditch.

The covenants of this agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,

By
Its Mayor

Attest:
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,

By
Its President.

Attest:
Its Secretary.

THIS INDENTURE, made this 15th day of May, 1928, by and between the CITY OF LAUREL, MONTANA, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation, of Billings, Montana, the party of the second part, witnesseth:

That, for and in consideration of the sum of One and no/100 Dollars and other valuable considerations in hand paid to the party of the first part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells and conveys to the party of the second part, its successors and assigns, a right of way and easement not to exceed 150 feet in width situate, lying and being in Lot 3, Section 15, Township two (2) South of Range 24 East, Montana Principal Meridian, in Yellowstone County, Montana, and more particularly described as follows:

"A strip of land 150 feet wide, 50 feet lying on the Northerly side, and 100 feet lying on the Southerly side of the following described line:

"Beginning at a point on the mid-section line of said Section 15, bearing South zero (0) degrees and one (1) minute East a distance of twelve hundred and two and seven tenths (1202.7) feet from the mid-section corner of said Section 15; thence South seventy-three (73) degrees, seventeen (17) minutes West a distance of four hundred and seventeen and six tenths feet (417.6), which point is four hundred (400) feet North, eighty-nine (89) degrees fifty-seven (57) minutes West and thirteen hundred twenty-two and seven tenths (1322.7) feet south, zero (0) degrees one (1) minute East of the mid-section corner of said Section 15." Reserving and excepting right of way for sewer outlets to Yellowstone River.

Together with the right to said second party, its successors and assigns, to construct, operate and maintain an irrigation canal or ditch on, along, through, across or over the above described lands.

In consideration of the first party granting said right of way and easement, said second party agrees to smoothe down, level and widen the top of the ditch banks through said first party's lands to the satisfaction and approval of the first party's engineer so the same may be used for a road and at the east end of the south bank second party agrees to widen said ditch bank to a width of at least 40 feet so as to afford room enough for teams and trucks to turn on; second party further agrees to furnish the material and build, erect, construct, replace and maintain, any and all sewer outlets to the river that first party now has in use or may hereafter require from its sewer filter beds or sewer system, the same to be built, erected, constructed or replaced according to plans and specifications provided by first party within thirty (30) days after notice from said first party that the same are required; and second party further agrees to furnish all material and build, erect, construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings and of sufficient strength to carry a 10,000 pound load.

It is further agreed by the parties hereto that all lands out side of the ditch banks not used or occupied by the canal or ditch and its banks when said canal or ditch is completed shall be used by the first party as dumping grounds and first party shall have the right to dump from the banks of second party's canal or ditch.

The covenants of this agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,

By

James Kucera
Its Mayor.

Attest:

[Signature]
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,

By

H. C. Drange
Its President.

Attest:

C. C. [Signature]
Its Secretary.

STATE OF MONTANA,)
County of Yellowstone) ss.

On this 15th day of May, in the year nineteen hundred and twenty-eight before me *R. Williams*, a Notary Public for the State of Montana, personally appeared James Kucera, known to me to be the Mayor of the municipal corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

R. Williams
Notary Public for the State of
Montana.
Residing at Laurel
My Commission expires May 17 1930.

STATE OF MONTANA,)
County of Yellowstone.) ss.

On this 15th day of May, in the year nineteen hundred and twenty-eight before me *Helen Z. Bancroft*, a Notary Public for the State of Montana, personally appeared H. C. Drange, known

to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Helen Z. Bancroft
Notary Public for the State of
Montana.
Residing at Billings Mont
My Commission expires August 11-1930

February 28, 1941

Mr. Ora Kemp, Pres.,
Billings Bench Water Assoc.
Billings, Montana

Dear Sir:

I am enclosing herewith an agreement modifying the former agreement entered into on May 15, 1928, with your company.

If there are any changes to be made, kindly let me know. If it is found to be satisfactory then have your officers sign both copies and return to me so that it can be submitted to the City Council at its meeting on March 4th. The same has been approved in so far as the city is concerned.

A copy will be furnished you after it has been executed by the city officials.

Very truly yours,

Rosella Fritz
City Clerk.

BLP:RF
Enc.

