



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JULY 01, 2025
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

Executive Review

- 1. Planning:** Resolution - Resolution Of Annexation Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.
- 2. Ambulance:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Emergency Services Mutual Aid Agreement By And Between The City Of Laurel And The Joliet Emergency Services Department, Inc.
- 3. Police:** Resolution - A 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.
- 4. Police -** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.
- 5. Public Works:** Ordinance No. R25-01: An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

- 6.** Employee Recognition July to December 2025.

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

your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

1. Planning: Resolution - Resolution Of Annexation Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.

RESOLUTION NO. R25-_____

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

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

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

WHEREAS, a public hearing was held on October 16, 2021, and no objections to annexation were heard;

WHEREAS, the annexation was approved by the City Council on September 18, 2012;

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

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

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

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

WHEREAS, a Notice of Intent to Annex has been approved by City Council, and proper public notice was provided by the City of Laurel; and

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

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

NOW, THEREFORE, BE IT RESOLVED pursuant to Mont. Code Ann. § 7-2-4404, the City Council of the City of Laurel, Montana, hereby adopts the Resolution of Annexation approving the annexation of the governmental property contiguous to the City of Laurel described in the attached Exhibit and consistent with the previous Resolutions already approved by City Council;

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

BE IT FURTHER RESOLVED, the City Council held a public hearing on the annexation on the 8th day of July, 2025, at 6:30 p.m.;

BE IT FURTHER RESOLVED, as follows:

1. That the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described.
2. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct certified copy of this Resolution and Meeting Minutes with the Yellowstone County Clerk and Recorder.
3. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

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

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of _____, 2025.

APPROVED by the Mayor the ____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

RESOLUTION NO. R25-37

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

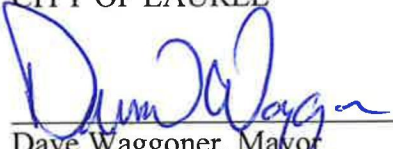
written expressions of approval or disapproval of the proposed alterations of the boundaries of the City. Further the notice shall contain the date and time scheduled for the public hearing on the proposed annexation.

Introduced at a regular meeting of the City Council on the 10th day of June 2025, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 10th day of June 2025.

APPROVED by the Mayor the 10th day of June 2025.



CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:


Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

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



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

Yellowstone County QCD 14.00

QUIT CLAIM DEED

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

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

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

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

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

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

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

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



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

QUIT CLAIM DEED

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

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

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

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

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

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

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

RESOLUTION NO. R12-79

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

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

1-6

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

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

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

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

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

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

1-6

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


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

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

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

APPROVED by the Mayor this 18th day of September, 2012.

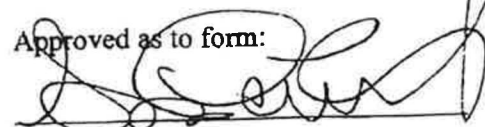
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

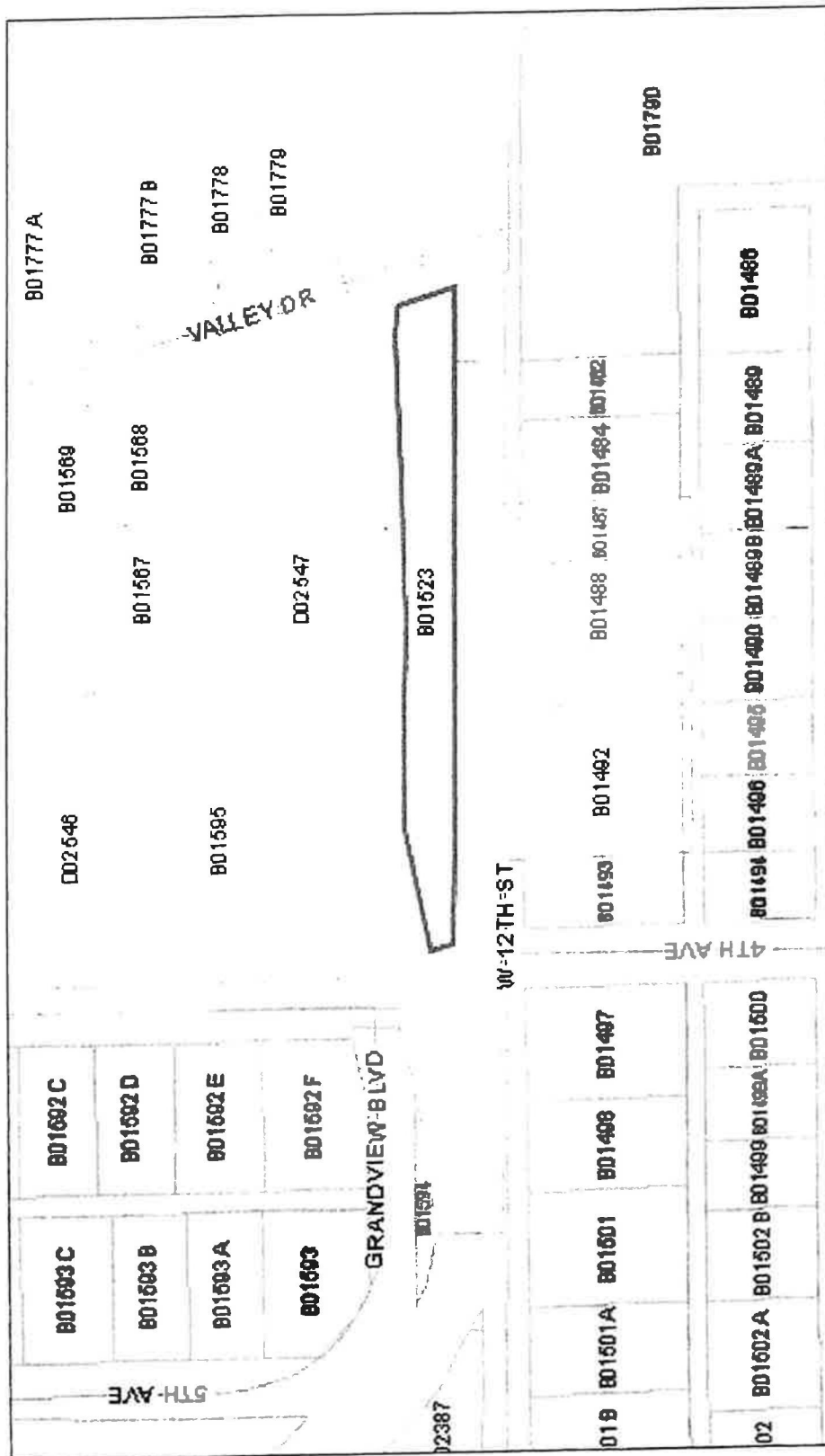
ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter
Civil City Attorney

JAKE AND LOIS BERNHARDT PARKWAY



RESOLUTION NO. R12-90

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

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

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

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

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

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

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

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


2. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.
3. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed and shall be complete.