THIS INDENTURE made this 5th day of February, 1941, by and between the City of Laurel, Montana, a municipal corporation, the party of the first part, and Billings Bench Water Association, a corporation of Billings, Montana, the party of the second part,

WITNESSETH:

THAT, WHEREAS, on the 15th day of May, 1928, the above named parties entered into a written contract in which it was agreed among other things as follows: "Second party further agrees to furnish all material and build, erect, construct, replace and maintain a wagon bridge and approaches at a point over and across second party's canal or ditch to be designated by first party, said bridge to be 16 feet wide and with railings of sufficient strength to carry a 10,000 pound load", and

WHEREAS, it is the intention of the parties hereto to modify said agreement dated May 15, 1928, by waiving the right to have said bridge constructed and maintained as provided in said contract, and

WHEREAS, said second party has made the first party a proposal to build, construct, gravel and maintain a road on the upper and northerly side of its canal from its present headgate on the north bank of the Yellowstone River in Section 15, Township 2 South, Range 24 East, N. P. M. in Yellowstone County, Montana, parallel to said canal and on its northerly bank extending from said headgate to the east line of said Section 15, in lieu of said bridge.

NOW, THEREFORE, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable considerations in hand paid by each party to the other, the receipt of which is hereby acknowledged, the said party of the second part hereby grants, bargains, sells and conveys unto the party of the first

part, its successors and assigns, an easement for a right-of-way for a road not to exceed 40 feet in width situate, lying and being in Section 15, Township 2 South, Range 24 East, N. P. M. in Yellowstone County, Montana, and more particularly described as follows: A strip of land 40 feet wide lying on the upper or northerly side of second parties main canal and parallel thereto, extending from its headgate on the north bank of the Yellowstone River in said section and running along said upper or northerly bank of said canal to a point 400 feet west of the east line of said Section 15.

Second party further agrees to smooth down, level and widen and gravel with pit run gravel, the upper side of its said ditch bank from its headgate to the east line of said Section 15 to the satisfaction and approval of the first party's engineer, so the same may be used for a road and second party agrees to widen said ditch bank to a width of at least 40 feet, so as to afford room enough for cars and trucks to turn on, said work to be completed by March 15, 1941. That first party hereby waives the construction of a bridge across second parties canal as provided in the agreement dated May 15, 1928, and hereby releases said second party from its obligation to build, erect, construct, replace and maintain said wagon bridge and approaches.

Second party hereby agrees to extend the present pipe line now carrying waste water across its said canal so that it will be exposed to the north side of the proposed road to be constructed by second party.

It is hereby expressly agreed by the parties hereto that the modification made by this agreement shall not effect any other portions of the agreement dated May 15, 1928, except the part of the contract hereinbefore expressly quoted and said

agreement otherwise shall remain in full force and effect.

The covenants of this agreement shall enure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

CITY OF LAUREL,

By Lucius Conrad
Its Mayor.

ATTEST:

Rosella Fritz
City Clerk.

BILLINGS BENCH WATER ASSOCIATION,

By Oliver K. Kuyper
Its President.

ATTEST:

W. C. Gifford
Its Secretary.

STATE OF MONTANA,

County of Yellowstone.

ss.

On this 10th day of March, in the year nineteen hundred and forty-one before me B. L. Price, a Notary Public for the State of Montana, personally appeared Lucius Conrad, known to me to be the Mayor of the municipal corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.


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

B. L. Price
Notary Public for the State of Montana. Residing at Laurel. My Commission expires Oct. 25, 1941.

STATE OF MONTANA,)
) ss.
County of Yellowstone.)

On this 4th day of March, in the year
nineteen hundred and forty-one before me Hazel Brainard,
a Notary Public for the State of Montana, personally appeared
Ora Kemp, known to me to be the President
of the corporation that executed the within instrument, and
acknowledged to me that such corporation executed the same.

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


Hazel Brainard
Notary Public for the State of
Montana. ~~Residing at Billings~~
Montana. My Commission expires
April 16, 1942.

RESOLUTION NO. R09-101

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT A PERMANENT WATERLINE EASEMENT FROM CHS, INC.

WHEREAS, a portion of the City of Laurel's waterline is located on property owned by CHS, Inc.; and

WHEREAS, in order to complete the waterline replacement project, it is appropriate and necessary for the City to accept a permanent waterline easement from CHS, Inc; and

WHEREAS, the City Council must grant the Mayor authority to acknowledge receipt and accept the conveyance of the permanent waterline easement.

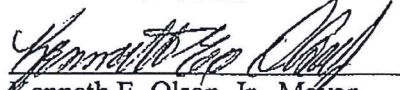
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to acknowledge receipt and accept the conveyance of the permanent waterline easement from CHS, Inc, attached hereto.

Introduced at a regular meeting of the City Council on October 6, 2009, by Council Member Rodgers.


PASSED and APPROVED by the City Council of the City of Laurel this 6th day of October, 2009.

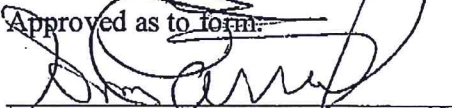
APPROVED by the Mayor this 6th day of October, 2009.

CITY OF LAUREL

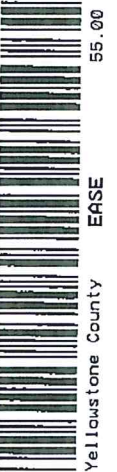

Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:

Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

3526898
Page: 3 of 5
10/07/2009 03:27P



RESOLUTION NO. R09-101

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
ACCEPT A PERMANENT WATERLINE EASEMENT FROM CHS, INC.**

WHEREAS, a portion of the City of Laurel's waterline is located on property owned by CHS, Inc.; and

WHEREAS, in order to complete the waterline replacement project, it is appropriate and necessary for the City to accept a permanent waterline easement from CHS, Inc; and

WHEREAS, the City Council must grant the Mayor authority to acknowledge receipt and accept the conveyance of the permanent waterline easement.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to acknowledge receipt and accept the conveyance of the permanent waterline easement from CHS, Inc, attached hereto.

Introduced at a regular meeting of the City Council on October 6, 2009, by Council Member Rodgers.


PASSED and APPROVED by the City Council of the City of Laurel this 6th day of October, 2009.

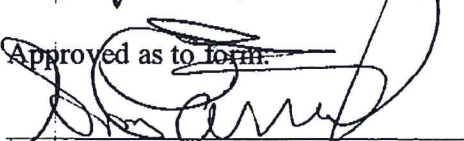
APPROVED by the Mayor this 6th day of October, 2009.

CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:

Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.



Return to:
City of Laurel Clerk Treasurer's Office
P.O. Box 10
Laurel, Montana 59044

PERMANENT WATER LINE EASEMENT

For \$1.00 and other good and sufficient consideration paid, Grantor hereby grants the City of Laurel a Permanent Water Line Easement 30 feet wide, 20 feet on the Northerly side and 10 feet on the Southerly side of the following described centerline located in the SW¼, Section 15, T.2S., R.24E., P.P.M., Yellowstone County, Montana, with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove as further described as follows:

Commencing at the 1/4 corner common to Sections 15 and 16 thence S21°57'26"E, a distance of 1923.16 feet to the Southerly boundary of a tract of land as described in Book 201, Page 316 as recorded in the office of the Yellowstone County Clerk & Recorder, also being the Point of Beginning, thence N68°42'30"E, a distance of 100.87 feet; thence N74°51'47"E, a distance of 892.51 feet; thence N52°21'47"E, a distance of 78.40 feet; thence N74°51'47"E, a distance of 185.41 feet; thence N61°22'11"E, a distance of 339.03; thence N72°37'11"E, a distance of 17.25 feet to the Point of Termination on the Westerly boundary of a tract of land described in Book 37, Page 176 as recorded in the office of the Yellowstone County Clerk & Recorder, being S17°19'55"W, a distance of 1329.57 feet from the Center ¼ corner of said Section 15, as shown on Exhibit 'A' (Figures 1 & 2) attached hereto and made a part thereof containing an area of 1.107 acres, more or less.

Together with a Temporary Easement for construction purposes being 50 feet wide, 30 feet on the Northerly side and 20 feet on the Southerly side of the above described centerline as shown on said Exhibit 'A' (Figures 1 & 2) attached hereto and made a part thereof being contiguous, adjacent and parallel to the previously described easement, containing an area of 1.854 acres, more or less.