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

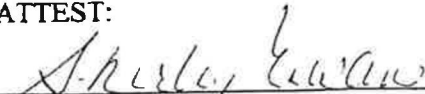
PASSED and APPROVED by the City Council of the City of Laurel this 6th day of November, 2012.

APPROVED by the Mayor this 6th day of November, 2012.

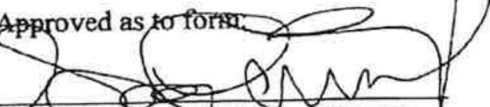
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

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



3628830
Page: 1 of 2
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QUIT CLAIM DEED

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

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

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

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

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

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

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee



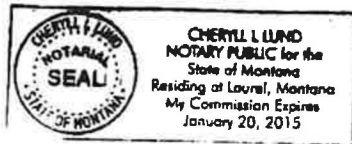
STATE OF MONTANA)
 :SS.
 County of Yellowstone)

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

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

Cheryll L. Lund
 Signature

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



Acknowledgement and Acceptance of Conveyance:

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

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

Attest:

Shirley Ewan
 Shirley Ewan, City Clerk/Treasurer

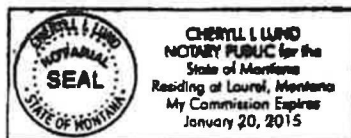
STATE OF MONTANA)
 :
 County of Yellowstone)

On this 10th day of June in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Kenneth E. Olson Jr., as Mayor of the City of Laurel, and Shirley Ewan, as Clerk/Treasurer of the City of Laurel, who signed the foregoing instrument and acknowledged to me that they executed the same in their official capacity.

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

Cheryll L. Lund
 Signature

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



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



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

QUIT CLAIM DEED

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

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

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

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

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

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

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

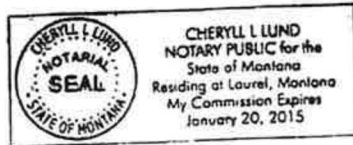


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Page: 2 of 2
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STATE OF MONTANA)
:SS.
County of Yellowstone)

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

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



Cheryl L. Lund
Signature

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

Acknowledgement and Acceptance of Conveyance:

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

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

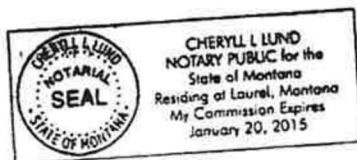
Attest:

Shirley Ewan
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA)
:
County of Yellowstone)

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

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



Cheryl L. Lund
Signature

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

RESOLUTION NO. R12-79

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

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

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

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

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

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

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

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

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

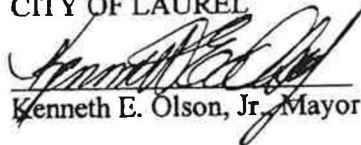
BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on October 16, 2012, at 6:30 p.m.; and

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

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

APPROVED by the Mayor this 18th day of September, 2012.

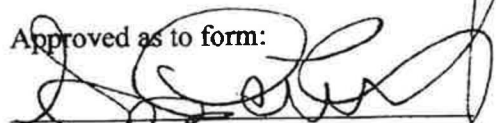
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter
Civil City Attorney

JAKE AND LOIS BERNHARDT PARKWAY



Boundary Line

City Limits

City of Laurel Planning
Department 9/2012

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 Mayor

May 23, 2025

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

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

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

David Waggoner, Mayor

Exhibit "A" Annexation Area is in Red

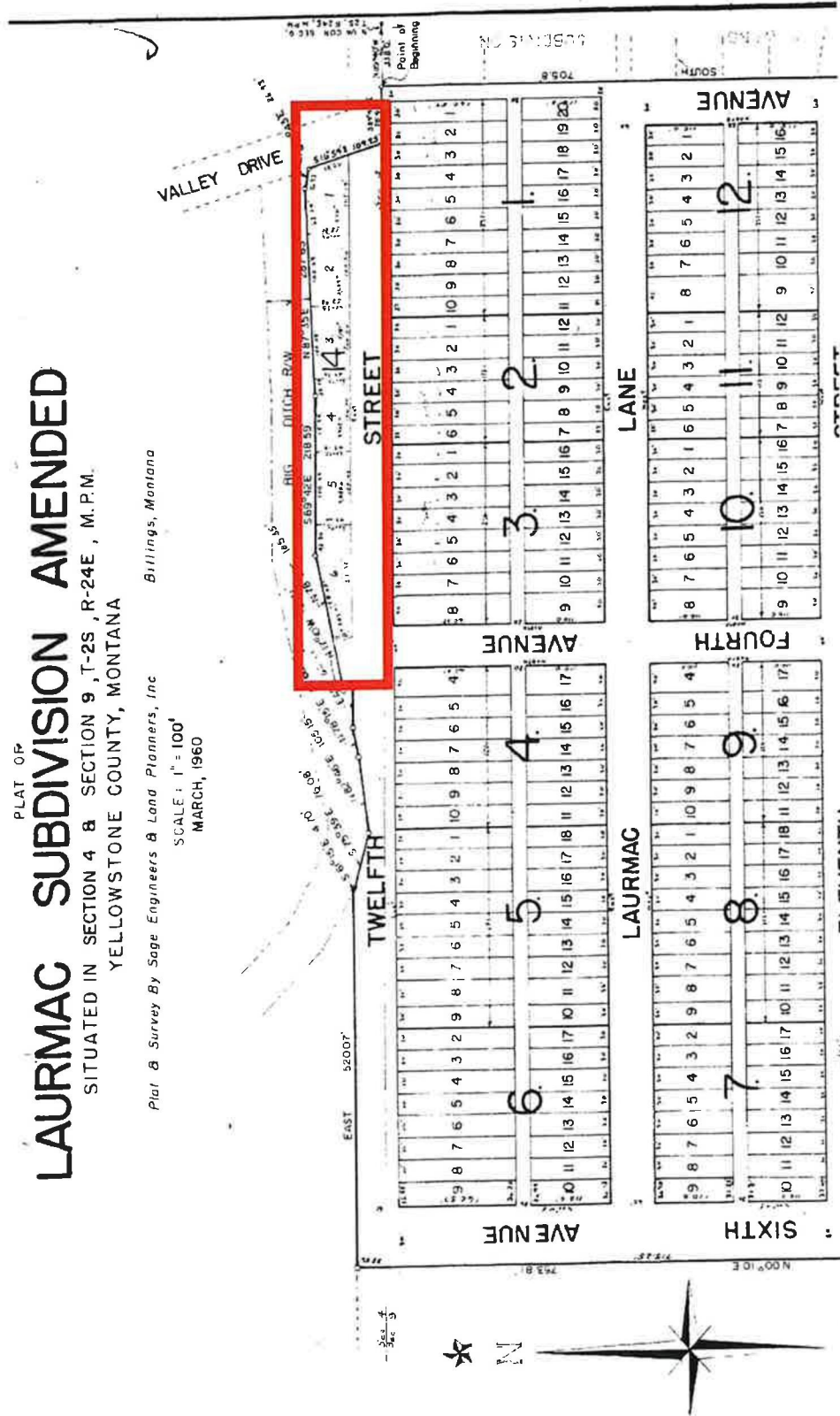
PLAT OF
LAURMAC SUBDIVISION AMENDED
SITUATED IN SECTION 4 & SECTION 9, T-2S, R-24E, M.P.M.
YELLOWSTONE COUNTY, MONTANA

Plat & Survey By Sage Engineers & Land Planners, Inc

Billings, Montana

SCALE: 1" = 100'

MARCH, 1960



RESOLUTION NO. R12-90

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

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

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

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

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

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

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

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

2. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.
3. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed and shall be complete.

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

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

APPROVED by the Mayor this 6th day of November, 2012.

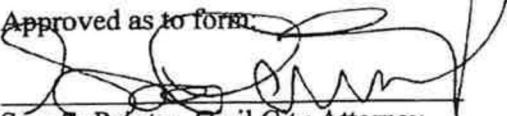
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

File Attachments for Item:

2. Ambulance: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Emergency Services Mutual Aid Agreement By And Between The City Of Laurel And The Joliet Emergency Services Department, Inc.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN EMERGENCY SERVICES MUTUAL AID AGREEMENT BY AND
BETWEEN THE CITY OF LAUREL AND THE JOLIET EMERGENCY SERVICES
DEPARTMENT, INC.**

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

Section 1: Approval. The Emergency Services Mutual Aid Agreement (hereinafter “the Agreement”) by and between the City of Laurel (hereinafter “the City”) and the Joliet Emergency Services Department, Inc., a copy attached hereto and incorporated herein, is hereby approved.

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

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

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2025.

APPROVED by the Mayor the _____ day of June, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

EMERGENCY SERVICES MUTUAL AID AGREEMENT

This Agreement is made and entered into by and between:

The City of Laurel, a Montana City, by and through its Laurel Emergency Services Department (hereinafter “Laurel EMS” or “Department”), at an address of 215 West 1st, Laurel MT 59044; and

Joliet Emergency Services Department, Inc (hereinafter “Joliet EMS” or “Department”), at an address of 322 East Front St, Joliet, MT 59041.

1. Purpose

This Agreement outlines the terms under which one Department will compensate the other when emergency response personnel from one Department provides patient care while riding in the other Department’s ambulance during an emergency medical response. This Agreement becomes effective on the date of signing.

2. Compensation

When emergency response personnel from one Department (the "Assisting Department") provides care and rides in the ambulance of the other Department transporting the patient (the "Receiving Department"), the Receiving Department agrees to pay the Assisting Department a flat rate of Two-Hundred Fifty Dollars (**\$250.00**) **per call**.

3. Invoicing and Payment

- The Assisting Department will submit an invoice to the Receiving Department on a monthly basis.
- Payment shall be made within sixty (**60**) **days** of receipt of the invoice.

4. Term and Termination

This Agreement shall remain in effect until terminated by either party with **30 days written notice**.

5. Miscellaneous

- **Amendment:** This Agreement may be amended only in writing and signed by both parties.
- **Mutual Indemnification:** Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party (the “Indemnified Party”), including its elected officials, officers, employees, agents, and volunteers, from and against any and all claims, damages, liabilities, costs, judgments, settlements, and expenses (including reasonable attorney’s fees) arising out of or in connection with the negligent or wrongful acts or omissions of the Indemnifying Party or its personnel in the performance of this Agreement. This obligation to indemnify does not extend to any claims or liabilities that arise solely

from the negligent or wrongful acts or omissions of the Indemnified Party. Where fault is shared, each Party's obligation to indemnify shall be proportionate to its degree of fault as determined by law. Nothing in this Agreement shall be construed to waive any immunities or defenses available to either Party under the Montana Constitution, Montana Tort Claims Act (§ 2-9-101 et seq., MCA), or other applicable laws. This provision shall survive the termination or expiration of this Agreement.

Signed and Dated this _____ day of _____, 2025.

Mayor of the City of Laurel

President of Joliet Emergency Medical Services

File Attachments for Item:

3. Police: Resolution - A 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. R25-_____

**A 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;

WHEREAS, the City and the Union previously negotiated set wages for all City of Laurel Police Department Officers and related personnel;

WHEREAS, the Union has requested an increase in wages for all City of Laurel Police Department Officers and related personnel, currently-employed and moving forward, and that are subject to the CBA, in order to address hiring and retention needs;

WHEREAS, the City and the Union have negotiated a Memorandum of Understanding (hereinafter “MOU”) between the City and the Union to address the increased compensation for City of Laurel Police Department Officers and related personnel; and

WHEREAS, the City and the Union specifically agree that the MOU is only intended to address the wage increase and does not constitute any further 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 _____ day of _____, 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2025.