Dated this 24 day of Sept 2009.

Grantor: CHS, Inc.

By: Patrick B. Kimmet
Name

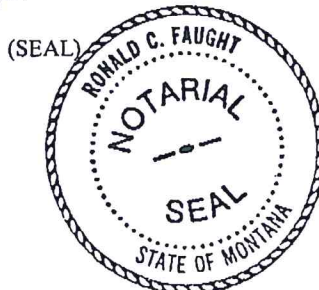
Its: Refinery Manager
Title

State of Montana }

County of Yellowstone }

On this day September 24, 2009, Patrick B. Kimmet, appeared before me and acknowledged to me that he/she executed this Easement on behalf of the Grantor, CHS, Inc. in his/her official capacity as refinery manager.

Ronald C. Faught
Printed Name: Ronald C. Faught
Notary Public for the State of Montana
Residing at: Laurel
My Commission expires: July 12, 2011

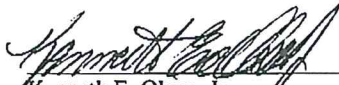





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10/07/2009 03:27P

Acknowledgement and Acceptance of Easement:

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this Easement and hereby accepts the Easement conveyed through this instrument pursuant to City Council Resolution No. R09-101 this 6th day of October, 2009.


Kenneth E. Olson, Jr.
Mayor

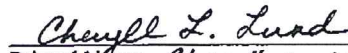
Attest:


Mary K. Embleton
City Clerk/Treasurer

STATE OF MONTANA)
 :
County of Yellowstone)

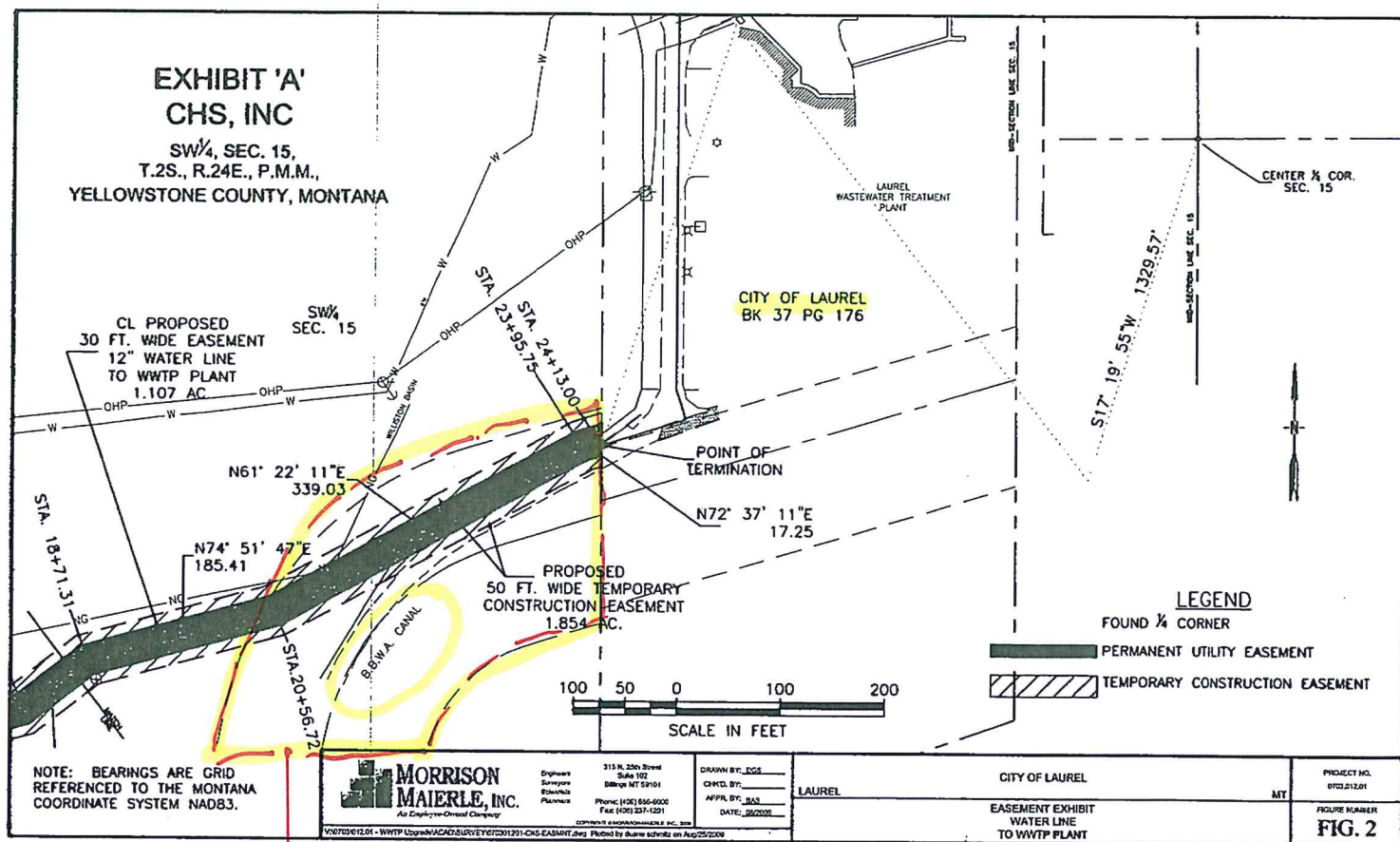
On the 6th day of October, 2009, before me, a Notary Public in and for the State of Montana, personally appeared Kenneth E. Olson, Jr., known to me to be the Mayor of the City of Laurel, Yellowstone County, Montana, and Mary K. Embleton, known to me to be the Clerk/Treasurer for the City of Laurel, Yellowstone County, Montana, who signed the foregoing instrument and who acknowledged to me that they executed the same in their official capacity.

WITNESS my hand and seal the day and year hereinabove written.


Printed Name: Cheryl L. Lund
Notary Public for the State of Montana
Residing at: Laurel
My Commission expires: 1/20/2011

(SEAL)





3526898
Page: 5 of 5
10/07/2009 03:27P

Yellowstone County EASE 55.00

Land was found to belong to the Billings
Bench water Association (BBWA) in
Spring 2022 by Kurt Marksgard researching
K.M.

File Attachments for Item:

19. Resolution No. R22-45: Resolution Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70

RESOLUTION NO. R22-45

RESOLUTION APPROVING AGREEMENT REGARDING SCHOOL RESOURCE OFFICER PROGRAM BY AND BETWEEN THE CITY OF LAUREL AND LAUREL PUBLIC SCHOOLS, DISTRICT 7 & 7-70

WHEREAS, the City of Laurel (hereinafter “the City”) and the Laurel Public Schools, District 7 & 7-70 (hereinafter “the District”) desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District sponsored events and activities;

WHEREAS, Montana law authorizes the District to contract with the City to have municipal law enforcement provide a School Resource Officer (hereinafter “SRO”) and SRO-related law enforcement services;

WHEREAS, Montana law further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for law enforcement officers who are assigned to perform SRO duties in the District; and

WHEREAS, the City and the District have agreed to an Agreement Regarding School Resource Officer Program (hereinafter “SRO Agreement”), which is attached hereto and incorporated herein.

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

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

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

Introduced at a regular meeting of the City Council on the 23rd day of August 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23rd day of August 2022.

APPROVED by the Mayor on the 23rd day of August 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

AGREEMENT REGARDING
SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is entered into this _____ day of _____, 2022, by and between the City of Laurel (hereinafter “the City” or “the City of Laurel”) and the Laurel Public Schools, District 7 & 7-70 (hereinafter “the District” or “the School District”) as follows:

RECITALS

WHEREAS, the District and the City desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District sponsored events and activities;

WHEREAS, Montana law authorizes the District to contract with the City to have municipal law enforcement provide a School Resource Officer (hereinafter “SRO”) and SRO-related law enforcement services; and