APPROVED by the Mayor on the _____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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;

WHEREAS, the City and the Union previously negotiated set wages for all City of Laurel Police Department Officers and Related Personnel;

WHEREAS, the Union has requested an increase in wages for all City of Laurel Police Department Officers and Related Personnel, currently-employed and moving forward, and that are subject to the CBA, as follows:

Grade	Position	Effective 07/01/24 to 6/30/25	Effective 07/01/25 to 6/30/26	Effective 07/01/26 to 6/30/27
1	Animal Control/Parking Attendant	\$21.07/hr.	\$21.91/hr.	\$21.91/hr.
2	Communications Officer I	<u>\$24.41/hr.</u>	<u>\$25.87/hr.</u>	<u>\$25.87/hr.</u>
3	Communications Officer II	\$25.54/hr.	\$27.07/hr.	\$27.07/hr.
4	Communications Officer III	\$26.90/hr.	\$28.51/hr.	\$28.51/hr.
5	Police Officer, Patrolman	\$28.83/hr.	\$29.26/hr.	\$29.26/hr.
6	Police Officer, Senior Patrolman	\$29.97/hr.	\$30.42/hr.	\$30.42/hr.
7	Police Officer, Master Patrolman	\$31.69/hr.	\$32.17/hr.	\$32.17/hr.

WHEREAS, the City and the Union agree to the terms of this Memorandum of Understanding (hereinafter “MOU”) between the City and the Union to address the increased compensation for City of Laurel Police Department Officers and Related Personnel; and

WHEREAS, the City and the Union specifically agree that the MOU is only intended to address the aforementioned wage increase and does not constitute any further amendment of any kind to the CBA or a past or current practice on either the City or the Union's behalf.

NOW THEREFORE, the City and the Union agree to an increase in wages for all City of Laurel Police Department Officers and Related Personnel, currently-employed and moving forward, and that are subject to the CBA, as contemplated herein, in order to address hiring and retention needs; and

THEREFORE, the terms of this MOU are effective as of the date set forth below.

Dated this _____ day of _____, 2025.

CITY OF LAUREL

LOCAL 303

Dave Waggoner, Mayor

Union President

File Attachments for Item:

4. Police - Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Agreement Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Animal Shelter Services.

RESOLUTION NO. R25-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT BETWEEN THE CITY OF LAUREL AND THE
YELLOWSTONE VALLEY ANIMAL SHELTER, FOR THE PROVISION OF
ANIMAL SHELTER SERVICES.**

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

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

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement with the Yellowstone Valley Animal Shelter on behalf of the City of Laurel.

Introduced at a regular meeting of the City Council on the 8th day of July 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 8th day of July 2025.

APPROVED by the Mayor the 8th day of July 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CONTRACT FOR SERVICES

This Agreement is made by and between the City of Laurel, Montana (“City”), and Yellowstone Valley Animal Shelter, Billings, Montana (“Contractor”).

City and Contractor, in consideration of the material covenants set forth in this Agreement, agree as follows:

1. **TERM:** This Agreement is effective as of the date of its execution and will begin on July 1, 2025 and terminate on June 30, 2026. The parties may extend this Agreement, by mutual concurrence, for four (4) additional one-year periods, in writing, prior to termination of each term.
2. **SCOPE OF WORK:** Contractor shall provide the following services:
 - a. **Dog Impounds:** Contractor agrees to admit and accept responsibility for the care and custody of all dogs impounded at the Contractor facility by personnel of the City and within the City boundaries, subject to the limitations set forth in this Agreement. The Contractor agrees to take reasonable care of such dogs in a manner consistent with good standard practices of animal shelters to include, but not be limited to, providing proper food, water and shelter.
 - i. It is understood that City has a facility to keep dogs for a 72-hour hold period. Under the terms of this Agreement, City may bring dogs to Contractor for veterinary treatment for illness or injury during this 72-hour hold period. If Contractor determines that such dogs require any vaccinations or other treatment in order to protect the greater population of animals, the Contractor may administer such treatment.
 - ii. All dogs not reclaimed by an owner within City’s 72-hour hold period shall become the property of the Contractor. Additionally, all dogs brought to Contractor’s facility by the City beyond the City’s 72-hour period shall become the property of the Contractor.
 - iii. Payment of all boarding fees and surgery costs shall initially be the responsibility of the animal owner. If the dog is not reclaimed within 72 hours, Contractor will notify the City and the dog will be placed for adoption and the unpaid boarding fees and surgery costs shall then be borne by the City.
 - iv. Any dog impounded for rabies quarantine will be held 10 days from the time of the bite or whatever time is required by the Yellowstone County Health Department, whichever is longer. The City may authorize an earlier release to the owner. No dog will be released from quarantine without a signed Rabies Quarantine Release Form that is provided by the City.

- v. All dogs impounded pursuant to this section will be held by the Contractor until they are released to Contractor by a signed release from the owner, the owner's legal representative, or by a court of law. The dog may be released to the owner with a release signed by the City. If the owner does not respond within 72 hours, the Contractor assumes ownership of the animal.
 - b. **Limitation:** This Agreement applies only to dogs and no other animals. Contractor will not accept any more than ten (10) dogs from one incident from the City, or any other entity, without prior notification. The City (or other entity) shall reasonably communicate with Contractor when it receives a report of an incident which could result in bringing more than 10 dogs to Contractor. Further, the City shall communicate and coordinate with Contractor regarding non-emergency incidents involving more than 10 dogs. Upon a minimum of six (6) hours' notification, Contractor will make every effort to accept the dogs but may choose not to accept all. The City will be responsible for seeking care for those animals elsewhere.
 - c. **Euthanasia During Impound Period:** The Contractor shall only euthanize a dog during the impound period within 72 hours upon written request by the City, order of a court of law, or if such dog is seriously injured, hopelessly sick or injured beyond any reasonable chance of recovery.
 - d. **Veterinary Care:** In the event a dog is brought to Contractor by an officer or citizen from within the City and logged in as a City impound, appropriate veterinary care will be provided if the situation arises. The Contractor will notify the officer of the veterinary care and the City will reimburse the Contractor for the cost of the veterinary services if not paid by the owner.
3. **PAYMENT:** For the services provided in this Agreement, City shall pay contractor an annual fee of Five-Thousand and no/100 Dollars (\$5,000.00), plus additional fees adjusted based on U.S. Bureau of Labor Statistics Consumer Price Index, West Region figures. Payment shall be made in equal monthly installments after invoicing by Contractor.
4. **OTHER FEES:**
- a. For impounded dogs, Contractor may collect daily boarding/reclaim fees from the owner at the time the dog is reclaimed. The boarding and reclaim fees will be set by Contractor.
 - b. In addition to all other fees allowed by this Agreement, if City brings ten (10) or more dogs into the shelter from any one given situation, City will pay an additional fee of Three Hundred and no/100 Dollars (\$300.00) to Contractor as emergency funding for each group of ten (10) dogs.
 - c. In addition to the foregoing, City will pay Contractor the cost of additional veterinary services requested by the City for any impounded dog authorized by the

City and not paid by the owner. Such services include but are not limited to workups for animal cruelty cases or other veterinary care.

- d. Contractor will bill the City monthly for all fees due under this Agreement, and such fees are due and payable within 30 days of receipt of the bill. Contractor may add finance charges for any bill not paid within 30 days, and City agrees to pay such charges.

- 5. **CITY DUTIES:** City will make every reasonable effort to locate the dog's owner before transporting the dog to Contractor. City will give six (6) hours' notice to Contractor of the surrender or capture of more than 10 dogs. City will not accept owner surrenders in the field. Persons surrendering a dog must make arrangements with Contractor.

6. **RECORDS:**

- a. The City, upon impounding a dog, will provide a written record to the Contractor to include:
 - i. The date and time the dog was impounded;
 - ii. A description of the dog by breed, gender, physical characteristics, collar and/or tags and assigned identification number;
 - iii. Location where the dog was found and reason for impoundment;
 - iv. Name, address, telephone number and location of the dog's owner, if known; and
 - v. Name and badge number of the officer impounding the dog.
- b. Contractor will provide upon request a written record of the disposition of all dogs impounded by the City, to include:
 - i. Disposition, date and time of same;
 - ii. Name, address and phone number of owners reclaiming their dog;
 - iii. Name, current address and telephone number of any citizen turning a dog into the shelter and logged in under the City account;
 - iv. Name of the Contractor representative releasing or euthanizing the dog; and
 - v. A monthly itemized account of all dogs impounded within the City and any additional charges for related services.
- c. Contractor agrees to attempt to verify the identity of the citizen by confirming identification with a photo identification card and making appropriate notations regarding such verification. And, with the individuals' consent, may photocopy that identification for use by the City.

- 7. **INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties. Contractor shall comply with the applicable requirements

of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all employees of Contractor's organization, except for those who are exempted by law. Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

8. **INDEMNITY:** The Contractor shall defend, indemnify and hold harmless City from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's negligence and for which City's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that City is liable for any damages by reason of a non-delegable duty.

The City shall defend, indemnify and hold harmless Contractor from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of City's negligence and for which Contractor's sole basis of liability is vicarious liability for the acts or omissions of City. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Contractor, is liable for any damages by reason of a non-delegable duty.

9. **INSURANCE:** Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming City as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractor's negligence while performing any work or service and for which the City's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance the City of Laurel as additional insured. In addition, Contractor will furnish to City a copy of the policy endorsement, CG 32 87 05 10, indicating that the City of Laurel is named as an additional insured under the Contractor's insurance policy. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor are Contractor's workers, employees of City. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

10. **COMPLIANCE WITH LAWS:** Contractor agrees to operate the shelter in accordance with local, state and federal laws, ordinances, rules, and regulations, and national standards, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section Mont. Code Ann. § 49-3-207, Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract. City agrees to comply with all local, state and federal laws, ordinances, rules and regulations.
11. **LIAISON:** City's designated liaison with Contractor is Jarred Anglin, and Contractor's designated liaison with City is Triniti Halverson, Yellowstone Valley Animal Shelter Executive Director.
12. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Subject to Section 14 of this Agreement, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

Either party may terminate this Agreement by providing the other with a written notice of intent to terminate at least ninety (90) days in advance of the termination date. Said notice shall be in writing and delivered to the other party.
13. **NON-WAIVER:** A waiver by either party, any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.
14. **DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to

resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this Agreement.

15. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the Montana Thirteenth Judicial District Court, Yellowstone County.
16. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.
17. **BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
18. **NO ASSIGNMENT:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without written consent of the other.
19. **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
20. **HEADINGS:** The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
21. **SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
22. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the City or Contractor demonstrating both parties' compliance with the requirements of this Agreement.
23. **COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.
24. **INTEGRATION:** The Contract Documents, which comprise the entire agreement between City and Contractor, consist of the following:
 - This Agreement;
 - Contractor's proposal; and
 - Contractor's current Certificate of Insurance and Workers Compensation coverage.

All communications, either verbal or written, made prior to the date of this Agreement are withdrawn unless specifically made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective the first day of the term set forth herein.

CITY OF LAUREL, MONTANA

YELLOWSTONE VALLEY ANIMAL SHELTER

MAYOR

TRINITI HALVERSON, Executive Director

File Attachments for Item:

5. Public Works: Ordinance No. R25-01: An Ordinance Amending Chapter 12.28 (Park Rules And Regulations) And Repealing Chapter 12.32 (Trees And Boulevards) Of The Laurel Municipal Code.

ORDINANCE NO. 025-01

**AN ORDINANCE AMENDING CHAPTER 12.28 (PARK RULES AND REGULATIONS)
AND REPEALING CHAPTER 12.32 (TREES AND BOULEVARDS) OF THE LAUREL
MUNICIPAL CODE.**

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;

WHEREAS, City Staff prepared, reviewed, and approved the amendments to the existing LMC Chapter 12.28 (Park Rules and Regulations) as noted in the attached and hereby recommends the same to the City Council for their full approval; and

WHEREAS, since LMC Chapter 12.32 (Trees and Boulevards) is recommended to be combined with LMC Chapter 12.28 (Park Rules and Regulations), City Staff approves repealing of LMC Chapter 12.32 (Trees and Boulevards) in its entirety and hereby recommends the same to the City Council for their full approval.