WHEREAS, Montana law further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for law enforcement officers who are assigned to perform SRO duties in the District.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Purpose of Agreement:** The purpose of this Agreement is for the City to assign 1) one law enforcement officer and reasonably necessary equipment to the District for the School Resource Officer program for the City of Laurel Middle School and 2) one law enforcement officer and reasonably necessary equipment to the District for the School Resource Officer program for the City of Laurel High School.
- 2. Definitions:** The following definitions apply to this Agreement:
 - a. “Additional services” mean services that a law enforcement officer provides, at the District’s request, outside the regular hours of SRO service that are described in this Agreement. By way of example, but without limitation, the SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
 - b. “Exigent circumstances” mean circumstances under which the courts permit law enforcement officers to execute a warrantless search or seizure; circumstances under which a reasonable law enforcement officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which

urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a law enforcement officer is in hot pursuit of a suspect who is believed to have committed, or to have attempted to commit, a serious crime and is in the process of fleeing.

- c. “School resource officer” or “SRO” means a licensed law enforcement officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
- d. “SRO duties” include, but are not necessarily limited to, the following:
- protecting persons who are present on school property or at a school sponsored event or activity;
 - protecting real and personal property;
 - serving as a role model for students, parents, and community members;
 - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
 - identifying and advising on security vulnerabilities in the District’s schools;
 - being present and visible on school property and surrounding areas;
 - serving as a resource for school officials regarding the prevention and deterring of criminal activity on school property and at school sponsored events and activities;
 - serving as a mentor and resource for students;
 - conducting regular meetings with various student groups that represent a diverse population in efforts to promote positive relationships;
 - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
 - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - as required for exigent circumstances or immediate safety threats (as determined in collaboration with the District), conducting searches of students, student lockers, student backpacks, school property, and student vehicles;
 - recovering lost or stolen property;

- enforcing all criminal laws on school property and at school sponsored events and activities;
 - responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
 - attending trainings provided by the District related to equity, childhood trauma, cultural responsiveness and others as requested by the Superintendent;
 - meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
 - other tasks as assigned by the Laurel Police Department.
- e. “School day” means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not school days.
- f. “School property” means: any property, within the City of Laurel, owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided.
3. **Term:** This Agreement is for a term of one-year beginning on September 1, 2022 and ending on August 31, 2023. This Agreement will automatically renew for a period of twelve calendar months (September 1 to August 31) unless either party provides written notice of termination to the other party on or July 1st.
4. **Termination:** This Agreement may be terminated with or without cause by either party upon thirty (30) days’ prior written notice.
5. **Employment of SRO:**
- a. The SRO shall be an employee of the City of Laurel and shall be subject to the administration, supervision, and control of the City of Laurel.
 - b. The SRO shall be subject to all personnel policies and practices of the City of Laurel, except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - c. The City of Laurel, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.

6. Assignment of SRO:

a. Duty Hours:

- i. SRO duty hours shall be determined by the provisions of the Collective Bargaining Agreement between the City of Laurel and Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.
- ii. It is understood and agreed that time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO, as well as SRO duties involved in school zone enforcement, home visits, and procedural matters involving the Police Department, shall be considered as hours worked under this Agreement.

b. Absences:

- i. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the Principal of the school to which the SRO is assigned.
- ii. If an SRO is absent for more than ten (10) consecutive school days, related to a leave of absence, the City will undertake reasonable efforts to assign another licensed law enforcement officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.

- c. **Vehicle/Equipment/Training:** The City is responsible for providing the SRO with a vehicle and all necessary law enforcement equipment, including any necessary electronic devices. The City is also responsible for providing training and education to all law enforcement officers who are assigned to provide services pursuant to this Agreement.

7. Time and Place of Performance: The City will endeavor to assure that the SRO will be available for duty at the assigned campus each day that school is in session during the regular school year. The District understands that there may be times when the SRO is needed off-campus due to emergency law enforcement activities or court appearances.

8. Relationship of Parties:

- a. The City shall have the status of an Independent Contractor for purposes of this Agreement. The SRO assigned to the District shall be considered the employee of the City and shall be subject to the City's sole and exclusive control and supervision.

- b. The Chief of Police and the Superintendent will evaluate the program throughout the year in order to ensure that the program is meeting expectations. Following the close of the school year, the Chief of Police and the Superintendent will each individually prepare a summary report on the year's operations and provide any recommendations for changes. This report will be reviewed by both the City Council and the School Board, in considering any changes to be made for the upcoming school year.
- c. The SRO will be subject to current policies and procedures in effect for City of Laurel Law Enforcement Officers, including attendance at all mandated training and testing to maintain Officer certification.
- d. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise cause a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

9. **Payment/Costs:**

- a. **Monthly Base Payment:** The District will pay the City the following fees per year, in two equal payments in December 2022 and June 2023, for all SRO services, excluding additional services, which are provided pursuant to this Agreement:

Fifty-Six Thousand Four Hundred Sixty-Seven Dollars and Forty-Nine Cents (\$56,467.49) for SRO No. 1; and

Fifty-Six Thousand Six Hundred Thirty-Six Dollars and Two Cents (\$56,636.02) for SRO No. 2.

This payment is intended to cover a reasonable amount of the cost the City incurs in paying wages, providing benefits, and providing transportation for the SRO assigned to perform SRO duties under this Agreement. The City will invoice the District in December 2022 and June 2023, with each invoice to reflect half of the total two-balances combined, as reflected above.

- b. **Costs:** The City agrees to pay all overtime costs, non-school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances, and costs relating to vehicle and insurance.
- c. **Additional Services:** District administrators and school administrators may request that the City assign one or more law enforcement officers to provide "additional services" as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer's wages for the hours worked while providing additional services, any resulting overtime costs, a prorated portion of the officer's benefits for the hours worked while providing additional services, and the officer's transportation costs directly associated with providing

additional services. The City will submit an itemized invoice to the District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services.

10. **District Responsibilities:** In addition to making the payments described in this Agreement, the District will provide office space for the SRO. At a minimum, the office space will be furnished with a desk, chair, filing space capable of being secured, a computer, and a landline telephone. The SRO may print materials and make photocopies at the school where the SRO is assigned if the materials and photocopies relate to SRO duties.
11. **Prohibited Actions:** In the absence of exigent circumstances, a law enforcement officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, a law enforcement officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.
12. **Execution of Arrest Warrants:** When executing an arrest warrant for a student on school property, a law enforcement officer must make reasonable efforts to protect other students and staff members who are present and to avoid undue embarrassment to the student who is being arrested. This paragraph is not intended to prevent an officer from taking immediate action to arrest a student who is fleeing or who presents an imminent and substantial risk of harm to self, others, or property.
13. **Access to Records.** School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence. If confidential student record information is needed by the SRO, but no emergency situation exists, the information may be released only as allowed by law.
14. **Liability and Indemnification:** Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each

party's liability, if any, is limited by applicable Montana law, and nothing in this Agreement may be deemed to constitute a waiver of those limits.

15. **Notices:** The District must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the City's Chief of Police, Stan Langve, at slangve@laurel.mt.gov or 215 West First Street, Laurel MT 59044. The City must provide all official notices under this Agreement by electronic mail or U.S. Mail addressed to the District's Superintendent at _____ or _____, Laurel MT 59044. Either party may designate a different addressee or address at any time by giving written notice to the other party. Notice that is delivered by mail is effective upon mailing. Notice that is delivered by email is effective upon transmission.
16. **No Unlawful Discrimination:** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.
17. **Waiver and Enforcement:** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.
18. **Equal Drafting:** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
19. **Choice of Law, Forum, and Severability:** This Agreement is governed by the laws of the State of Montana. The parties agree that the Montana state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
20. **Entire Agreement, Changes, and Effect:** This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or

contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CITY OF LAUREL

LAUREL PUBLIC SCHOOLS

City of Laurel Mayor
Date: _____

District Board Chairperson
Date: _____

File Attachments for Item:

20. Resolution No. R22-46: Resolution Amending Resolution No. R21-100 Related To Cherry Hill Subdivision 3rd Filing, An Addition To The City Of Laurel, Montana

RESOLUTION NO. R22-46

RESOLUTION AMENDING RESOLUTION NOS. R21-100 AND R21-101 AND R22-38 RELATED TO CHERRY HILL SUBDIVISION 3RD FILING, AN ADDITION TO THE CITY OF LAUREL, MONTANA