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor. This Ordinance shall result in amendments to the existing LMC Chapter 12.28 (Park Rules and Regulations) and repealing of LMC Chapter 12.32 (Trees and Boulevards).

Introduced and passed on first reading at a regular meeting of the City Council on the 8th day of July 2025, upon Motion by Council Member Wilke.

PASSED and ADOPTED by the Laurel City Council on second reading on the 22nd day of July 2025, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the 22nd day of July 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Chapter 12.28 PARK RULES AND REGULATIONS AND TREES AND BOULEVARDS*

Sections:

12.28.010 Creation and establishment of a ~~city~~City park boardPark and Tree Board.

There is created and established an advisory board to the ~~city~~City councilCouncil that shall be known as the ~~park board~~Park and Tree Board for the ~~city~~City of Laurel ("Board") which shall consist of ~~seven~~five to nine members who ~~shall constitute three sitting members of the city council and four members at large who~~ must reside in the ~~city~~City or who must live within two miles thereof. ~~These members shall consist of at least three sitting members of the City Council and the remainder of members at large.~~ The ~~mayor~~Mayor shall appoint all members with approval of the ~~council~~Council. The members shall come from diverse interest groups including, but not limited to, school teachers, club members, homeowners, business owners, park or tree professionals and/or representatives from the ~~city~~City government.

(Ord. 06-08 (part), 2006)

12.28.020 Term of office.

The term of office for the members shall be four years. ~~_except that the term of three of the members appointed to the first board shall be for two years and the term of four members of the first board shall be for four years.~~ In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the respective term.

(Ord. 06-08 (part), 2006)

12.28.030 Compensation.

Members of the board shall serve without compensation.

(Ord. 06-08 (part), 2006)

12.28.040 Operation.

The ~~B~~board shall select its own officers (if any), make its own operational rules and regulations to govern its meetings, schedule its own meetings¹ dates and times for the convenience of its members and shall keep a record of its proceedings. All meeting dates and times shall be posted at ~~City~~City Hall. A majority of the members shall be a quorum for the transaction of business.

(Ord. 06-08 (part), 2006)

12.28.050 ~~Park board~~Park and Tree Board authority.

A. The ~~park board~~Park and Tree Board of the ~~city~~City shall have the authority and discretion to:

1. Promulgate and develop proposed ordinances, rules and/or regulations that govern the general use of all ~~cityCity~~ parks with consideration of public input for presentation to the ~~cityCity council~~Council for consideration and adoption by the ~~cityCity council~~Council;
 2. Establish a proposed permit system to provide for an advanced reservation system for the exclusive use of a ~~cityCity~~ park or ~~cityCity~~ park improvement by a person or group to be administered by ~~cityCity~~ staff upon approval by the ~~cityCity council~~Council;
 3. Prepare and adopt proposed rules or regulations governing or limiting the possession or use of alcoholic beverages in ~~cityCity~~ parks by any person or group of people, including establishment of a proposed permit and registration procedure for the possession or use of alcoholic beverages by any group of people to be administered and enforced by ~~cityCity~~ staff and/or the ~~cityCity~~ police when applicable upon approval by the ~~cityCity council~~Council;
 4. Negotiate terms for lease agreements for ~~cityCity~~ parks or other ~~cityCity~~ park related improvements with current or new users, groups or clubs on the ~~cityCity council~~Council's behalf. When completed, the ~~park board~~Park and Tree Board shall present each negotiated proposed lease agreement to the ~~cityCity council~~Council for approval and adoption by resolution of the ~~cityCity council~~Council;
 5. Assist with the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public areas; and
 6. When requested by the City Council, consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.-
- B. All park ordinances, rules, and regulations promulgated by the ~~park board~~Park and Tree Board shall be adopted by the ~~cityCity council~~Council upon recommendation by the ~~park board~~Park and Tree Board pursuant to this section. All rules, regulations, and/or ordinances adopted hereunder shall be posted in a public place at each park affected thereby or be available at the office of the ~~cityCity Clerk-Treasurer~~. The Park and Tree Board may conduct tree inventory analysis within its discretion.

(Ord. 06-08 (part), 2006)

12.28.060 Park hours.

- A. Except as otherwise provided herein, all ~~cityCity~~ parks shall be closed from ten p.m. until six a.m. each night.
- B. No person shall remain in or upon any ~~cityCity~~ park during closed hours.
- C. This section shall not apply to ~~the~~ overnight camping areas designated ~~in Riverside Park by the City.~~
- D. The children's playground equipment commonly known as "Kids Kingdom" at Kiwanis Park shall close at ten p.m. and reopen at six a.m.
- E. Any person violating the terms of this section shall, upon conviction, be punished as set forth in Section 12.28.100 of this code.
- F. Applicants may seek an exemption to this section when applying for an event permit at ~~cityCity Hall~~.

(Ord. 06-08 (part), 2006)

(Ord. No. 019-03, 12-10-19)

12.28.065 Fees and charges.

The ~~city~~City Council shall establish reasonable fees and/or charges for the use of the pool, parks and/or recreation areas and facilities owned by the ~~city~~City by annual resolution after a public hearing.
(Ord. 07-06 (part), 2007; Ord. 06-04 (part), 2006)

12.28.070 Use of tennis courts restricted.

- A. ~~City~~City tennis courts shall be used only for the practice and playing of tennis. All other activities are prohibited on all ~~city~~City tennis courts. No person shall use or occupy any ~~city~~City tennis court or any part thereof for any purpose other than the playing or practicing of tennis.
- B. Any person violating the terms of this section shall, upon conviction, be punished by a fine not exceeding one hundred dollars.

(Ord. 06-08 (part), 2006)

12.28.080 Use of ~~South Pond~~Laurel Lion's Family restricted.

- A. The following activities are prohibited at South Pond at all times:
 1. Swimming, ~~except for approved scuba diving and skin diving as set forth in this section; and~~
 2. Motorized or power boating of any kind.
- ~~B. Scuba diving and skin diving shall be permitted at South Pond by advance permit only, subject to the following restrictions:~~
 - ~~1. Any person, prior to skin or scuba diving in South Pond, shall first obtain from the city a permit;~~
 - ~~2. Permits granted hereunder are given pursuant to Montana Code Annotated § 70-16-302(1). The city shall not collect any fee for issuing a permit hereunder. The city shall not be liable for any accidents or injury to persons or property derived from skin or scuba diving or related activities. Every applicant must sign release and waiver of liability before receiving a permit hereunder;~~
 - ~~3. The city shall not issue a permit unless the applicant first displays to the city a current certification of diving qualification issued by a recognized diving training school affiliated with one of the below listed organizations. Student applicants must be accompanied by a certified instructor at all times and are subject to all other requirements of this section. The following organizations are recognized by the city as proper certifying authorities:~~
 - ~~a. N.A.U.I. National Association of Underwater Instructors;~~
 - ~~b. P.A.D.I. Professional Association of Diving Instructors;~~
 - ~~c. Y.M.C.A. Young Men's Christian Association;~~
 - ~~d. N.A.S.D.S. National Association of Skin Diving Schools;~~
 - ~~e. P.S.I.C. Professional Divers Instructional College;~~
 - ~~4. All permittees shall be subject to all federal and state laws, rules and regulations pertaining to scuba diving and skin diving;~~
 - ~~5. Any permit issued hereunder may be revoked at any time by city police officers, with or without cause. Divers shall immediately leave the pond upon demand of any police officer.~~

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(Supp. No. 22)

BC. Any person who violates any of the terms or provisions of this section shall, upon conviction therefore, be punished in accordance with the provisions of Section 1.36.010 of this code.

(Ord. 06-08 (part), 2006)

12.28.090 Use of motor vehicles restricted.*

- A. No person shall drive or otherwise operate any motor vehicle in any ~~city~~City park except in or upon ~~gravelled~~graveled or paved parking areas.
- B. This chapter shall not apply to ~~city~~City vehicles in the regular operation and conduct of ~~city~~City business or to construction or maintenance vehicles belonging to any contractor performing any work for the ~~city~~City in any ~~city~~City park.
- C. Users of Riverside Park, however, may operate vehicles only upon designated, defined roadways therein.
- D. Any violation of this chapter shall, upon conviction thereof, be punishable as provided in Section 1.36.010 of this code.

(Ord. 06-08 (part), 2006)

* There were two sections numbered 16.02.020 added to the Laurel prior code.

12.28.100 Violation—Penalty.

- ~~A. Any person violating any provision of this chapter for which another penalty has not been specifically provided shall, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.~~
- ~~B. Any person violating any ordinance, rule or regulation adopted by the park committee pursuant to this chapter shall, upon conviction thereof, be punished by a fine not to be less than fifty dollars nor more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.~~

~~(Ord. 06-08 (part), 2006)~~

12.28.100 Tree species to be planted.

The City Park and Tree Board shall develop and maintain a list of desirable trees for planting along streets in three size classes, based on mature height: small (under twenty feet), medium (twenty to forty feet) and large (over forty feet). Efforts shall be made to ensure a sufficient diversity of tree species. Lists of prohibited trees or trees not suitable for planting will also be developed and maintained by the Board.

(Ord. 05-1 (part), 2005)

12.28.110 Spacing.

The spacing of street trees will be in accordance with the three size classes listed in Section 12.28.100 of this chapter, and no trees may be planted closer together than the following: small trees, fifteen feet; medium trees, twenty-five feet; and large trees, thirty-five feet; except in special plantings designed or approved by a landscape architect.

(Ord. 05-1 (part), 2005)

12.28.120 Distance from curb and sidewalk.

The distance trees may be planted from curbs or curb lines and sidewalks will be in accordance with the three size classes listed in Section 12.28.100 of this chapter, and no tree may be planted closer to any curb or sidewalk than the following: small trees, two feet; medium and large trees, three feet.

(Ord. 05-1 (part), 2005)

12.28.130 Distance from street corners and fireplugs.

No street tree shall be planted within thirty-five feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No street tree shall be planted within ten feet of any fireplug.

(Ord. 05-1 (part), 2005)

12.28.140 Utilities.

No street trees other than those species accepted as small trees by the City Park and Tree Board may be planted under, or within ten feet of any overhead utility wire.

(Ord. 05-1 (part), 2005)

12.28.150 Public tree care.

The City shall have the right to plant, prune, maintain, and remove trees, plants, and shrubs within the lines of all streets, alleys, avenues, lanes, squares, and public grounds as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

The City may remove or cause to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect, or other pest. This section does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of said trees is in accordance with Sections 12.28.100 and 12.28.110 of this chapter.

(Ord. 05-1 (part), 2005)

12.28.160 Pruning standards.

All tree pruning on public property shall conform to the ANSI A300 standards for tree care operations.

(Ord. 05-1 (part), 2005)

12.28.170 Tree topping.

It shall be unlawful as a normal practice for any person, firm, or City department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Crown reduction by a qualified arborist may be substituted, where appropriate. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this chapter at the determination of the City Park and Tree Board. The City

Park and Tree Board retains discretion to determine appropriate tree topping, and the Board is granted authority to seek the City's intervention to impose penalties for unlawful tree topping.

(Ord. 05-1 (part), 2005)

12.28.180 Pruning and corner clearance.

Every owner of any tree overhanging any street or right-of-way within the City shall prune the branches so that such branches shall not severely obstruct the light from any street lamp or obstruct the view of any street intersection, and so that there shall be a clear space of thirteen feet above street surface or eight feet above the sidewalk surface. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs, which constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign or sight triangle at intersections.

Tree limbs that grow near high voltage electrical conductors shall be maintained clear of such conductors by the electric utility company in compliance with any applicable franchise agreements.

(Ord. 05-1 (part), 2005)

12.28.190 Dead or diseased tree removal on private property.

The City shall have the right to cause the removal of any dead or diseased trees on private property within the City, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the City. The City will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty days after the date of service of notice. In the event of failure of owners to comply with such provisions, the City shall have the authority to remove such trees and charge the cost of removal on the owner's property tax notice.

(Ord. 05-1 (part), 2005)

12.28.200 Protection of trees.

In order to maintain the overall forest, reasonable efforts shall be made to replace trees that are removed and to protect quality trees that are endangered.

Trees of desirable species and good health shall be protected as much as possible from damage during construction, sidewalk repair, utilities work above and below ground, and other similar activities. The zone of protection shall include the ground beneath the canopy of the tree.

(Ord. 05-1 (part), 2005)

12.28.210 Interference with the City Park and Tree Board.

It shall be unlawful for any person to prevent, delay or interfere with the City of Laurel, its City Park and Tree Board, or any of its agents while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees, as authorized by this chapter.

(Ord. 05-1 (part), 2005)

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12.28.220 Authority of adjoining property owner to plant or care for trees on boulevard or parkways.

Permission is given to the owners of real estate to improve their premises by planting trees and properly caring for trees in the boulevards adjoining their property consistent with the terms of this Section. Such trees shall in no case interfere with the full use of the streets for public purposes, and no person shall plant any tree within the limits of any parkway, street, or alley in the City without having first obtained a written permit from the City.

It shall be the duty of any property owner to make request in writing to the City, stating the variety and precise location of each tree proposed to be planted. The permit shall specify location and variety of each tree.

(Ord. 05-1 (part), 2005)

12.28.230 Removal, cutting and injury.

No person shall remove, destroy, cut, deface or in any way injure or interfere with any street or park tree without a permit from the City.

(Ord. 05-1 (part), 2005)

12.28.240 Interference with trees by house mover, permit required.

It shall be unlawful for any person to move any building along any street, avenue or alley in the City, in such a way as to interfere with or injure any tree or shrub in any street, avenue, alley or public place, including parks and parkways, without a written permit obtained from the City Park and Tree Board. The application for such permit, and the permit issued, shall specify the particular building and the particular route to be followed.

(Ord. 05-1 (part), 2005)

12.28.250 Procedure for temporary removal.

All moving of trees and shrubs made necessary by moving of buildings or any other purpose shall be done under supervision of the City, at the expense of the owners of the buildings, or the party requesting the same. Should such moving cause the death of the tree, the owner of the buildings or the party requesting the temporary removal, at his own expense, shall replace the same under the supervision of the City.

(Ord. 05-1 (part), 2005)

12.28.260 Insects and diseases—Declared nuisance.

All insect pests and diseases known to be injurious to fruit, shade, and ornamental trees and shrubs, and all trees, shrubs and vegetable growth infested or infected therewith constitute a menace, and are hereby declared to be a common nuisance.

(Ord. 05-1 (part), 2005)

12.28.270 Spraying.

Every person who is owner or in possession or control or management of any lot, block or parcel of land upon which there are any fruit, shade or ornamental trees or shrubs which are infested or infected with any insect pests or diseases known to be injurious to such fruit, shade or ornamental trees or shrubs, shall, within three days, upon written notice of the City, spray or cause the same to be sprayed in such manner and with some insecticide designated by the City. Any person failing to comply with any such notice shall be deemed guilty of maintaining a nuisance.

(Ord. 05-1 (part), 2005)

12.28.280 Review by the City Council.

The City Council shall have the right to review the conduct, acts, and decisions of the City Park and Tree Board.

(Ord. 05-1 (part), 2005)

12.28.290 Violation—Penalty.

- A. Any person violating any provision of this chapter for which another penalty has not been specifically provided shall, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.
- B. Any person violating any ordinance, rule, or regulation pursuant to this chapter shall, upon conviction thereof, be punished by a fine not to be less than fifty dollars nor more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.

(Ord. 05-1 (part), 2005)

File Attachments for Item:

6. Employee Recognition July to December 2025.

Employee/Volunteer Recognition 2025 (July to December)

Name	Years of Service	Department
Nancy Schmidt	30 years	Library
Susan Canape	30 years	Police
N.P. Nuernberger	23 years	WTP
Jessica McCartney	18 years	Police
Kevin Budget	18 years	City Shop
Matt Wheeler	16 years	Public Works
Mike Furman Jr.	16 years	Library
Jeremiah Johnson	14 years	Police
Justin Baker	13 years	City Shop
Fred Lyons	12 years	Library
Dylan Ceaser	12 years	WTP
Jay Hatton	12 years	City Shop
Thomas Henry	11 years	WWTP
Norm Stamper	9 years	City Shop
Kevin Hoffman	9 years	City Shop
Joshua Sawyer	9 years	WTP
Corey Nicholson	9 years	WWTP
Keith Guy	9 years	City Shop
Brittney Harakal	8 years	City Clerk
Amber Hatton	8 years	City Clerk
Steven Baumgartner	7 years	Police
Jackson Booth	7 years	Police
Julie Hust	6 years	Police
Brandon Gonzalez	6 years	City Shop
Lyndy Gurchiek	5 years	Ambulance
Eli Ritterpusch	4 years	Library
Samuel Waggoner	4 years	City Shop
Joel Barnhart	3 years	City Shop
Jill Folts	3 years	Court
Mariel Riley	3 years	Ambulance
Gabriel Seibert	3 years	Police
Troy Charbonneau	3 years	Ambulance
Thomas Worbai	3 years	WTP
Jason Gonzales	3 years	Building
Joel Sauter	3 years	Parking & Barking
Daniel Waggoner	3 years	WTP
Ryland Ratcliff	2 years	Police
Nathaniel LaFrombois	2 years	Police

Employee/Volunteer Recognition 2025 (July to December)

Name	Years of Service	Department
John Herr	18 years	Fire
JW Hopper	18 years	Fire
KC Bieber	13 years	Fire
Michael Jenkins	12 years	Fire
John Bartram	5 years	Fire
Lance Dollarhide	5 years	Ambulance
Travis Barchenger	4 years	Fire
Jacob Vannoy	4 years	Fire
Eric Barbeau	4 years	Ambulance
Sara Naylor	3 years	Fire
Bridger Fournier	3 years	Ambulance
Riley McIlvain	2 years	Fire
Mykal Kuchera	2 years	Fire
Halle Prom	1 year	Fire
Zachary Crone	1 year	Fire
Matthew Vanderpool	1 year	Fire
Dylan Scott	1 year	Fire
Kyle Scott	1 year	Fire
Landon Gradwohl	1 year	Fire
Jonathan Herr	1 year	Fire
Elias Hawkins	1 year	Ambulance
Cooper Koffler	1 year	Ambulance