WHEREAS, the Developer (hereinafter “the Petitioner”) of Cherry Hill Subdivision 3rd Filing (known in previous Filings and Resolutions both as “Cherry Hills Subdivision” and “Cherry Hill Subdivision”) (hereinafter referred to as “Cherry Hill Subdivision”) previously submitted a Petition seeking annexation to the City of Laurel with concurrent zone change from Residential Tracts to R-7500 zoning, as provided by the Laurel Municipal Code;

WHEREAS, the Developer also previously requested approval of the Preliminary Plat of Cherry Hill Subdivision 3rd Filing, an Addition to the City of Laurel;

WHEREAS, the Developer also previously requested approval of the Final Plat of Cherry Hill Subdivision 3rd Filing, an Addition to the City of Laurel;

WHEREAS, on September 14, 2021, the City Council of the City of Laurel approved the annexation of Cherry Hill Subdivision, with the requested zone change, pursuant to Resolution No. R21-100, attached hereto as Exhibit A and incorporated by reference herein;

WHEREAS, Resolution No. R21-100 improperly referred to Cherry Hill Subdivision as Cherry Hills Subdivision;

WHEREAS, on September 14, 2021, the City Council of the City of Laurel approved the Preliminary Plat of Cherry Hill Subdivision, subject to certain conditions, pursuant to Resolution No. R21-101, attached hereto as Exhibit B and incorporated by reference herein;

WHEREAS, Resolution No. R21-101 improperly referred to Cherry Hill Subdivision as Cherry Hills Subdivision;

WHEREAS, on June 26, 2022, the City Council of the City of Laurel approved the Final Plat of Cherry Hill Subdivision, pursuant to Resolution No. R22-38, attached hereto as Exhibit C and incorporated by reference herein;

WHEREAS, Resolution No. R22-38 improperly referred to Cherry Hill Subdivision as Cherry Hills Subdivision;

WHEREAS, Resolution Nos. R21-100, R21-101, and R22-38 need to be amended to reflect the correct name of the Subdivision as Cherry Hill Subdivision.

THEREFORE, the City Council of Laurel hereby amends previously-approved and filed Resolution Nos. R21-100, R21-101, and R22-38 to reflect that the proper name of the

Subdivision is “Cherry Hill Subdivision,” not “Cherry Hills Subdivision.” All other terms and conditions of Resolution Nos. R21-100, R21-101, and R22-38 remain in full force and effect.

Introduced at a regular meeting of the City Council on the 23rd day of August 2022 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23rd day of August 2022.

APPROVED by the Mayor on the 23rd day of August 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

21. Ordinance No. 022-03: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building Codes For The City Of Laurel As Required By The State Of Montana

ORDINANCE NO. 022-03

**AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 14 OF THE
LAUREL MUNICIPAL CODE RELATING TO THE ADOPTION AND
ENFORCEMENT OF BUILDING CODES FOR THE CITY OF LAUREL AS
REQUIRED BY THE STATE OF MONTANA**

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

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing Title 14 as noted herein and hereby recommends the same to the City Council for their full approval.

**Chapter 14.16 INTERNATIONAL RESIDENTIAL BUILDING CODE,
2021~~18~~ EDITION**

14.16.010 Adoption.

A. The City of Laurel hereby adopts by reference pursuant to MCA Section 50-60-301 (1)(a), MCA the International Residential Code, 2021~~18~~ Edition, as modified by the Administrative Rules of Montana (ARM) 24.301.154 (1) through (24) with Appendix Q Tiny Houses, as permitted by ARM 24.301.154 (2) (a), and as required to be adopted by the Department of Labor and Industry, Building and Commercial Measurements Bureau.

B. One full printed copy of the Code shall be available in the offices of the City Planning Department.

C. The International Residential Building Code 2021~~18~~ Edition is made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length. It shall be known and designated as the "International Residential Building Code" of the City.

(Ord. 05-15 (part), 2005)

(Admin. Order AO15-01, § 2, 2-24-2015; Ord. No. O20-01, 1-28-2020)

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

Introduced and passed on first reading at a regular meeting of the City Council on the 23rd day of August 2022, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the _____ day of _____, 2022, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the _____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney