



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JULY 06, 2021
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

Executive Review

1. Resolution - A Resolution Of The City Council Selecting Midwest Fire As The Successful Bidder For The City's Purchase Of A Brush Truck.
2. Resolution - A Resolution Of The City Council Authorizing The Award Of Grants From The Tax Increment Financing District Funds Pursuant To The Lura Large Grant Request Program For Eligible Applicants And Improvements.
3. Resolution - Resolution Approving The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel.
4. Resolution - Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.
5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Rossman Masonry LLC For Repairs To City Hall.
6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Ace Electric, Inc. For Electrical Work At The City's Sewer Plant.
7. Resolution - A Resolution Of The City Council Selecting COP Construction, LLLC as The Successful Bidder For The City's Purchase Of A Screw Pump For The City's Waste Water Treatment Plant.
8. Resolution - A Resolution Of The City Council Selecting Osseo Construction Co., LLC As The Successful Bidder For The City's Water Tank Recoat Project.

Council Issues

9. Cable Depth Discussion
10. Discussion concerning Community Decay
11. Infrastructure Funds and Appropriations
12. CARES Funds Appropriations
13. Qualifications for Elected Office

Other Items

Review of Draft Council Agendas

14. Draft Council Agenda for July 13, 2021.

Attendance at Upcoming Council Meeting

Announcements

15. Employee Recognition

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

DATES TO REMEMBER

File Attachments for Item:

1. Resolution - A Resolution Of The City Council Selecting Midwest Fire As The Successful Bidder For The City's Purchase Of A Brush Truck.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL SELECTING MIDWEST FIRE AS THE
SUCCESSFUL BIDDER FOR THE CITY'S PURCHASE OF A BRUSH TRUCK.**

WHEREAS, the City of Laurel planned to purchase new equipment, specifically a Brush Truck, which was publicly advertised for competitive bids from interested and qualified bidders; and

WHEREAS, City Staff reviewed and considered the bids received and recommends the City Council award the bid to the qualified and responsive bid that appears to be in the City's best interest; and

WHEREAS, Midwest Fire submitted a bid of \$190,586.00 for a Brush Truck that meets the City's specifications. City Staff determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the bid to Midwest Fire for its bid price of \$190,586.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution for the purchase.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2021

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



LAUREL FIRE

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

Laurel City Council
Re: Type 5 Wildland (brush) Truck

June 25, 2021

Laurel City Council,

A Sealed Open Bid Process was completed on June 25, 2021, at 9:00 a.m. in the City Hall conference room. Those that were present was Council Secretary Brittney Moorman, City Clerk/ Treasurer Bethany Langve, and Fire Chief Brent Peters.

The bid advertisement was posted on the City of Laurel website and in the Yellowstone County News newspaper beginning Friday June 11, 2021, and again June 18th, 2021. Sealed Open Bids deadline was June 25, 2021, at 9:00 a.m.

The major specifications are for a new Type 5 wildland truck.

- Ford F-550 super cab 4x4 with a 7.3-liter gas engine; red in color.
- 500-gallon water tank with injected foam capabilities; 18- 24 hp pump; hose reels and bumper turret.
- LED 360-degree emergency lighting.
- Storage for tools, supplies and equipment.

During the sealed bid opening one bid was presented. The bid received was from Midwest Fire in Luverne, Minnesota. The build price is for the amount of \$190,586.00. This bid met and exceeded all the requirements in the advertised bid documents.

It is my request and recommendation that we proceed awarding Midwest Fire the contract to build the Type 5 Wildland truck according to the specifications presented in the bid for the City of Laurel and the Laurel Volunteer Fire Department. This truck will replace a 1987 Ford 1 ton Brush Truck and will be a great addition to fire operations not only in the City of Laurel but the surrounding contracted district.

Thank you for your time and consideration.

Brent S. Peters
Fire Chief, Laurel Fire Department

WHEN THE BATTLE RAGES, TRUST MIDWEST FIRE.



Midwest Fire strives to deliver high-quality trucks, exceptional customer service, and great relationships with their customers.

Since 1987, Midwest Fire in Luverne, Minnesota has worked alongside firefighters, designing and manufacturing products that save lives and protect vast amounts of property.



“We had other choices, but chose Midwest Fire for several reasons. It was a no-brainer for us to go with Service, Quality, and Price.”

Captain, Chad Cole,
Zionville Volunteer Fire Dept.

Our customers often have unique requests specific to their firefighting needs. Midwest Fire is known for customized solutions. We build to the highest level of quality and craftsmanship. We believe each truck that leaves our facility carries along with it, our reputation. But our mission doesn't end there – we also provide efficient and reliable service after the sale. To learn more, call 1.800.344.2059.

SALES TEAM

Brett Jensen
brett@midwestfire.com
VP General Manager

Jeff Bowen
jeff@midwestfire.com
Account Representative

Joseph Juhl
joseph@midwestfire.com
Account Representative

Newt Johnson
newt@midwestfire.com
Account Representative

Joe Hlushak
joe@midwestfire.com
Project Manager

LEADERSHIP

Sarah Atchison
sarah@midwestfire.com
President & CEO



NGACBuy
THE SMART PURCHASING SOLUTION

MidwestFire.com 1.800.344.20



“CREATE-A-SPEC” lets you design your own CUSTOM FIRE TRUCK

Found on our website, Create-A-Spec allows you to customize your firefighting vehicle to fit your needs.

Start with our exclusive All-Poly® tank and body. Made from high quality, ¾" copolymer polypropylene and more impact resistant than steel or aluminum, our All-Poly® tanks and bodies are constructed with leak-proof extrusion welds that are guaranteed never to rust or corrode.

Capable of holding up to 4,000 gallons and built with a low center of gravity means that you will deliver large amounts of water safely and efficiently. Better yet, All-Poly® tanks and bodies **come with a lifetime warranty**. Midwest Fire also builds Galvanneal, Stainless Steel and Aluminum bodies that come with a 10-year body warranty.

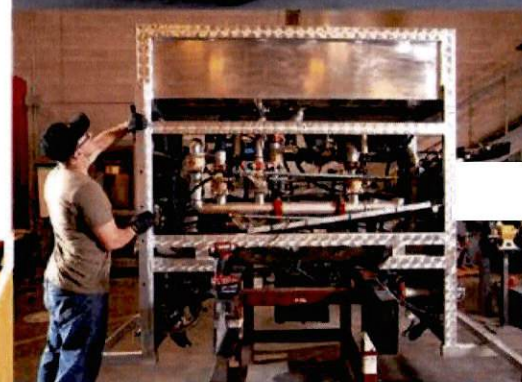


Overview

- Proud Legacy of working with firefighters and EMS
- A contractor with HGACBuy
- Reliable service and competitive warranties for each truck
- 33,000 square foot facility that includes fabrication, assembly, paint and repair
- Highest Level of quality and craftsmanship made in the USA

Key Strengths

- We work directly with customers to keep costs down
- We communicate well throughout the entire sales and manufacturing process
- We specialize in customizing your apparatus to fit your firefighting needs
- All-Poly® tanker-pumpers in stock and ready for delivery



FEATURED UNITS – Visit MidwestFire.com for a complete inventory.

All-Poly® Series Quick Attack



Midwest Fire Brush Truck



All-Poly® Series 2000/3000



All-Poly® Series Pumper





MIDWEST FIRE



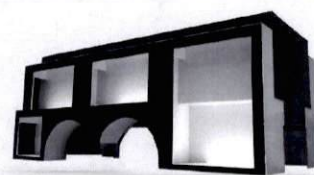
WHAT IS ALL-POLY®?

The entire tank and body is fabricated from a non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material, or poly for short.

High Quality Construction: *Welded as one complete structure, the tank and body have all-exterior tank joints and the seams are extrusion welded. All welds conform to DVS and AWS standards. All joints, seams, and welds are tested for integrity and are certified to be free from defects.*

BENEFITS OF ALL-POLY®

- **Rust-Proof & Corrosion-Proof**
 - The Poly body material eliminates the need for undercoating and lockers do not require a protective spray-in liner
 - The Poly body material is non-corrosive and is frequently used for storing acids in other applications
- **T-style Tanks**
 - Lower center of gravity, safer handling
- **Durability & Strength**
 - Bodies are impact-absorbing, lessens damage caused by accidents and collisions which reduces out-of-service time and protects personnel
 - Material thickness provides a tough puncture proof exterior
 - Thicknesses range from 1/2" - 3/4" thick sides, top, and rear walls, 3/8" - 1/2" thick internal baffling
- **Full Customization:** All-Poly® bodies can be designed for any application
- **The Poly Tanks** are nonconductive and are resistant to electrolysis
- **The Poly Body** material eliminates possibilities of dissimilar metal contact caused by galvanic reaction



T-Style ALL-POLY® Tank & Body

Thickest body wall in the industry
(3/4 compared to our competitors 1/2)

Materially Unbreakable

Up to 4,000 Gallons



Aside from its rust-proof, corrosion-proof, and lightweight design... What truly sets the All-Poly® Series bodies apart are their **LIFETIME** transferable tank and body warranty.

** Visit Our Deliveries Page Online to See More Trucks!*

MidwestFire.com • 1.800.344.2059
901 Commerce Road • P.O. Box 524 • Luverne, MN 56156


MIDWEST FIRE



901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

June 25th, 2021

City of Laurel Fire Department
215 W. 1st Street
Laurel, MT 59044

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: _____ (“Customer”) and an officer of Midwest Fire Equipment & Repair Co. (“Midwest Fire”) the following apparatus and equipment:

One (1) 500 Gallon Aluminum Flat Bed Brush Truck and New Ford F-550 Super Cab Gas 4x4 Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 260 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control.

Apparatus Proposal Price	\$	137,919
Chassis Proposal Price	\$	52,667
Apparatus & Chassis Proposal Price	\$	190,586
Total Proposal Price:	\$	190,586.00

FIGHT FIRE *WITH* FIRE – MIDWEST FIRE

Customer shall be responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Terms:

A deposit in the amount of: \$5,267 (10% of the value of the Chassis) shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

The balance of the value of the chassis: \$47,400 shall be paid within 10 business days of Midwest Fire receiving formal notification that chassis is complete from the OEM.

Customer shall be responsible for paying the net cash balance upon acceptance of apparatus.

The amounts in this proposal shall remain firm for a period of 30 days from date of same. Proceeding contract deadline date, all pricing and terms are subject to change upon review.

Change Orders:

Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the freeze date has been communicated by Midwest Fire to the Customer, any change will be subject to a minimum change order fee of \$150 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee, and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

FIGHT FIRE WITH FIRE – MIDWEST FIRE

Respectfully submitted,

Sarah J. Atchison

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

Customer/Business Name (please print)

Business Address

Printed Name

Signature

Date

Title

FIGHT FIRE *WITH* FIRE – MIDWEST FIRE

NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

- 1) *at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.*
- 2) *you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.*

I hereby acknowledge that I have received & fully understand the above information.

Purchaser

Date

FIGHT FIRE WITH FIRE – MIDWEST FIRE

CONTRACT SPECIFICATIONS

ONE NEW Type 5 Brush Truck/ Wildland Engine

Please indicate YES or NO if the machine offered can or cannot meet the desired configuration. Any "NO" must be clarified on a separate sheet if the bidder desires support for any alternate specification.

Type 5 Brush Truck

DESCRIPTION

VEHICLE

Ford Super Duty F-550 Super Cab XLT; 4X4; Red Cab and Chassis

CHASSIS

Engine 8 Cylinder 7.3 liter OVH PFI gas
10 Speed Transmission
4X4
Heavy Duty Suspension
Trailer towing package with trailer brake
High AMP Alternator or dual Alternator
Rear mounted camera
Dual batteries
Engine block heater
Exterior backup alarm
Wheel well liners
Remote start
Skid plates
PTO
110V/ 400X outlet
All weather floor mats — *Rubber Floor*
Stereo Navigation with large stereo screen

COMPLY

YES

NO

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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EMERGENCY LIGHTING

LED Light bar
360 degree scene lighting
Rear LED light bar
4 corner strobes
Siren

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMMUNICATIONS

1 Mobil Kenwood Radio
1 Kenwood Portable radio
Mobil speaker in cab
Speaker at pump pannel
Long rang antennas

<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

FIRE SUPPRESSION STORAGE

500 gallon tank
18- 24 HP; 150 GPM pump
Foam Injection system
Front turret mounted monitor with cab controls
Electric hose reel plumbed into pump
1" NH Discharge manifold for 1" NH male, 1 3/4" NH and extra connections
All plumbing and connections
Lockable storage compartments for saws, hand tools, and supplies
Storage racks for packs and coolers

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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EXTRAS

Heavy Duty Front Bumper
12,000 lb winch

WARRANTY

OTHER INCLUDED OPTIONS

COMPLY

YES

NO

8

X

Bid Total:

Bid Grand Total:

\$190,586⁰⁵



901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

Exceptions to Bid

Exception to 12,000 lb. winch – The winch will be rated at 9,500 lb.

Time of Completion: Production timeline will be from 12 months – 16 months from awarded date of contract.



500 Gallon Brush Truck Specifications

Prepared for: Laurel Volunteer Fire Department

Laurel, MT

Midwest Fire Rep: Newt Johnson

June 25th, 2021

QMS-WIN-022 Rev L

Notes:

6.25.21, SPECS, 500 gallon Brush Truck, F-550 Ext. Cab 60CA

Rev L

Save Date: 6/22/2021

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the body	10
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the body	10
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6.25.21, SPECS, 500 gallon Brush Truck, F-550 Ext. Cab 60CA

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6.25.21, SPECS, 500 gallon Brush Truck, F-550 Ext. Cab 60CA		

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SECTION 1: WATER TANK

1.00 Tank

The tank shall be constructed of 1/2" thick high-impact, polypropylene sheet stock. The material shall be of a certified, high quality, non-corrosive, stress relieved thermoplastic, black in color, and UV stabilized for maximum protection.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" polypropylene and shall have a standard dimension of 8" Round x 8" high with a molded cover. The tower shall be located on the curb side rear corner of the tank. Inside of the fill tower approximately 2" down from the top shall be fastened a combination vent/overflow pipe which shall be of standard schedule 40 polypropylene pipe with minimum ID of 4" designed to run vertically through the tank. The transverse swash partitions shall be manufactured of 3/8" polypropylene which shall interlock with a longitudinal partition constructed of 1/2" polypropylene.

The tank will include:

- One (1) liquid level gauge with a clear sight tube and to be located at passenger's side rear wall of the tank.
- One (1) 1/4" deep X 6 1/2" diameter recess in floor to act as sump.
- Two slotted mounting pads on top of tank for mount addition equipment.
- There shall be a 3/4" FNPT female tank drain located on the rear tank wall.

1.00.2745 500 Gallons – 64L" x 47W"

1.01 Foam Tank

Foam Tank, there shall be a drop-in foam tank to accommodate the use of the foam system.

1.01.02 12-gallon, 2CE

THE TANK WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER

SECTION 2: BOOSTER TANK PIPING, FILLS, & GAUGES

2.02 Tank Level Gauge

- One (1) pressure transducer mounted on the outside of the tank in an easily accessible area. Sealed foam tanks (if so equipped) will require zero pressure vacuum vents.
- Super bright LED display viewable from 180 degrees with a visual indication at multiple accurate levels.
- Weather resistant connectors to connect to the digital display, the pressure transducer, and the apparatus power. Additional displays are easily integrated and will receive data from the same source as the Master Display; no additional transducers required.
- Tank level gauge indicates the liquid level on easy-to-read LED display.

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- 2.02.04 One (1) Innovative Controls SL Series Plus Water Tank Level Gauge
 - 2.02.04.01 Installed on the pump panel. –Master
- 2.02.05 One (1) Innovative Controls SL Series Plus “Mini” Water Tank Level Gauge
 - 2.02.05.01 Installed on the center console. – Needs Master
- 2.02.07 One (1) Innovative Controls SL Plus Series Foam Tank Level Gauge
 - 2.02.07.01 Installed by the pump panel.

2.03 Spanner Wrenches

One (1) adjustable hydrant wrench and two (2) spanner wrenches with holder.

- 2.03.01 Installed on the street side rear panel.

SECTION 5: FLATBED BODY

5.00 Apparatus Body

The flatbed body is constructed of all aluminum with aluminum stringers running front to back above the frame and C-channels running side to side. The top surface will be tread-plate. An aluminum angle will be welded to the perimeter of the body. The body will be 96” wide and built to accommodate the chassis cab to axle for the best weight distribution possible.

- 5.00.01 119” body length (60” cab to axle)

SECTION 6: FLATBED BODY COMPARTMENTS

6.00 Body Compartments

All compartments are constructed of Aluminum Tread-Brite, and will have a door activated LED compartment light, door restraints, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.

6.01 Transverse Compartment

One (1) full width transverse compartment provided behind the cab on top of the flatbed with one (1) swing up aluminum door on each side, held in the open position with gas struts.

- 6.01.01 Compartment to be 96” wide x 40” tall by 26” wide for a 60” cab to axle.

6.02 Over Wheel Compartment

One (1) compartment above the flatbed to approximately 30” tall x 24” deep. One (1) swing up aluminum door, held in the open position with a gas struts.

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- 6.02.01 60" wide
 - 6.02.01.01 Street side
 - 6.02.01.02 Curb Side

6.03 Front Lower Compartment

Compartment under the flatbed ahead of the rear wheels.

- 6.03.01 A swing forward vertical hinged door with a single point latch compartment size 30" wide x 18" tall x 16" deep (60" CA)
 - 6.03.01.01 Street side
 - 6.03.01.02 Curb Side

6.04 Rear Lower Compartment

Compartment under the flatbed behind of the rear wheels.

- 6.04.01 A swing forward vertical hinged door with a single point latch, compartment size 32" wide x 18" tall x 16" deep (60" CA)
 - 6.04.01.01 Street side
 - 6.04.01.02 Curb side

6.07 Dunnage Box

Dunnage box on the side of the body above the compartments, made of aluminum tread brite, with rubber tile installed in the bottom. This area will be 10" tall x 21" wide. This area will be open to the top and enclosed on all four side to securely house cargo and misc. equipment. Ventilation slots will be provided on each side.

- 6.07.03 Dunnage Box to be located on the street side, extending the length of the body.
- 6.07.04 Dunnage Box to be located on the curb side, extending the length of the body.
- 6.07.06 Two (2) Velcro straps installed on top sides of dunnage box to secure cargo.
 - 6.07.06.01 Straps on street side
 - 6.07.06.02 Straps on curb side

6.08 Compartment Options

- 6.08.00 Locking Doors, Qty (8)

Compartments will be equipped with a lock to secure cargo in the compartment.

- 6.08.01 Adjustable shelf

One (1) adjustable shelf made of 3/16" smooth aluminum, installed with Unistrut adjustable brackets in the compartments. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

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6.08.01.02 Over Wheel, Half Width of Door Opening, Street Side

6.08.02 Slide-Out Shelf

One (1) slide-out shelf, made of 3/16" smooth aluminum, mounted to the floor of the compartment, equipped with roller bearing sliding mechanisms that are lockable in both the "In" and "Out" positions. White reflective tape installed on edge surfaces that extended past the body of the apparatus. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

6.08.02.05 Full Transverse, 1000 lbs., 70% extension

6.08.08 SCBA Brackets (30 Min 2216/45 Min 4500)

SCBA brackets, Zico model #KD-UN-6-SF, mounted in the compartment. For use with most 30 Min 2216 PSI and 45 Min 4500 PSI tanks.

6.08.08.04 Over Wheel, Curb Side, Qty (4)

SECTION 7: RUNNING BOARDS, & REAR STEP

7.00 Running Boards & Chassis Steps

7.00.06 OEM Chassis Running Boards, one (1) set of running boards, provided by the manufacturer installed on the chassis for ease of entry.

7.02 Rear Step

An 8" deep aluminum tread plate step is provided at the rear of the flatbed.

SECTION 8: GRAB RAILS & FOOTSTEPS

8.00 Grabs Rails

The grab rails are made of 1 ¼ " diameter extruded aluminum tubing with knurled finish and chrome plated stanchion brackets.

8.00.01 Rear Grab Rails

Grab rails provided at the rear, for access into the flatbed.

8.00.01.02 One (1) Grab Rail, Street Side

8.00.01.03 One (1) Grab Rail, Curb Side

8.01 Pull-Out Access Steps

8.01.05 Rear Pull-Out Steps

Large aluminum pull-out steps below the rear step. Zico part number PS-8-5.

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8.01.05.01	One (1), Curb Side
8.01.05.02	One (1), Street Side

8.01.06 Front Pull-Out Steps

Large aluminum pull-out steps below the front compartment. Zico part number PS-8-5.

8.01.06.01	One (1), Curb Side
8.01.06.02	One (1), Street Side

SECTION 9: ELECTRICAL EQUIPMENT

9.00 Apparatus Electrical

- Electrical Wiring

The electrical compartment to be installed in the chassis cab. The body and chassis shall be wired as independent modules and connected as a completed unit at the final assembly via electrical connectors located in the electrical compartment. Seals shall be provided on each individual wire and the assembly. All wiring for the apparatus body shall be within a temperature resistance harness. All wires in each harness shall be color-coded. Wiring shall be run along structural rails and tied in a neat and orderly manner. A backup alarm will be wired into the reverse circuit to sound when the vehicle is placed in reverse. The key on position energizes a relay which acts as the master switch connecting the apparatus to the battery system, eliminating power drain while the truck is not in use.

- Overload Protection

The apparatus circuits requiring load protection shall utilize sealed relays and automatic reset circuit breakers.

9.01 DOT Lighting Details

- A total of seven (11) LED clearance lights and seven (7) red LED lights installed at the rear.
- Four (4) amber LED lights are installed on the front street and curb sides.
- Reflectors are installed per DOT specifications.
- A red warning light visible to the driver in the chassis cab that illuminates when a compartment door is ajar/open.
- An illuminated license plate bracket installed at rear.

9.02 Lower-Level Rear Lighting

9.02.03 LED Taillight Package

Two (2) LED stop/tail/turn and white LED backup lights installed at the rear.

9.03 Antenna

9.03.02 Customer Supplied Antenna

Customer's antenna installed.

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9.04 Camera System

9.04.01 Rear view camera

One (1) rear view camera system installed. Camera system includes a colored wide-angle rear mounted camera and 7" monitor mounted in the center of the vehicle's dashboard unless specified otherwise. Automatically activated when truck is put in reverse.

9.04.01.02 Rear View camera

9.06 Power Distribution Options

9.06.06 12V Power Strip

A 12V Battery Power, 6 position overload/short protected terminal strip will be installed in the front sill of the compartment unless specified otherwise.

9.06.06.09 Center Console, Inside

SECTION 10: EMERGENCY SIREN & LIGHTING EQUIPMENT

10.00 Apparatus Controls

10.00.03 Center Console

Console installed between driver and passenger seats.

10.00.10 Center Console Options

10.00.10.04 Cup Holders, two (2)

Cup holders installed in console between driver and passenger seats.

10.00.10.05 Interior Binder Pocket

An interior binder pocket will be installed in console. Pocket will have one divider.

10.01 Light Bars

10.01.01 Whelen model JE2NFPA Justice Series light bar

Whelen model JE2NFPA Justice Series, Super-LED low-profile, 56" long. Covers front and front side zones. The light bar has four (4) linear corner modules with nine (9) Super-LED light heads per module, and six (6) CON3 modules with three (3) CON3 Super-LED light heads per module.

10.01.01.01 Mounted on the chassis cab.

10.02 Sirens:

10.02.04 Whelen Siren

Whelen Siren 200-watt, Class A electronic siren, mounted in the chassis cab in a location convenient to the driver. The electronic siren includes a 9-Switch Light Control (three (3) position slide switch and six (6) Push On/ Push Off switches) with 17 Scan-Lock™ Siren Tones, and hard-wired microphone. The siren control is lighted for easy night operation. Cast aluminum speaker available with three (3) siren mounting locations.

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10.02.04.01 Whelen 295SLSA6 siren w/speaker mounted center of heavy-duty front bumper

10.04 Lower-Level Lights

10.04.03 Front/Rear Whelen SurfaceMax C6 Series

Two (2) Whelen SurfaceMax C6 series LED lights with black bezels mounted on the front and two (2) mounted on the rear. Lights will have clear lenses.

10.04.03.01 Front/Rear Flashers, Red, C6 Series

10.05 Intersection Lights

All lights mounted a minimum of 18" above the ground and no higher than 60". One (1) positioned on the front quarter panels, and one (1) on the body rail at the rear. Lights will have clear lenses.

10.05.01 Intersection, Red, SurfaceMax C6 Series, Two (2) each side

10.06 Upper-Level Warning

10.06.03 Side/Rear Whelen M6V2R Series Upper Flashers

Whelen M6V2R Series LED Flasher are on each side and rear of the body. Lights will include a chrome bezel. Lights will have clear lenses.

10.06.03.02 Side/Rear Flashers, Red, M6V2R Series, Two (2) each side and one (1) to the rear of each dunnage basket. (Six (6) Total)

10.07 Scene lights

10.07.04 Pump Work Area Lights

There are two (2) Whelen PELCB, 1000 lumen flood lights mounted on the rear dunnage baskets pointing inward towards the pump area. The lights shall be controlled from a unit mounted switch.

10.09 Ground Lights

10.09.01 Four (4) ground lights

There are four (4) LED ground lights installed to illuminate the area below the apparatus. Two (2) lights are installed below the front body, and two (2) lights are installed below the rear step area. Grounds lights will be activated when vehicle is placed in park.

10.10 Accessory Lights

10.10.2746 Whelen DUO Traffic Advisor

Whelen TADF6 rear DUO color traffic advisor red/amber and blue/amber lights. 6 Modules.

SECTION 11: LETTERING, STRIPING, AND SIGNAGE

11.01 ID plate

There is a permanent plate located in the center top chassis cab with the following information:

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- Quantity and type of fluids used in the vehicle. This plate includes:
- Engine oil, quantity.
- Engine coolant, quantity.
- Chassis transmission fluid, quantity.
- Pump transmission fluid, quantity.
- Drive axle lubrication fluid, quantity.
- Air conditioning refrigerant, quantity.
- Air conditioning lubrication oil, quantity.
- Power steering fluid, quantity.
- Front and rear cold tire pressure
- Number of personnel the vehicle is designed to carry located in an area visible to the driver.
- Height and length of the vehicle in feet and inches
- Gross vehicle weight rating (GVWR) in pounds

11.03 Vinyl Lettering

11.03.01 Provided on the chassis doors.

11.03.03 Provided for the customer unit number on the street and curb side chassis fenders.

11.05 Reflective striping

The apparatus body and chassis will have a reflective stripe on each side and the front per NFPA 1901 standards.

11.05.01 4" wide white reflective stripe with a 1" wide white reflective stripe spaced approximately 1/2" above on the chassis, and 4" wide red reflective stripe on flatbed rails.

11.05.03 White reflective tape inside chassis doors- Per NFPA 1901 standards any door designed to allow persons to enter, or exit has a minimum of 96 square inches of retro-reflective material affixed to the inside of the door.

11.06 Rear Chevron

11.06.05 Diamond Grade Pattern, Chevron

The rear area above the tailboard will include red and fluorescent yellow diamond grade pattern chevron retro-reflective striping installed, with each stripe a minimum of 6" wide.

SECTION 12: CORROSION PROTECTION & MUD FLAPS

12.00 Corrosion Protection

All fasteners which are used in aluminum are plated with Magnaguard 560 to prevent galvanic corrosion resulting from dissimilar metals.

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12.01 Mud Flaps

There are two (2) mud flaps installed one (1) behind each of the rear wheels. The mud flaps are constructed of ¼" thick black rubber, with weighted chrome trim at the bottom. Stiffeners are provided when rear lockers are not requested.

SECTION 13: PUMP & PLUMBING

13.00 Engine Driven Pumps

Portable Pumps have the following standard features:

- High-strength aluminum alloy casing and discharge valve
- Aluminum alloy engine adapter
- Bronze impeller and wear rings
- Stainless steel impeller shaft
- Direct drive
- The pump control panel includes an ignition switch, starter button, stop button, and engine throttle.
- The engine will have an oil drain for ease of changing the pump engine oil.
- Pump drain: one (1) pump drain provided to drain the suction side of the pump. The pump drain is controlled from a control handle located directly below the pump compartment.
- An electric fuel pump is installed in all applications to assist in delivering fuel to the engine.

13.00.03 Hale PowerFlow® HPX200-B18 Engine driven Pump

A Hale model HPX200, 18hp Vanguard engine driven pump with the following features:

Pump Ratings:

240 GPM @ 25 PSI

150 GPM @ 100 PSI

70 GPM @ 150 PSI

Engine is a four-cycle air cooled 18 HP, V-Twin, Briggs and Stratton, Vanguard model gasoline engine, with integral fuel pump, 12-volt electric start, and manual start. Pump comes equipped with exhaust primer.

13.00.03.01 The engine driven pump's fuel to be supplied by the chassis fuel tank.

13.00.06 Engine driven Pump Options

13.00.06.01 Tank to Pump

A tank to pump line provided from the water tank to the pump with valve.

13.00.06.01.02 3" line and valve, Hale

13.00.06.03 Tank Fill/Pump Re-Circulating 1" Line

A 1" tank fill/pump re-circulating line provided from the pump to the water tank with a 1" valve and 1" plumbing.

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13.00.06.05 Gated 2 ½" Suction Line

A 2-1/2" suction pipe provided at the pump for drafting or direct fill. It is equipped with a 2-1/2" NPT male X 2 1/2" NST female chrome plated swivel adapter with screen, and a 2 1/2" chrome plated plug and chain.

13.02 Discharges

Discharges include:

- Industrial grade valves
- Chrome cap and chain

13.02.01 Engine driven Pump Discharges

13.02.01.02 Two (2) 1 ½" Discharge

13.03 Accessory Discharges

13.03.01 Front Sweeps, Electric

Two (2) 1" discharges plumbed to the front bumper for two (2) sweep style fog nozzles, one (1) on each side of the chassis. The discharges are gated with 1" electric actuated valve(s) and controlled by switch(es) operated from the chassis cab. (Foam, If Applicable)

13.03.01.02 Each sweep controlled by its own respective valve. Two (2) valves total.

13.03.19 Elkhart BrushHawk Electric Monitor

An Elkhart, model 0845, BrushHawk remote controlled monitor mounted on the front chassis bumper in the center, high enough to see the monitor from the cab when operating. The remote-controlled monitor includes joystick control, 2" electric valve, and a selectable flow nozzle (15/30/45/60/95/125/150/200/FLUSH) model 6000212, and a CAN bus communication system.

13.04 Foam System

13.04.04 Scotty Through-The-Pump System

There shall be a Scotty, through the pump, foam system plumbed to the discharge head of the water pump. For use with Class "A" Foam only. When engaged all discharges from the pump have foam, including tank fill.

SECTION 14: HOSE TRAYS & PRE-CONNECTS

14.02 Pre-connected in Top Side Hose Tray

Hose tray on the side of the body above the compartments, made of aluminum tread brite, with rubber tile installed in the bottom. This area will not have a back panel for ease of unloading hose. It will be 10" tall x 21" wide. Ventilation slots will be provided on each side.

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- 14.02.01 Street side, extending the length of the body with a Pre-connect plumbed 2", gated with a 2" valve, and terminated with a swivel fitting 1 1/2" NST male terminated in the hose tray. The swivel is to be installed at the rear of the tray and swivels from front to rear.

14.03 Top Side Hose Tray Options

- 14.03.01 Hose tray divider

An aluminum divider will be installed in the center of the hose tray to create two hose compartments.

- 14.03.01.01 Divider in Street side tray

SECTION 16: HOSE REEL

16.01 Electric hose reel with Reel Lite Hose

One (1) electric rewind hose reel with hose rollers, gated with a 1" valve and supplied with reel lite hose. Each hose reel comes equipped with one (1) button located on the reel.

- 16.01.02 1" Reel Lite hose located on the rear street corner, facing street side.

- 16.01.02.02 150 ft.

- 16.01.04 1" Reel Lite hose located on the rear curb corner, facing curb side.

- 16.01.04.02 150 ft.

SECTION 17: CHASSIS ACCESSORIES

17.01 Shoreline Connection, Kussmaul "Auto Charge 1000"

One (1) 115 Volt Kussmaul "Auto Charge 1000" battery charger system installed.

- 17.01.01 Manual shoreline connection, street side wheel well.

17.04 Receiver Hitch, Winches, & Bumpers

- 17.04.01 Rear Receiver Hitch

Class III 2" receiver hitch tube installed on the rear of the apparatus and furnished with a 7-pin electrical receptacle and safety chain rings. Both sides of the receiver hitch will have tow-eyes cut into the plates.

- 17.04.03 Warn Zeon 10 Winch

Winch, there shall be one (1) receiver hitch winch installed on the apparatus with a 9,500-lb. rating. Warn Zeon 10 Multi-mount, for use at front or rear. Also available permanently mounted inside front bumper.

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17.04.03.01 Warn Zeon 10, receiver hitch mounted.

17.04.04 Thunderstruck Bumper/Grill Guard

Heavy duty bumper/grille guard, there shall be one (1) Thunderstruck heavy-duty bumper/grille guard installed with a 2" receiver tube for winch mounting. The bumper/grill guard will be black powder coated for superior protection.

17.04.04.01 With monitor plumbing

17.05 Tires and Lift Kits

17.05.02 Continental MPT81 Super Singles

Four (4) Continental MPT81 tires (335/80R20) installed on the chassis that are 40" x 13.5" x 19.5", 22-ply, with a max load rating of 6779lbs per wheel at 96PSI and mounted on a 20" x 11" steel, black powder coated wheels. Extended front fender flares installed to cover extra height and width of the tires. A suspension lift kit installed with wheel spacers on the front tires. Road speed rating 68mph.

17.05.02.01 MPT 81 Super Singles w/lift kit for F-550 Ford Chassis

17.05.02.03 One (1) MPT 81 Spare Tire

17.05.06 Tire Carrier

Tire rack, there shall be one (1) tire rack supplied. For the rear corners, a guard rail with no full-length storage tray required.

17.05.06.01 Tire Carrier located on the top of the tank.

17.06 Chassis Exhaust

17.06.01 Standard Chassis Exhaust Modifications

Chassis exhaust is modified to exit passenger side behind the rear wheels and to the edge of the body.

SECTION 18: LOOSE EQUIPMENT

Loose equipment required by NFPA not listed will be supplied by customer after delivery of the apparatus prior to being put in service.

18.05 Nozzles

Dual gallonage nozzle with two flow settings of 10 and 40 gpm @ 100 psi (37 and 150 l/min @ 7 bar). All lightweight materials, hard coat anodized aluminum. Quick-change rear valve seat, stainless steel shut-off ball and a twist "off" position for positive shut off. Pistol grip is mounted below the valve. Rocker lug 1" NH (25mm) swivel is standard.

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- 18.05.01 1" Task Force Tips model # DS1040P – 10 and 40 GPM @ 100 PSI
18.05.01.02 Qty Two (2)

18.08 Wheel Chocks

- 18.08.01 Two (2) Wheel Chocks, with Holders, Placed into Spare Compartment.

SECTION 19: CHASSIS

19.00 Midwest Fire supplied chassis per specification attached. Brief summary below:

Chassis Summary			
Manufacturer	Ford	Cab to Axle (in.)	60"
Model	F-550 Super Cab XLT 4x4	Wheelbase (in.)	168"
Engine Manufacturer	Ford	Front Axle Rating (Lbs.)	7,500#
Engine Model	7.3L Gas	Rear Axle Rating (Lbs.)	14,000#
Horsepower	350	Paint Color Code	Race Red

DELIVERY/FINAL INSPECTION

The department will take physical possession of the truck and will receive all training on the operation of the truck at the Midwest Fire facility in Luverne, Minnesota during the final inspection/ delivery day. Transit of the apparatus is the responsibility of the department, please ask your representative for options.

6.25.21, SPECS, 500 gallon Brush Truck, F-550 Ext. Cab 60CA

Rev L

Save Date: 6/22/2021

Print Date: 6/22/2021

2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

Price Level: 230



Client Proposal

Prepared by:

Ed Miller

Office: 713-678-5007

Email: EMILLER@CHASTANGFORD.COM

Quote ID: LAUR22X5H

Date: 06/21/2021



Chastang Ford | 6200 N. Loop East, Houston, Texas, 770261936
Office: 713-678-5000 | Fax: 713-678-5001



Prepared by: Ed Miller

06/21/2021

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2022 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XLT (X5H)

Price Level: 230 | Quote ID: LAUR22X5H

Selected Equip & Specs

Dimensions

- Exterior length: 253.3"
- Exterior width: 80.0"
- Wheelbase: 168.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 116.0cu.ft.
- Maximum cargo volume: 31.6cu.ft.
- Cab to axle: 60.0"
- Exterior height: 81.8"
- Front track: 74.8"
- Turning radius: 24.0'
- Min ground clearance: 8.3"
- Rear legroom: 33.5"
- Rear headroom: 40.3"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.8"
- Cargo volume: 31.6cu.ft.

Powertrain

- 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI
- federal
- Part-time
- Fuel Economy Cty: N/A
- * **Transmission PTO provision**
- Recommended fuel : regular unleaded
- TorqShift 10 speed automatic transmission with overdrive
- * **Limited slip differential**
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- * **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks**
- Hydraulic power-assist re-circulating ball Steering
- * **LT225/70SR19.5 GBSW AT front and rear tires**

Body Exterior

- 4 doors
- Reverse opening right rear passenger
- Turn signal indicator in mirrors
- Chrome bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels
- Reverse opening left rear passenger
- Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- Black door mirrors
- * **Side steps**
- Clearcoat paint
- 2 front tow hook(s)

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Price Level: 230 | Quote ID: LAUR22X5H

Selected Equip & Specs (cont'd)

Convenience

- Manual air conditioning with air filter
- Power windows
- Driver and passenger 1-touch down
- Manual tilt steering wheel
- Day-night rearview mirror
- SYNC 3 911 Assist emergency SOS
- * **Integrated navigation system**
- Front and rear cupholders
- Full overhead console
- Rear door bins
- Cruise control with steering wheel controls
- Driver and passenger 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual visor mirrors
- Driver and passenger door bins
- Upfitter switches

Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Metal-look instrument panel insert
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest with storage
- Cloth seat upholstery

Entertainment Features

- * **SiriusXM AM/FM/HD/Satellite radio with radio data system**
- SYNC 3 external memory control
- 7 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Deep tinted windows
- Tachometer
- Compass
- Trip computer
- Configurable digital/analog gauges
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Oil pressure gauge
- Outside temperature display
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Brake assist

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Price Level: 230 | Quote ID: LAUR22X5H

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Remote activated perimeter/approach lighting
- Security system with SecuriLock immobilizer
- Manually adjustable front head restraints

Dimensions

General Weights

* Curb	7,480 lbs.	* GVWR	19,500 lbs.
* Payload	12,150 lbs.		

Front Weights

* Front GAWR	7,500 lbs.	* Front curb weight	4,254 lbs.
* Front axle capacity	7,500 lbs.	* Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,226 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		

General Trailering

5th-wheel towing capacity	19700 lbs.	Gooseneck towing capacity	19700 lbs.
Towing capacity	18500 lbs.	GCWR	28000 lbs.

Fuel Tank type

Capacity	40 gal.
----------	---------

Off Road

Min ground clearance	8 "
----------------------	-----

Interior cargo

Cargo volume	31.6 cu.ft.	Maximum cargo volume	31.6 cu.ft.
--------------	-------------	----------------------	-------------

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Price Level: 230 | Quote ID: LAUR22X5H

Selected Equip & Specs (cont'd)**Rear Frame**

Height loaded	28 "	Height unloaded	34 "
---------------	------	-----------------	------

Powertrain**Engine Type**

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	7.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	OHV
Variable valve control	DEVCT		

Engine Spec

Bore	4.21"	Compression ratio	10.5:1
Displacement	445 cu.in.	Stroke	3.98"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	350 HP @ 3,900 RPM
Torque	468 ft.-lb @ 3,900 RPM		

Alternator

Type	Dual	Amps	397
------	------	------	-----

Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

Engine Extras

*Block heater	Yes
---------------	-----

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

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Selected Equip & Specs (cont'd)

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	*PTO provision	Yes

Drive Type

4wd type	Part-time	Type	Four-wheel
----------	-----------	------	------------

Drive Feature

* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		

Drive Axle

Ratio	4.88
-------	------

Exhaust

Material	Stainless steel	System type	Single
----------	-----------------	-------------	--------

Emissions

CARB	Federal
------	---------

Fuel Economy

Fuel type	Gasoline
-----------	----------

Driveability

Brakes

ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear

Brake Assistance

Brake assist	Yes
--------------	-----

Suspension Control

Ride	Firm
------	------

Front Suspension

Independence	Mono-beam non-independent	Anti-roll bar	Regular
--------------	---------------------------	---------------	---------

Front Spring

Type	Coil	*Grade	HD
------	------	--------	----

Front Shocks

Type	HD
------	----

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Selected Equip & Specs (cont'd)

Rear Suspension

***Independence** DANA 130 rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"
Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
***Tread** AT Type LT
Width 225mm LT load rating G
***RPM** 645

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
***Tread** AT Type LT
Width 225mm LT load rating G
***RPM** 645

Wheels

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Selected Equip & Specs (cont'd)

Front track	74.8"	Rear track	74.0"
Turning radius	24.0'	Wheelbase	168.0"
Rear tire outside width	93.9"		

Body Features

Front splash guards	Yes	*Skid plate(s)	1
Body material	Aluminum	Side impact beams	Yes
*Side steps	Yes	Front tow hook(s)	2

Body Doors

Door count	4	Left rear passenger	Reverse opening
Right rear passenger	Reverse opening		

Exterior Dimensions

Length	253.3"	Body width	80.0"
Body height	81.8"	Cab to axle	60.0"
Axle to end of frame	47.2"	Frame section modulus	12.7cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	107.2"
Front bumper to back of cab	146.3"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
-------------------	-------

Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	6
----------	---

Front Seats

Split	40-20-40	Type	Split-bench
-------	----------	------	-------------

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Selected Equip & Specs (cont'd)

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------	--------	------	------------

Front Armrest

Centre	Yes	Storage	Yes
--------	-----	---------	-----

Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		

Rear Head Restraints

Control	Manual	Type	Adjustable
Number	3		

Front Seat Trim

Material	Cloth	Back material	Cloth
----------	-------	---------------	-------

Rear Seat Trim Group

Material	Cloth	Back material	Carpet
----------	-------	---------------	--------

Convenience

AC And Heat Type

Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		

Audio System

Auxiliary audio input	Yes	*Radio	SiriusXM AM/FM/HD/Satellite
Radio data system	Yes	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC 3

Audio Speakers

Speaker type	Regular	Speakers	7
--------------	---------	----------	---

Audio Controls

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Selected Equip & Specs (cont'd)

Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes

Audio Antenna

Type	Fixed
------	-------

Video Features

* Integrated navigation system	With voice	* Real-time traffic display	SiriusXM Traffic yes
activation			

LCD Monitors

1st row	2	Primary monitor size (inches)	8
---------	---	-------------------------------	---

Cruise Control

Cruise control	With steering wheel controls
----------------	------------------------------

Convenience Features

Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	SYNC 3 911 Assist	Wireless phone connectivity	Bluetooth
120V AC power outlet	2	* Back-up alarm	Yes
Smart device integration	Mirroring	Upfitter switches	Yes

Door Lock Activation

Type	Power with 2 stage unlock	Remote	Keyfob (front doors)
Integrated key/remote	Yes		

Door Locks Extra FOB Controls

Remote engine start	Smart device only
---------------------	-------------------

Instrumentation Type

Appearance	Digital/analog	Configurable	Yes
------------	----------------	--------------	-----

Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

Instrumentation Displays

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Selected Equip & Specs (cont'd)

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power		
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		

Interior

<i>Driver Visor</i>			
Mirror	Yes		
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	* Covering	Vinyl/rubber
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shifter material	Urethane
Interior accents	Chrome		

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Selected Equip & Specs (cont'd)

Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes

Overhead Console Storage

Storage	Yes	Type	Full
---------	-----	------	------

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Seatback storage pockets	2	Illuminated	Yes
Rear yes	Yes	Instrument panel	Covered bin
Dashboard	Yes	Rear door bins	Yes
1st row underseat	Locking		

Legroom

Front	43.9"	Rear	33.5"
-------	-------	------	-------

Headroom

Front	40.8"	Rear	40.3"
-------	-------	------	-------

Hip Room

Front	62.5"	Rear	64.7"
-------	-------	------	-------

Shoulder Room

Front	66.7"	Rear	65.8"
-------	-------	------	-------

Interior Volume

Passenger volume	116.0 cu.ft.
------------------	--------------

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Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
----------	--------------	--------	-----------

Powertrain

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

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Midwest Fire Service

We understand how important the issue of service is for you and your department. With hundreds of Midwest Fire apparatus in the field, we have over three decades of experience in providing ongoing support after delivery.

We make every effort to ensure that your new Midwest Fire apparatus leaves our manufacturing facility at 100% operating level- all chassis, apparatus, and sub-components included. Your apparatus was built with comprehensive quality control and inspected at multiple key points throughout the construction process and although we take these exhaustive steps to ensure quality and operational function, we understand that at times there's a need for service or repair of your apparatus.

Midwest Fire will work with your trusted local service center to perform the necessary repairs for your Midwest Fire truck. If you do not have a preferred service center, Midwest Fire can locate and contract with an appropriate service center to undertake the work required.

In the state of Texas, our franchised dealer Webb Apparatus LLC is available to provide mobile service for all warranty and service required.

Because you are able to call us direct, your request for service will get immediate attention. Midwest Fire makes it a priority to support our customers after delivery of their apparatus. For all inquiries regarding service or warranty, please contact General Manager Brett Jensen for immediate assistance. Our facility is open Monday-Friday, 8 am-5 pm.

Midwest Fire Equipment & Repair Company
901 Commerce Road
PO Box 524
Luverne, MN 56156

Toll Free: 1.800.344.2059 Fax 1.507.283.9142 Info@MidwestFire.com

MidwestFire.com • 1.800.344.2059

info@MidwestFire.com • 901 Commerce Road • P.O. Box 524 • Luverne, MN 56156

WARRANTY POLICY OF MIDWEST FIRE

The information contained in this Warranty Policy explains the coverage for the apparatus provided by Midwest Fire Equipment & Repair Company, herein referred to as Midwest Fire. A copy of this policy should be kept on file with the delivery documents for the apparatus.



OBTAINING WARRANTY SERVICE

Contact Midwest Fire to arrange authorized service. All claims under this Limited Warranty, and prior to any work started, must be submitted in writing to Midwest Fire within the warranty period as stated herein. For questions regarding this Limited Warranty, contact Midwest Fire (1-800-344-2059.)

EFFECTIVE WITH VEHICLES BUILT JANUARY 1, 2010 OR LATER LIMITED WARRANTY FOR FIRE TRUCK MODELS OFFERED BY MIDWEST FIRE warrants to the original Purchaser that Midwest Fire apparatus and component parts thereof are, at the time of purchase, free from defects in material and workmanship and will remain free from such defects under normal use after delivery to the Purchaser as provided herein. Warranty shall begin at the time of delivery unless otherwise approved by Midwest Fire. The delivery limitations as set forth herein shall run from the date of delivery to the Purchaser in the United States of America and Canada.

BASIC VEHICLE COVERAGE

Basic Vehicle Warranty, Twelve (12) Months, Unlimited Mileage

The remedy available under this Limited Warranty is non-cumulative in nature and is limited to repair or replacement at a trusted service location or by the Purchaser upon agreement prior to service. Midwest Fire, at its option, will repair or replace any part of this vehicle which proves defective in material and/or workmanship in normal use and service, with new or rebuilt parts, for the first twelve (12) months from new vehicle delivery date. This warranty is not transferable except by prior written agreement with Midwest Fire. Exceptions are listed below under *What Is Not Covered*.

BODY SUB-STRUCTURE – TWENTY-FIVE (25) YEARS, Unlimited Mileage

Midwest Fire warrants to the original purchaser only, that the sub-structure fabricated by Midwest Fire, under normal use and with reasonable maintenance, will be structurally sound and will remain free from defect in materials or workmanship or corrosion perforation for a period of twenty-five (25) years. Warranty does not apply to items covered by separate warranty included but not limited to: Hardware, moldings, and other accessories attached to the sub-structure. In addition, this warranty does not apply to sub-structures, or any part or accessory attached to this sub-structure, manufactured by an outside vendor.

METAL BODY WARRANTY – TEN (10) YEARS, Unlimited Mileage

Midwest Fire warrants to the original purchaser only, that a body fabricated by Midwest Fire, under normal use and with reasonable maintenance, will be structurally sound and will remain free from defect in materials or workmanship or corrosion perforation for a period of ten (10) years. Warranty does not apply to items covered by separate warranty included but not limited to: Hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to bodies, or any part or accessory attached to this body, manufactured by an outside vendor.

Midwest Fire will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery, not due to misuse, negligence, or accident.

The extent of warranty repair shall be determined solely by Midwest Fire, and shall be performed only at the factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser. Midwest Fire will not be liable for consequential damages and under no circumstances will its liability exceed the price for a defective body or sub-structure. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Midwest Fire will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

PAINT WARRANTY - TEN (10) YEARS, Unlimited Mileage

The PPG paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of ten (10) years beginning from the day the vehicle is delivered to the purchaser. The warranty as outlined on the guarantee certificate will provide coverage for the following paint failures:

Guarantee Inclusions:

Full apparatus body manufactured and painted by Midwest Fire:

1. Peeling or delaminating of the topcoat and/or other layers of paint.
2. Cracking or checking.
3. Loss of gloss caused by cracking, checking, or hazing.

COMPONENT COVERAGE

Parts, components, or accessories not manufactured by Midwest Fire described within are given warranty coverage of variable time periods. Parts, components, or accessories include, but not limited to: Chassis & chassis components, water tanks, pumps, electric and electronic equipment, valves, etc. Such components or accessories are covered by the respective warranties of the manufacturers thereof. These warranties may be, in some cases, less than twelve (12) months. The producers of these components or accessories or their local servicing agents should be contacted for prompt corrective warranty action.

WHAT IS NOT COVERED

- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Loss of time or use of the vehicle, inconvenience, or other consequential or incidental damages or expenses.
- Replacement of defective parts with parts other than those provided by Midwest Fire unless prior arrangements have been made between the Purchaser and Midwest Fire.
- *Chassis including but not limited to:* Frame side rails, Cab & Cowl structure with components, Diesel engines/electronics and attached accessories (e.g., fan clutch, alternator, starter, etc.), Front & rear axles and Prop-shaft, Transmission, Brakes, Tires, or any other component installed and present on the chassis when delivered to the Midwest Fire for final body assembly.

This warranty does not apply, or include coverage for defects attributable to damage resulting from the following:

- (i) misuse, abuse, accident, neglect, negligence, vandalism, fire, riot, war, or Acts of God;
- (ii) Structural or other modifications or alteration without prior express written authorization by Midwest Fire;
- (iii) Repair or attempt-ed repair by unauthorized persons;
- (iv) Replacement of original components with substitutes without prior express written authorization by Midwest Fire;
- (v) Failure to perform routine preventative maintenance as customarily accepted within the industry or failure to provide proof of such preventative maintenance having been performed;
- (vi) Exposure to corrosives, contaminants, chemicals, salt, irradiation or atmospheric or environmental conditions;
- (vii) Usage or loading in excess of recommended capacities or in non-standard applications, including off-road.
- (viii) Fading or discoloration of paint, lettering or decals; _____

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Any provisions of this Limited Warranty which is prohibited or not enforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or non-enforceability without invalidating the remaining provisions hereof, and any such prohibition or non-enforceability in any jurisdiction shall not invalidate or render non-enforceable any such provisions in any other jurisdiction.



APR PLASTIC FABRICATING, INC.

2312 Cass St., Fort Wayne, IN 46808 | 260.482.8523 | aprfiretanks.com

Limited Lifetime Warranty – Fabricated Fire Vehicle Tanks and/or Bodies

APR Plastic Fabricating, Inc., hereinafter referred to as **Seller**, warrants that these goods manufactured and sold by **Seller** will be free from defects in material and workmanship for a period of time equal to the service life of the original vehicle in which they were installed (**one year maximum outside North America**). For this warranty to have full effect, the vehicle must be in active service (for its designed purpose) at the time any defect is discovered.

This warranty is transferable (subject to the approval of the **Seller**) within North America by written notification of **Seller** within thirty (30) days of vehicle transfer date.

Seller's obligation under this warranty is solely limited to repairing or replacing, at **Seller's** option, any part of the goods found to be defective within the warranty period. Reasonable costs to remove and reinstall defective product incurred by vehicle manufacturer, or its specific assigns, will be payable by **Seller**. Costs for travel outside North America will not be covered under this warranty.

This warranty is conditioned upon receipt by **Seller** of prompt notice of the claimed defect, including a description of the defect and of its discovery, substantiating photographs, and an opportunity made for **Seller** (or its assigned agents) to inspect the goods in the buyer's or end user's facility. Notification must be made in writing or by calling Toll Free 1-800-352-8265. **Seller** will dispatch a repair technician within 48 hours of notification in the event the vehicle has been rendered out-of-service (**Response time only valid in North America**). **Seller** will send a repair technician to arrive at a mutually satisfactory time if the vehicle is still in service. Product must be identifiable by serial number for this warranty to be effective.

This warranty does not apply to goods damaged by misuse, neglect, accident, or physical damage to goods that have been improperly applied. This warranty does not apply to the costs of installation, reinstallation, normal operation, or normal maintenance of any warranted goods.

Installation or modification (subsequent to initial sale) performed by **Seller** will be covered under separate warranty.

Any alteration of warranted goods by persons other than **Seller**, or its specific assigns, will void warranty.

Seller makes no additional warranties, either express or implied, as to any of the goods sold and in particular Seller makes no other warranties of merchantability or fitness for any particular purpose.

In no event shall **Seller** be liable for failure of the goods to comply with any federal, state or local laws or for incidental or consequential damages including loss of profits, or any other type of damage which may be caused in whole or in part by any failure, defect or other problem of the goods sold by seller.

The above is intended to apply to product described in **Seller's** quote or purchase agreement number

QT/ Serial #:

DWG #:

PO #:

This Warranty Certificate is Valid only if signed by Seller's authorized representative.

Signed:

Phil Falls

Date:



Hale Products Inc. • A Unit of IDEX Corporation
700 Spring Mill Avenue • Conshohocken, PA. 19428
Phone: 610-825-6300 • Fax: 610-825-6440
www.haleproducts.com

Hale Products Inc. Limited Standard Warranty

(Fire Service Applications Only)*

EXPRESS WARRANTY: Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service or five and one-half (5-1/2) years from date of shipment by Hale, whichever period shall be first to expire. Within this warranty period Hale will cover parts and labor for the first two (2) years and parts only for years three (3) through five (5).

LIMITATIONS: HALE'S obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with HALE'S Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence or accidental causes.
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service facility.
- Manufactured per design and specifications submitted by the original buyer.
- Used with an appropriate engine as determined by the engine manufacturers published data.
- Excluded are normal wear items identified as but not limited to packing, strainers, anodes, filters, light bulbs, intake screens, wear rings, mechanical seals, etc.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER'S DESIGN AND SPECIFICATIONS.

EXCLUSIVE REMEDIES: If Buyer promptly notifies HALE upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to HALE must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- HALE reserves the right to physically inspect the Product and require Buyer to return same to HALE'S plant or Authorized service Facility.
- In such event, Buyer must notify HALE for a Return Goods Authorization number and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, HALE shall, at its option, repair or replace the Product, or refund the purchase price (less allowance for depreciation).
- HALE's reimbursement covers only the standard labor and Hale components required for the removal, repair, and/or re-installation of HALE supplied Product.
- HALE's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-HALE supplied components.
- Absent proper notice within the Warranty Period, HALE shall have no further liability or obligation to Buyer therefor.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INJURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERCIAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.



** Portable and float pumps, non-fire service applications, skids and trailer products sold by Hale are not covered by this warranty document.*

This is for Bliek's Custom Fab (BCF) Aluminum Truck Beds.

FIVE YEAR LIMITED WARRANTY

Subject to the requirements, exclusions and limitations stated below, the structure of your BCF truck bed is warranted to the original retail purchaser against defects in materials and workmanship by Bliek's Custom Fab, arising from normal use for five (5) years from the date of purchase. The structure is that portion of the product which includes the main frame, consisting of the bottom rails, cross members, side posts, head ache racks (if so equipped) and tool boxes.

ONE YEAR LIMITED WARRANTY

BCF warrants its paint finish to be consistent with industry standards for one year after the date of original retail purchase, with the exception of "normal use" limitations set forth below and of deterioration due to use or exposure, such as chipping, scratching, fading, cracks in caulk seams, road salt or tar, damage by pressure washing. Warrantable paint repairs are limited to spot repairs and blending consistent with standards in the industry. Any repainting due to welding or work related to warranty is not covered by this warranty.

LIMITED WARRANTY EXCLUSION

BCF manufactures some products into which other persons or companies who are not employees or agents of BCF install additional equipment, and make modifications. This Limited Warranty extends only to materials used or workmanship performed by BCF or its employees in the construction of the original product subject to all limitations and exclusions set forth herein. BCF EXPRESSLY DISCLAIMS AND EXCLUDES ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIALS OR WORKMANSHIP IN ANY ITEMS INSTALLED INTO BCF PRODUCTS BY ANY OTHER PERSON OR COMPANY, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING THEREFROM.

EXCLUSION OF COMPONENTS WARRANTED BY OTHER MANUFACTURERS

Hinges, hardware, locks and installation hardware purchased and installed by BCF are warranted by their manufacturers and are excluded from the Limited Warranty.

NORMAL USE; NO REPAIRS OR ALTERATIONS

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the product has been subjected to negligence, accident, abuse, misuse, neglect, or overload or has been repaired or altered without the prior written consent of BCF. Normal wear items including, but not limited to, doors, hinges, struts, lights, switches, cables, will not be replaced due to wear.

TRANSPORTATION COST EXCLUDED

Transportation of any product to and/or from your dealer or any approved repair facility is the responsibility of the owner. BCF shall not be liable for any such costs.

PRIOR WRITTEN CONSENT REQUIRED, AND RETURN OF DEFECTIVE PARTS REQUIRED

No reimbursement will be made to any dealer or owner for repairs made without the prior written consent of BCF. Any defective part(s) must be sent by prepaid freight to

BCF, in order to qualify for replacement or reimbursement under this Limited Warranty.

OTHER PRODUCTS EXCLUDED

This Limited Warranty applies exclusively to BCF products manufactured by BCF. Any other products manufactured by BCF are specifically excluded from this warranty. Authorized repairs do not extend the term of this Limited Warranty.

CONSENT TO VENUE AND GOVERNING LAW

BY SIGNING THIS LIMITED WARRANTY AGREEMENT, PURCHASER AGREES THAT THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND SUBJECT TO AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA. FURTHER, IN THE EVENT OF ANY LITIGATION, PURCHASER CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE IN THE IOWA DISTRICT COURT IN AND FOR SIOUX COUNTY, IOWA.

LIMITATIONS

THE SOLE RESPONSIBILITY OF BCF UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR AND REPLACE PARTS AT THE BCF FACTORY OR, FOR A REASONABLE ALLOWANCE, AT ANOTHER PLACE AND AUTHORIZED IN WRITING BY BCF ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF ANY PARTS TO OPERATE PROPERLY, ARE HEREBY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COMMERCIAL LOSS OR ANY OTHER TYPE OF DAMAGES, GENERAL OR SPECIFIC, FORESEEN OR UNFORESEEN, UNLESS APPLICABLE STATE LAW PROVIDES OTHERWISE.

DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS. BCF MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO BCF PRODUCTS WHETHER AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. NO ONE, OTHER THAN BCF IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF BCF.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR EXTENDED USE ARE LIMITED TO WARRANTY PERIODS STATED ABOVE, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.

The undersigned dealer, by signing this manufacturer's Limited Warranty, states that he/she has informed and explained to the purchaser all limited warranty and claim procedures and will submit within ten (10) days the form to:

Bliek's Custom Fab
201 Commerce Street
Hull IA, 51239
ATTN: Body Warranty Information

2019 Model Year **Ford Warranty Guide**

(Except F-650/750, Hybrid and Electric Vehicles)



owner.ford.com



ford.ca

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Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States:	In Canada:
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) (TDD for the hearing impaired: 1-800-232-5952) www.owner.ford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) www.ford.ca
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	In Puerto Rico:
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.ford.com.pr
In Middle East:	
Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: menacac@ford.com www.me.ford.com	



Welcome To Midwest Fire



Building Relationships For 30 Years



Midwest Fire Equipment and Repair Company has been manufacturing high-quality fire rescue vehicles in the United States since 1987.

We incorporate new technologies and creative design features into each truck we manufacture to ensure that it is among the most innovative and functional apparatus on the market.



● Building Relationships For 30 Years



We have a long tradition of reaching out to fire departments that share our business values. We devise custom solutions in order for our products to meet the particular needs of each of our customers.

● We inspect each apparatus throughout its entire manufacturing process to ensure the highest level of quality and craftsmanship. We also provide reliable service and competitive warranties for each truck that leaves our facility.



All-Poly® Series Tanker-Pumper



Standard Equipment:

- All-Poly® body and tank construction with lifetime warranty
- All-Poly® T style tank with full hose bed with available capacities of 1,500 to 4,000 gallons with a low center of gravity and optimized weight distribution
- Extruded aluminum rub-rails
- "Sweep out" style compartments, including door activated LED lighting, dry decking, and floor drains
- Anodized aluminum roll-up doors
- Class 1 Es-Key multi-plex system
- NFPA compliant warning lights and striping
- Direct tank fill
- Newton 10" stainless steel dump valves
- Portable tank carrier and tank



All-Poly® Series Tanker-Pumper



Optional Equipment:

- Various pump and plumbing configurations available
- Electric dump valves and portable tank carrier
- Hose reels, Monitors, Foam Systems
- Pump house heater and heat pan
- Hose trays, hose cross-lays and hose compartments
- Hard suction hose and ladder carriers
- Multiple compartment configurations
- SCBA holders and brackets
- Rear view camera
- Multiple lighting and siren options available
- Tire Chains, Extended Front Bumpers, Winch
- Air and battery conditioner
- More Customized Options Available

All-Poly® Series Pumper



Standard Equipment:

- All-Poly® body and tank construction with lifetime warranty
- 1000 gallon POLY tank with optional foam cell
- Stainless steel or aluminum pump-house super-structure
- “Sweep Out” style compartments with adjustable shelving
- Internal ladder, hard suction and pike poles storage
- Various pump and plumbing configurations available (capacities up to 2000 GPM)
- Anodized aluminum roll-up doors
- LED lighted footsteps and compartments
- Full length hose bed and pre-connect cross lays
- Over 300 cu. ft. storage space
- NFPA compliant warning lights and striping
- Class 1 ES-Key Multiplexing system



All-Poly® Series Pumper



Optional Equipment:

- Hose reel options
- Extended front bumper with pre-connects
- Deck gun / Remote control monitor
- Class A foam system
- LED Telescoping lights
- Generator
- LED tank level gauges
- SCBA spare bottle compartments
- Winch
- More Customized Options Available

Quick-Attack Series



Equipment Options:

- All-Poly® body and tank with lifetime warranty
- 150-300 Gallon poly tank with optional foam cell
- 100-700 GPM engine driven pump options
- "Sweep Out" style compartments with LED lighting
- Anodized Aluminum Roll-Up Doors
- Aluminum rub rails
- NFPA compliant warning lights and striping
- Monitor and foam system options
- LED Telescoping lights
- Rear receiver hitch, winch, tow ring
- Hose reel options
- Emergency siren and speaker
- More Customized Options Available



Brush Truck Series



Equipment Options:

- Aluminum body construction
- 150-500 gallon poly tank with optional foam cell
- 100-700 GPM engine driven pump options
- Multiple storage compartment configurations
- Transverse front compartment
- NFPA compliant warning lights and striping
- Emergency Siren & Speaker
- Spring mounted body
- Upper dunnage storage
- Monitor and foam system options
- Hose Reel Options
- LED Telescoping lights
- Rear receiver hitch, winch, tow ring
- Suspension lift kits with super single tires
- More Customized Options Available





ALL•POLY® TYPE 3

Midwest Fire Equipment & Repair Company manufactures high-quality fire apparatus to serve your community for decades. Operating with a neighborly style and Midwestern values, our skilled team of professionals work to design the most versatile, high value fire apparatus to aid firefighters in the protection of life and property.



Standard Features:

- All-Poly® Body & Tank with Lifetime Warranty
- 500 to 750 Gallon Poly Tank with Optional Foam Cell
- "Sweep Out" Style Compartments w/ Adjustable Shelves
- Internal Suction Hose Storage
- Side Control PTO Pump, 500 to 1500 GPM
- All-Poly® Swing Doors
- LED Lighted Footsteps and Compartments
- Full Length Hose Bed and Pre-Connected Cross Lay
- NFPA Compliant Warning Lights and Striping
- Class 1 ES-Key Multiplexing System
- Stainless Steel Plumbing

Options:

- Auxiliary Engine Driven Pump
- Ladder Storage
- Foam System
- I-Zone Interface Brackets
- Additional Hose Reel
- Permanent or Portable Winch
- Front and Rear Ground Sweeps
- Remote Monitor
- Chassis Step Storage
- Multiple Discharge Options
- Roll-Up Doors



info@MidwestFire.com • 901 Commerce Road • P.O. Box 524 • Luverne, MN 56156
MidwestFire.com • 1.800.344.2059

DRIVER SIDE (STREET SIDE) VIEW

PRECONNECTED HOSE REEL AND CROSSLAY

WHEELIE JUSTICE SERIES LIGHT BAR

INTERNATIONAL HV507 CREW CAB CHASSIS

MONITOR ON EXTENDED FRONT BUMPER

GOODYEAR

RUSSMAUL

EIGHT (8) CHASSIS STEP LIGHTS
FOUR (4) EACH SIDE

NIFA COMPLIANT WHEELIE LED WARNING LIGHT PACKAGE & SIREN/SPAKER

WHEELIE 295L SIREN

FRONT HITCH AND TOW PLATE

NIFA COMPLIANT 500 GALLON POLYPROPYLENE TANK
(LIFETIME WARRANTY)

TWO (2) WHEELIE C9 SCENE LIGHTS
ONE (1) EACH SIDE

FOUR (4) WHEELIE C9 WARNING LIGHTS
ONE (1) EACH SIDE
TWO (2) REAR

DAILEY 500 JVP PUMP

SLAM-DOOR STYLE COMPARTMENTS
58" WIDE X 44" TALL OPENING
64" WIDE X 47" TALL X 25" DEEP MAX DIMENSIONS

FOUR (4) SCBA SPARE BOTTLE COMPARTMENTS

407 WIDE X 61" TALL OPENING TRANSVERSE REAR COMPARTMENT

TWO (2) TOW EYES

SIX (6) LED GROUND LIGHTS
THREE (3) EACH SIDE

FOUR (4) WHEELIE C4 LED INTERSECTION LIGHTS
TWO (2) EACH SIDE

GOODYEAR

Diagram illustrating the rear view of a fire truck chassis, highlighting various components and their locations:

- ALUMINUM TRAILER HOSE RED COVERS
- TWO (2) COMPARTMENTS FOR 9' SUCTION HOSE
- VINYL FLAPS COVER SIDE SECTIONS
- SLAM-STYLE DOOR FOR CENTER SECTION
- TWO (2) WHEEL CASCINE LIGHTS
- NFPA COMPLIANT GRAB RAIL
- 2-1/2" DISCHARGE
- NFPA COMPLIANT LED DOT LIGHTING
- NFPA COMPLIANT LED LIGHTED FOLDING STEPS
- NFPA COMPLIANT RED AND YELLOW CHEVRON STRIPPING
- SLAM-STYLE DOORS TO TRANSVERSE REAR COMPARTMENT 36" WIDE X 44" TALL OPENING
- REAR RECEIVER HITCH
- TOP-DOWN STYLE STEP
- AD-POLY
- ADP (3) STEP

Diagram illustrating the layout of the hose bed and dunnage area on a truck chassis. The diagram shows the truck chassis with the hose bed and dunnage area. Labels indicate the DUNNAGE AREA, FILL TOWER, and HOSE BED COVERS HIDDEN TO SHOW LAYOUT.

This technical drawing illustrates the side profile of a truck chassis with various dimensions and labels:

- Overall Dimensions:**
 - Total length: 326 [27'-2"] EST LENGTH
 - Wheelbase (WB): 182"
 - Front overhang: 24"
 - Rear overhang: 63" CA
 - Height at rear: 110"
- Vertical Dimensions (from ground level):**
 - 92" [7'-8"] HOSE BED
 - 78" [6'-6"] STEP
 - 72" [6'-0"] REFERENCE
 - 64" [5'-4"] STEP
 - 50" [4'-2"] STEP
 - 36" [3'-0"] TAIL BOARD
 - 24" [2'-0"] STEP
 - 0"
- Other Labels:**
 - HOSE WELLS AND 1-1/2" DISCHARGE IN EXTENDED BUMPER
 - STORAGE COMPARTMENT APPROX 35" WIDE X 13" TALL X 15" DEEP
 - GOODYEAR tires
 - 20.4° angle at rear wheel well
 - 34.9° angle at front wheel well
 - 2" gap between rear body and frame
 - 4" gap between front body and frame



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Professional Assistance



Brett Jensen
VP General Manager



Jeff Bowen
Account Representative



Joe Hlushak
Project Manager



Joseph Juhl
Account Representative



Newt Johnson
Account Representative

Communication throughout the entire process of bidding and purchase of the fire apparatus will be between you and our expert Sales Representatives. During the construction and pick-up of your fire apparatus you will work directly with our Project Managers, Joe Hlushak and Don Kalass.

Our direct communication between customer and manufacturer provides immediate response and eliminates the guess work. By having assigned contacts through the entire process, you can feel confident that the project is handled professionally with continuous and personal focus.



Pump Configurations



Top-Control

"Top-Control" pump with top-control pump operator panel: the pump operator's panel shall be top mounted to allow 360-degree visibility



Side-Control

"Side-Control" pump with hose cross-lay: hose cross-lay above the pump house shall be an area for pre-connected hose cross-lays and/or hose storage



Side-Mount

Available with the Hale AP50 500 GPM or MBP 750 GPM PTO driven pump

"Side-Mounted" style pump module is the ideal solution for applications such as small compact tanker-pumpers where shorter wheelbase is required.



Notched

Available with PTO driven pumps only

"Notched" style pump house: the tank is "notched" and the pump and pump house is installed below the tank. This exclusive "notched" tank design for shorter wheelbase.

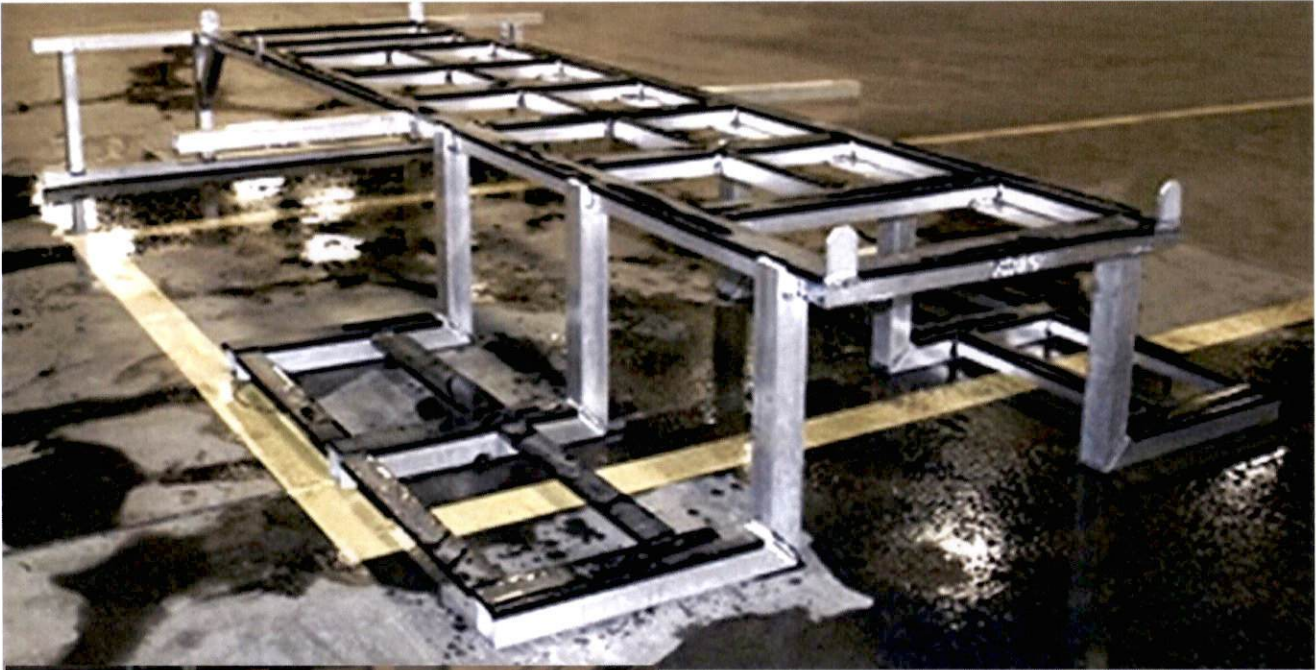


Portable

"Portable" pump permanently mounted inside locker



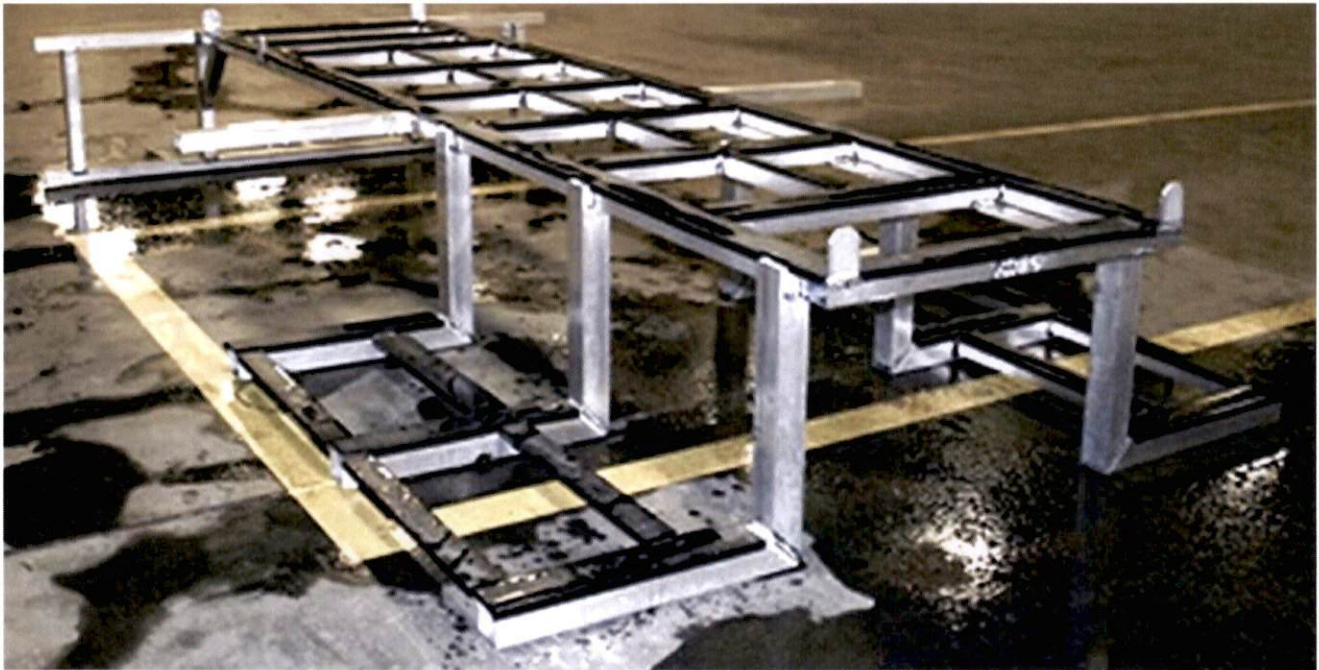
Body & Tank Cradle



High strength material is used in our “reverse shoulder” construction to create full body support for the heaviest items you can carry and maximum durability. The upper portion of the cradle is specifically designed to meet the strict guidelines for tank support as presented by the tank manufacturer.

The weight bearing cradle for the tank and outer body compartments is constructed of welded tubular steel. Longitudinal supports are 2.0” x 3.0” with interior lateral supports of 2.0” x 4.0” and 2.0” x 2.0” in configurations that are designed specifically for the type of tank and tank size.

Body & Tank Cradle



A rubber isolating strip is placed on each support of the cradle that contacts the tank. This separation protects the tank from potential wear created by chassis twist and tank movement.

Body and/or cradle fabrication begins on specially designed jigs. The jigs ensure the body is square and built exact to the dimensions and compartment layout as called for.

Body & Tank Paint



Paint process takes place in our state of the art painting booths according to the exact guidelines of PPG by certified paint specialists.

Base coat/clear coat process is completed by a bake process that creates a harder and more scratch-resistant surface.

Machine-finished prior to assembly of complete apparatus.

Backed by a 10-year paint warranty.



All-Poly® Body & Tank



All-Poly® body & tank design allows for maximum customization.

Made from high quality, $\frac{3}{4}$ " copolymer polypropylene and more impact resistant than steel or aluminum, our All-Poly® tanks and bodies are constructed with leak-proof extrusion welds that are guaranteed never to rust or corrode.

Capable of holding up to 4,000 gallons and built with a low center of gravity means that you will deliver large amounts of water safely and efficiently. Better yet, All-Poly® tanks and bodies come with a lifetime warranty.



Quality Control



The procedures followed by the Midwest Fire crew ensures that company quality control is followed. Inspections are conducted throughout the assembly processes, specifically: electrical, paint, body set-up, body construction and plumbing.

At the time of completion a final inspection takes place according to **UL guidelines**. This rigorous (approx. 5hrs) in-house test provides complete confidence in the overall safety, quality and operation of the fire apparatus.



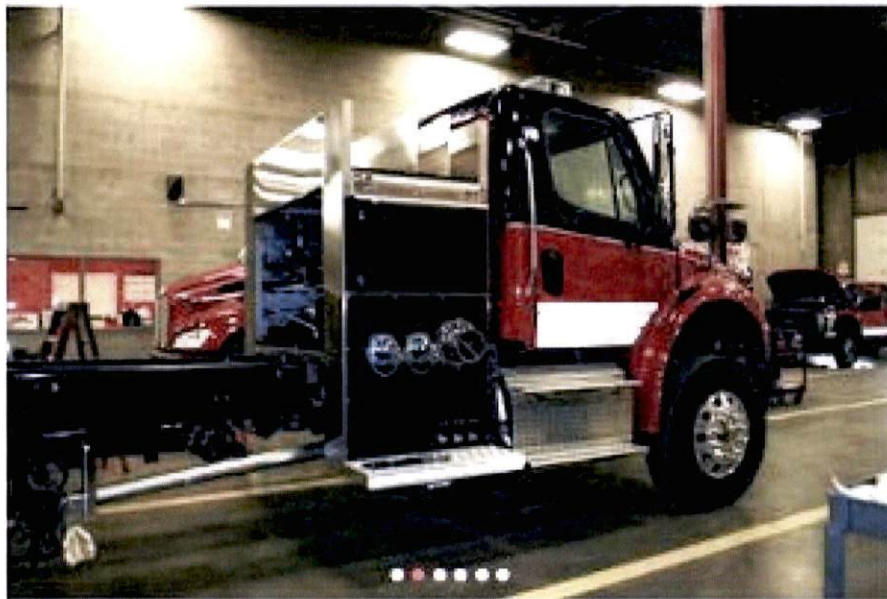
Weekly Progress Report



North Whidbey Fire and Rescue

Job #2616
All-Poly PT2 2500

Now
12



Previous Image

Next Image

Once production has begun, a weekly posting is made so you can follow the progress.

Progress reports can be accessed with a personalized account.



Customer Inspection & Training



Training to our customer includes a review of specifications to ensure compliance. Additionally, this review ensures the fire apparatus is built and operates to the satisfaction of our customer. This process includes training in the operation of the individual components of the fire apparatus as well as the complete vehicle. It will also include a review of warranty and arrangements for service of the product once the apparatus is in your possession.

Showroom



THE SHOWROOM – Ready for the Customer!



Proud Partnerships & Memberships



FEMA



HGACBuy
THE SMART PURCHASING SOLUTION





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Erin Reilly
Boen & Associates, Inc.	PHONE (A/C, No, Ext): (605) 336-0425 FAX (A/C, No): (605) 336-8187
307 W. 41st Street	E-MAIL ADDRESS: erinr@boenassociates.com
PO Box 89010	INSURER(S) AFFORDING COVERAGE
Sioux Falls SD 57105	INSURER A: United Fire & Casualty Company NAIC # 13021
INSURED	INSURER B: USLI
Rock River Industries, LLC, DBA: Midwest Fire Equipment & Repair Co.	INSURER C:
901 Commerce Rd	INSURER D:
PO Box 524	INSURER E:
Luverne MN 56156	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 20/21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60518009	08/09/2020	08/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60518009	08/09/2020	08/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 100,000			60518009	08/09/2020	08/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60518009	08/09/2020	08/09/2021	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Employment Practice Liability			EPL1569999	08/09/2020	08/09/2021	250,000/1,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MIDWEST FIRE





File Attachments for Item:

2. Resolution - A Resolution Of The City Council Authorizing The Award Of Grants From The Tax Increment Financing District Funds Pursuant To The Lura Large Grant Request Program For Eligible Applicants And Improvements.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE
AWARD OF GRANTS FROM THE TAX INCREMENT FINANCING DISTRICT
FUNDS PURSUANT TO THE LURA LARGE GRANT REQUEST PROGRAM FOR
ELIGIBLE APPLICANTS AND IMPROVEMENTS.**

WHEREAS, the City of Laurel approved a Large Grant Request Program proposed by the Laurel Urban Renewal Agency (LURA) through Resolution No. R15-08; and

WHEREAS, a number of property owners prepared and submitted applications seeking grant funding through the Large Grant Request Program for their respective projects; and

WHEREAS, as provided in the Meeting Minutes (attached hereto and incorporated herein), the LURA Board reviewed and considered all of the applications submitted and recommends the City Council's approval and award of large grants to the Applicants in the following amounts:

- | | | |
|----|--|--------------|
| 1. | Carl Jones -Laurel Auto Clinic: | \$75,894.00 |
| 2. | Don Smarsh – Dynamic Designs: | \$23,208.00 |
| 3. | Daniel Nease – Emerald HVAC: | \$6,475.00 |
| 4. | Eric Harkins – Laurel Ford: | \$145,832.00 |
| 5. | Marvin Carter – Fraternal Order of Eagles: | \$11,640.00 |
| 6. | Nadine Horning – Rapid Tire: | \$11,905.00 |

WHEREAS, all the applicants, applications and projects are eligible for grant assistance and LURA recommends approval and funding of the same in the amounts provided herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Applicants listed herein are hereby approved for large grants pursuant to the Large Grant Request Program in the amounts provided herein to be paid from the City's Large Grant Request Program, Tax Increment Financing District Fund.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2021.

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

LURA Large Grants 2021								Funding Avail:	
Applicant	Project	Application Date	Start Date	Completion Date	Initial Requested Amount	Working Amount 1 (50%)	LURA Working Amount	LURA Awarded Amount	City Council Awarded Amount
Carl Jones	Laurel Auto Clinic - abatement and demolition of existing residence on the property. Mmove and construct bathrooms into the automotive shop and redesign the waiting room and office area	4/15/2021	3/1/2021	12/31/2021	\$ 228,250.00	\$ 114,125.00	\$ 75,893.13	\$ 75,894.00	
Don Smarsh	Dynamic Designs - Roof Replacement, Back parking lot replacement, installation of handicap ramp and door at front of building	5/24/2021	3/1/2021	11/1/2021	\$ 46,415.89	\$ 23,207.95	\$ 23,207.95	\$ 23,208.00	
Daniel Nease	Emerald HVAC - Removal and replacement of sewer piping and install new liner, involving interior and exterior excavation	5/27/2021	7/1/2021	12/31/2021	\$ 12,950.00	\$ 6,475.00	\$ 6,475.00	\$ 6,475.00	
Eric Harkins	Laurel Ford - Repair and Replace shop insulation, replace and upgrade asphalt surfacing of lot and landscaping, remove and replace flooring in customer kitchen/lounge area, install EV Charging stations at front parking area	5/28/2021	10/1/2021	9/1/2021	\$ 438,591.77	\$ 219,295.89	\$ 145,831.76	\$ 145,832.00	
Marvin Carter	Fraternal Order of Eagles - Remodel the back bar area including cooler, new shelves, mirros, electrical system, plumbing, ceiling and floor replacement, painting and carpentry	5/14/2021	7/1/2021	10/1/2021	\$ 23,280.00	\$ 11,640.00	\$ 11,640.00	\$ 11,640.00	
Nadine Horning	Rapid Tire - Beautify the corner of West Railroad st and S. 1st Ave, Landscape lawn and weeds, add plants and trees, install cement slab seating for pedestrians	6/1/2021	6/1/2021	11/1/2021	\$ 23,809.00	\$ 11,904.50	\$ 11,904.50	\$ 11,905.00	
Total:					\$ 773,296.66	\$ 386,648.33	\$ 274,952.33	\$ 274,954.00	\$ -



**MINUTES
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
MONDAY, JUNE 21, 2021
11:00 AM
CITY COUNCIL CHAMBERS**

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

1. Roll Call

The Planning Director called the Meeting to order at 11:02AM.

Mardie Spalinger
Janice Lehman
Daniel Klein
Michelle DuBois
Don Smarsh
Nick (City of Laurel)
Linda Frickel (arrived at 11:05)

Dianne Lehme (BSEDA)
Richard Herr
Marvin Carter

General Items

2. Approve Meeting Minutes: April 19, 2021

Members Reviewed the minutes from April 19, 2021.

Don Motioned to approve the Minutes from the meeting on April 19, 2021.
Mardie Seconded.
Motion Carried.

New Business

Nick presented a brief overview of the grants. Discussed the grant for High Plains Brewing and his recommendation for inclusion.

Daniel motioned to remove the grant application for High Plains Brewing from consideration.
Mardie Seconded.
Motion Carried.

Nick presented the Large Grants and his recommended amounts of approval. Members discussed the length of time for the grants and eligibility.

Daniel asked Don whether he would be okay with holding off on approval on the grant for Dynamic Designs as he is a voting member and recusal would negate the quorum of the meeting.

Could we hold an additional meeting to amend the Large Grants to include Dynamic Designs?

The Applicant approved of waiting until a full meeting of the LURA Board to have his grant approved.

Members asked if there are options for providing options for attending digitally (via Zoom or otherwise)

3. Large Grant Application: Laurel Auto Clinic

Members reviewed the grant request and the spreadsheet.

Daniel Motioned to approve the Large Grant Application for Laurel Auto Clinic totaling \$75,894.00.

Don Seconded.

Motion Carried.

4. Large Grant Application: Fraternal Order of Eagles

Members reviewed the grant request and the spreadsheet.

Discussion of the grant with the Applicant Marvin Carter on timeline and contractors.

Hope to get it started after the Fourth of July holiday.

Mardie said that the Eagles have done good work on the outside.

Marvin Carter said that the internal ceilings need to be fixed. There are a couple of ceilings that need replacing and improving. This grant would assist with that work.

Mardie Motioned to approve the Large Grant Application for the Fraternal Order of Eagles for \$11,640.

Daniel Seconded.

Motion Carried.

5. Large Grant Application: Laurel Ford

Members reviewed the grant request and the spreadsheet.

Discussion of Electric Chargers and if they are allowable.

Nick treated them as Energy Efficiency and Infrastructure improvements.

Discussion of site ownership and leasing for receiving grant funds.

Nick provided additional information on who is eligible to receive funds.

Daniel Motioned to approve the Large Grant Application for Laurel Ford totaling \$145,832.00.

Don Seconded.

Motion Carried.

5. Large Grant Application: Rapid Tire

Members reviewed the grant request and the spreadsheet.

Members discussed that the Rapid Tire Grant fits the need for the district, landscaping, site work, and blight removal. This grant will make a big difference in aesthetics.

Mardie Motioned to approve the Large Grant Application for Rapid Tire totaling \$11,905.00.
Don Seconded.
Motion Carried.

Members discussed the Railroad Overpass. Is the State done with the restoration work on the sidewalks?
The Stucco work?

The project appears to be completed at this time. It was meant to strengthen the walls and structurally improve it.

7. Large Grant Application: Emerald HVAC

Members reviewed the grant request and the spreadsheet.

Don Motioned to approve the Large Grant Application for Emerald HVAC totaling \$6,450.00.
Mardie Seconded.
Motion Carried.

8. Large Grant Application: Dynamic Designs

Daniel suggested Tabling the application for Dynamic Designs until a proper quorum can be convened.

The Members agreed.

The Large Grant Application for Dynamic Designs has been tabled until the proposed meeting on June 28th.

9. Large Grant Application: High Plains Brewing

Members removed the Large Grant Application for High Plains Brewing from consideration. The applicant has been notified that he will be able to re-apply during the next large grant cycle.

Old Business Other Items

Dianne Lehme of BSEDA was present. She suggested having Laurel consider the ARPA funding that is coming out. This is specifically for Water and Sewer Projects. TIFs and TEDD districts are eligible to receive funding. They do not require specific matching funds but they would prefer to see it. The applications are not as detailed as other ones are. The Largest amount able to be requested is \$25 million. Eligible projects include drainage systems and storm water.

Nick remarked that they have been working with KLJ to come up with projects.

Richard Herr said it would be important to look westward by the interchange and to expand westward.

The City could apply for multiple projects (WL Interchange, TIF District, etc.)

This funding is also able to be matched with Federal dollars (NOT a normal situation).

Nick mentioned that the City is also looking at other funding sources such as Coal Board in order to get projects done.

The Coal Board was recently reorganized and may look at Laurel and Yellowstone County differently.

Members discussed possible eligibility of projects and how the Ditch improvement would Richard suggested appointing a Vice Chair. Nick placed the item on the agenda for June 28th.

Announcements

10. Adjourn

The next meeting is scheduled for June 28, 2021.

Mardie Motioned to Adjourn.

Daniel Seconded.

Meeting Adjourned at 12:20pm.

11. Next Meeting: July 19, 2021

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

DATES TO REMEMBER



**AGENDA
CITY OF LAUREL
LAUREL URBAN RENEWAL AGENCY
MONDAY, JUNE 28, 2021
11:00 AM
CITY COUNCIL CHAMBERS**

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

1. Roll Call

The Chair Called the meeting to order at 11:00am

Mardie Spalinger,
Janice Lehman
Dennis Eaton
Don Smarsh
Judy Goldsby
Nick Altonaga (City of Laurel)

General Items

2. Approve Meeting Minutes: June 21, 2021

Don Motioned to approve the meeting minutes from June 21, 2021.
Mardie Seconded.
Motion Carried.

3. Large Grant Program 2021 - Amendments

Nick presented the outstanding grant application for Dynamic Designs (\$23,208.00).

Don has been working with Kurt Markegard with Public Works getting the encroachment permit completed for the handicap ramp. It has been a long process due to getting all the information together from the different contractors. KM has provided all the requirements. The roof is so bad that it cannot be patched. Needs a full replacement. Will be done by US Roof. Concrete work to be done by MKM. Drainage, and rear work is important to not have flooding when it rains. Door to be done by Associated Glass.

Mardie motioned to approve the Large Grant Application for Dynamic Designs totaling \$23,208.00.
Dennis Seconded.
Motion Carried.

New Business

3. LURA Small Grant: Main St. Perk Sign Grant

Nick presented the

Don Motioned to approve the Sign Grant for Main Street Perk totaling \$445.00.

Mardie Seconded.
Motion Carried.

4. LURA Small Grant: The Front Porch

Mardie Motioned to approve the General Small Grant Application for the Front Porch totaling \$2,448.51.

Don Seconded.
Motion Carried.

5. LURA Small Grant: Laurel Ford Sign Grant

Members reviewed and discussed the sign grant for Laurel Ford. Nick provided information about the Large Grant that was approved last week and this request. They are separate requests, with this not having been duplicated.

Don Motioned to approve the Sign Grant for Laurel Ford totaling \$3,000.
Dennis Seconded.
Motion Carried.

Old Business

Discussion of ARPA funding, and other projects.

Dennis provided some information on the issues on the South Side. There is no drainage at all. Speed from truck traffic has been a big issue, as well as speed along those streets. Points discussed included:

- Street Widening and citizen pushback.
- Drainage within the whole area.
- Parking concerns.
- Industrial traffic from CHS refinery.
- Speed from industrial traffic and other visitors

Members discussed:

- Discussion of ARPA funds and the different rounds of funding available.
- Difficulties with procuring engineers and construction companies.
- Do we know who have applied for grants?
- Other grants available from Coal Board and others.
- Need to have more training and certification programs ready for people.

Other Items

Don brought up what limits we should place on applicants? A limit on requested amounts?

How do we weigh the application and requested amounts?

Nick asked if we should cap the lifetime amount someone can award? Or if we should cap the amount of funds being applied for?

Dennis asked whether we SHOULD tie LURA funds to the incremental amounts paid into the district?

Dennis – Everybody gets some. Should we have a system to better consider projects?

The smaller, regular businesses should have a priority over the larger conglomerates who have money to spend.

Public-facing improvements. (Entrance, façade, public spaces, etc.)

Don mentioned that he has had conversations with people to open new businesses (restaurant, brewery, etc.) and didn't know where to start. He has mentioned LURA to them as a way to get help with start-up costs and other major costs.

Announcements

Chair adjourned the meeting at 12:01pm.

Next Meeting: July 19, 2021

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

DATES TO REMEMBER



LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. **20-0220-113212**

OFFICE USE ONLY	
RECEIVED APR 15 2021 BY: <i>[Signature]</i>	
LURA REVIEW	DATE <i>6/21/21</i>
PLANNER REVIEW	DATE
CITY COUNCIL	DATE

Grant Application

- ☐ Small Grant (up to \$5,000)
☐ Technical Assistance Grant
☐ Façade Grant
☐ Signage and Awning Grant (Up to \$3,000)
☒ Large Grant (Greater than \$5,000)

Applicant Name (Last, First Middle) Jones, Carl Levi		Applicant Phone (406) 628 - 1299	
Applicant Mailing Address (Street, City, State Zip) 619 E Main Street, Laurel, 59044		Applicant E-Mail Address laurelautoclinic@gmail.com	
Business Name Laurel Auto Clinic		Laurel Business License Number 1967	
Business Physical Address (Street, City, State Zip) 619 E Main Street, Laurel, 59044		Business Phone (406) 628 - 1299	
Business Activities (i.e. retail, office, etc.) Automotive Repair			
Business Owner Name (Last, First Middle) <input checked="" type="checkbox"/> Same as Applicant		Business Owner Phone () -	
Business Owner Mailing Address (Street, City, State Zip)		Business Owner E-Mail Address	
Building Frontage (building length along a public street) 107 feet	Building Height (number of stories defined by current code) 20 feet 1 stories	Historical District Building <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date Approved / /			
Property Legal Description (i.e. assessor parcel number) LAUREL REALTY SECOND SUBD, S09, T02 S, R24 E, BLOCK 14, Lot 1 - 4			
Property Legal Owner and Contact Information GOLDSBY, JUDITH ANN CB Contract Buyer			

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature <i>[Signature]</i>	Date (MM/DD/YYYY) <i>6/14/21</i>
---	-------------------------------------

**INCOMPLETE APPLICATIONS
SHALL BE RETURNED**

Application processing time is a minimum of 60 business days.

Return Completed Applications To:
Laurel Urban Renewal Agency (LURA)
ATTN: City Planner
PO Box 10
Laurel, MT 59044
(406) 628-7431

Applicant Initials *CL*

Page 1 of 5

Previous Applications (if any)	Date	Control No.	Approved
Technical Assistance Grant	3 / 19 / 2021		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

Automotive Repair. Brakes, engine work, tune ups, transmission service, electrical diagnostics

Brief Description of Project.

Abatement and demolition of existing residence on the property. Move and construct bathrooms into the automotive shop and redesign the waiting room and office.

Brief Description of Project Time Line.

All construction should be complete in 2021. Specific timing dependent on contractors.

Explain how the project will support and/or improve the down town district.

Remove blight from existing residence. This is phase one of a two phase project that will eventually increase the amount of automotive bays available. The expansion of the business will allow us to serve more residents of Laurel, giving them options and availability to repair their vehicles. We will also be able to employ more people within the community once expansion is complete.

What type(s) of development and/or physical improvements are being considered?

Phase I will remove the old residence that is in disrepair. Phase I will also expand and improve the existing waiting room. We will install new windows in the building, and put in two restrooms that customers and employees can access. An office space for personnel will also be added.

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
Collaborative Design Architects 2280 Grant Road, Suite C Billings, MT 59101	Jones Construction 123 Regal St. Billings, MT 59101

What type of general Small Grant is needed?	MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____,____.____	\$____,____.____
<input type="checkbox"/> Walls (interior)		\$____,____.____	\$____,____.____
<input type="checkbox"/> Roof, Ceiling		\$____,____.____	\$____,____.____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____,____.____	\$____,____.____
<input type="checkbox"/> Insulation		\$____,____.____	\$____,____.____
<input type="checkbox"/> Programmable Thermostats		\$____,____.____	\$____,____.____
<input type="checkbox"/> Solar Panels and Systems		\$____,____.____	\$____,____.____
TOTAL:		\$____,____.____	\$____,____.____

What type of **Small Grant** is needed?

	Hours (up to 30 total)	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Technical Assistance			
<input type="checkbox"/> Architectural/Design Fees	_____	\$____,____.____	\$____,____.____
<input type="checkbox"/> Landscape/Hardscape Design Fees	_____	\$____,____.____	\$____,____.____
<input type="checkbox"/> Feasibility Study Fees	_____	\$____,____.____	\$____,____.____
<input type="checkbox"/> Building Permit Fees	_____	\$____,____.____	\$____,____.____
 <input type="checkbox"/> Facade Grant			
<input type="checkbox"/> Water Cleaning		\$____,____.____	\$____,____.____
<input type="checkbox"/> Prepping and Painting		\$____,____.____	\$____,____.____
<input type="checkbox"/> Window Replacement/Repair		\$____,____.____	\$____,____.____
<input type="checkbox"/> Door Replacement/Repair		\$____,____.____	\$____,____.____
<input type="checkbox"/> Entry Foyer Repairs		\$____,____.____	\$____,____.____
<input type="checkbox"/> Exterior Lighting		\$____,____.____	\$____,____.____
<input type="checkbox"/> Façade Restoration/Rehabilitation		\$____,____.____	\$____,____.____
<input type="checkbox"/> Landscape/Hardscape Improvements		\$____,____.____	\$____,____.____
 <input type="checkbox"/> Signage and Awning Grant			
<input type="checkbox"/> Signage		\$____,____.____	\$____,____.____
<input type="checkbox"/> Awning		\$____,____.____	\$____,____.____
 TOTAL:		\$____,____.____	\$____,____.____

What type of **Large Grant** is needed?

LURA Funds

Applicant Funds

	MCA	Requested	Committed
<input checked="" type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$ <u>21,670.00</u>	\$ <u>43,340.00</u>
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$ _____	\$ _____
<input checked="" type="checkbox"/> Public Utilities			
<input checked="" type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$ <u>3,025.00</u>	\$ <u>6,050.00</u>
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(n4)	\$ _____	\$ _____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$ _____	\$ _____
<input checked="" type="checkbox"/> Structural Repair			
<input checked="" type="checkbox"/> Flooring		\$ <u>89,430.00</u>	\$ <u>178,860.00</u>
<input checked="" type="checkbox"/> Walls (interior)		\$ _____	\$ _____
<input checked="" type="checkbox"/> Roof, Ceiling		\$ _____	\$ _____
<input type="checkbox"/> Energy Efficiency Improvements			
<input checked="" type="checkbox"/> LED Lighting (interior) Included in Structural Repair		\$ _____	\$ _____
<input checked="" type="checkbox"/> Insulation Included in Structural Repair		\$ _____	\$ _____
<input type="checkbox"/> Programmable Thermostats		\$ _____	\$ _____
<input type="checkbox"/> Solar Panels and Systems		\$ _____	\$ _____
TOTAL:		\$ <u>114,125.00</u>	\$ <u>228,250.00</u>

Application Checklist

- ☒ Application
- ☒ Copy of Laurel Business License
- ☒ Copy of Historical Building Verification form from Yellowstone County Historic Preservation Office
- ☒ Copy of Estimates or Paid Invoices from Applicant's Vendor (Work performed by the applicant, business owner, property owner, or employee shall not be accepted for any grant project.)
- ☒ Copy of Plans and Sketches (hand drawn will not be accepted)
- ☒ Copy of Supporting Documentation
- ☒ Photos (Before and After)
- ☒ Project Description
- ☒ Project Time Line

✓ *Submission of a W9 is required prior to reimbursement of grant funds*

Applicant Initials

CD

Page 5 of 5

Costs Broken out for Grant

	LURA Funds Requested	Applicant Funds Committed
<u>Demolition/Abatement of Structure for Removal of Blight</u>		
- Asbestos Survey	\$ 1,200.00	\$ 2,400.00
- Demolition of Residence	\$ 18,500.00	\$ 37,000.00
- Jones Construction Profit and Overhead 10%	\$ 1,970.00	\$ 3,940.00
Sub Total	\$ 21,670.00	\$ 43,340.00
 <u>Public Utilities</u>		
Water, Wastewater, Storm Water		
- Site Utilities (sewer line)	\$ 2,750.00	\$ 5,500.00
- Jones Construction Profit and Overhead 10%	\$ 275.00	\$ 550.00
Sub Total	\$ 3,025.00	\$ 6,050.00
 <u>Structural Repair</u>		
- Exterior Improvements	\$ 13,150.00	\$ 26,300.00
- Interior Improvements	\$ 39,050.00	\$ 78,100.00
- General Conditions & Labor	\$ 28,500.00	\$ 57,000.00
- Permits	\$ 600.00	\$ 1,200.00
- Jones Construction Profit and Overhead 10%	\$ 8,130.00	\$ 16,260.00
Sub Total	\$ 89,430.00	\$ 178,860.00
 Grand Total	\$ 114,125.00	\$ 228,250.00

City of Laurel

Business License

Fiscal Year July 1, 2020 to June 30, 2021

HAVING PAID THE SUM SHOWN BELOW TO THE CITY OF
LAUREL IN ACCORDANCE WITH THE CITY LICENSE
ORDINANCE, YOU ARE HEREBY LICENSED TO PERFORM
THE BUSINESS OR OCCUPATION LISTED HEREON:

License Number: 1967
Fiscal Year: 2020-21

License granted to:

MEL'S AUTO CLINIC
619 E. MAIN STREET
LAUREL MT 59044



GENERAL BUSINESS LICENSE

37.50

Fee Total: 37.50


City Official's Signature

Date Issued: 3/16/21



123 Regal Street, Billings, Montana 59101
Phone (406) 252-6298 * Fax (406) 252-4385

LAUREL AUTO CLINIC
CONCEPTUAL BUDGET
4/7/2021

Demolition - includes existing house, basement, removal of fence, shed and backfill of basement to existing grade	\$ 37,000.00
Asbestos Survey - Asbestos abatement is excluded, price to be determined once survey is complete	\$ 2,400.00
Site Utilities - Rework existing sewer line to service shop. Allowance	\$ 5,500.00
Exterior Improvement - rework including entry ramp and stairs, new windows, entry door & infill of existing overhead door.	\$ 26,300.00
Interior Improvements - Provide men's and women's single bathroom, waiting area and office. Floor to be sealed concrete, ceiling to be Acoustical Ceiling tile, walls to be painted drywall. New LED lay in lighting & split system HVAC system are included.	\$ 78,100.00
General Conditions & General Labor	\$ 57,000.00
Permits	\$ 1,200.00
Subtotal	\$ 207,500.00
Profit & Overhead	\$ 20,750.00
Total Estimated Cost	\$ 228,250.00
Architectural & Engineering Fees	\$ Excluded
Northwestern Energy, MDU, Communication Service Fees	\$ Excluded
Plan Review & System Development Fees	\$ Excluded
Total Estimated Budget	\$ 228,250.00

Scope of work assumed in budget.

- Demolition of existing house and basement complete including existing fence, metal building and haul off of all debris.
- Dirt import and backfill of existing basement to match adjacent grades. Landscaping is excluded.
- Reuse existing sewer service and extend to shop for new bathroom tie in.
- Demolish existing office, overhead door, entry door as required for new tenant improvements.
- Provide and install new storefront single entry door and (3) new storefront windows.
- Infill existing overhead door as required.
- Provide new entry exterior concrete, ramp and stairs. The remainder of the existing parking lot to remain as is.
- Provide and install framing for new waiting area, office and (2) bathrooms including 1 hour separation at the shop.
- Provide and install drywall and paint at all new framed walls.
- Provide and install 2 x 4 acoustical ceiling system with regular second look acoustical tile.
- Provide and install bathroom finishes for (2) single stall bathrooms including toilets, sinks, mirrors, grab bars, paper towel dispenser and toilet paper holder.
- Provide and install sealed ground concrete floor.
- Provide and install LED lay in light fixtures, outlets and switches as required by code.
- Provide and install Hollow metal doors at all interior locations.
- Provide and install complete heating and cooling system for new area only.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mel's Auto Clinic LLC

2 Business name/disregarded entity name, if different from above
Laurel Auto Clinic

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
619 E. Main St.

6 City, state, and ZIP code
Laurel, MT 59044

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	6	-	1	6	9	6	0	3	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶

12/17/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Laurel Auto Clinic LURA Grant Application

Project Description

We plan to renovate Laurel Auto Clinic in two phases. This grant application concerns Phase I of the project. In this phase the existing residence and blight on the property will be demolished and the site cleaned up to make way for future expansion of the business.

Current State of the Property

Right now, there are two separate buildings on the property. The first building is Laurel Auto Clinic which is an automotive shop that consists of 6 automotive bays and a waiting room. There are currently no bathrooms in this building.

The second building on the property is a residence that is old and in disrepair. The basement has repeatedly flooded causing mold growth and foundation damage and the roof has leaked multiple times in the past 10 years also causing water damage to the ceiling and walls of the house. As it currently stands, the house is uninhabitable.

The only bathroom available to staff is in that residence. Right now, staff must physically leave the automotive shop, step outside the building and into the residence to use a small bathroom consisting of just one sink, and one toilet. This is also the only available facility for employees to wash their hands.

The current waiting room is 10'X19.5" and has room for just three waiting chairs and one desk for an employee. There are no restrooms available to customers currently.

Phase I – Current Upgrade Project

Phase I includes the demolition and removal of the residential structure on the property. Asbestos abatement will be needed for this portion of the project. Once the structure is removed, that portion of the lot will be filled with dirt and gravel to prepare the site for future expansion of the business in Phase II.

Phase I also includes adding two bathrooms into the waiting room of the business. This water improvement portion of the project will include plumbing all new water and sewer lines into the shop. The new bathrooms will be ADA accessible for all customers and staff. These bathrooms will also ensure that we can provide the best access to soap and water to increase sanitation and good hygiene practices and reduce the spread of germs like the novel coronavirus. It facilitates a safer environment, so staff and customers do not have to exit the building in potentially icy or slippery conditions to access the restroom.

The last portion of Phase I is a structural improvement that will expand the waiting room and create an employee and staff office. We will remove one of the existing bays to create space for the waiting room, bathrooms, and office. Three energy efficient windows will be installed creating a more attractive and welcoming customer experience. Energy efficient LED lighting will be installed.

Phase II – FUTURE EXPANSION

Phase II, not included in this application, will be to demolish the oldest two bays of the shop and construct a new addition consisting of 7 automotive work bays. This will increase the number of bays in

the shop by a net total of 5 bays. Adding increased capacity to the shop will allow us to serve more members of the community, increase the tax revenue for the TIF district, and employ more people in our community.

Phase II will also create a more welcoming and appealing exterior to the shop that better reflects the charming and vibrant city that is Laurel, MT.

Project Timeline

Phase I will be completed in 2021, dependent on contractor availability.

Phase II is targeted for completion by 2025, dependent on funding.

Phase I Relevance to the Goals of the Laurel Urban Renewal Plan and Laurel Gateway Plan

Encourage an economically and culturally vibrant downtown

This project will promote economic development within the TIF District by removing the uninhabitable residence and blight on the property. By demolishing the blighted structure on the lot, we can make room for an expansion to the business that will allow us to serve more members of the community. This will also create a more welcoming and inviting environment in the city by improving the visual attractiveness of our community.

Once phase II is completed, we will have a net addition of 5 bays to the automotive business. This will lead to increased business revenue and therefore tax revenue for the community. It will also facilitate increased employment for members of the Laurel Community at Laurel Auto Clinic as we will have to hire 2 more mechanics and an office manager to keep up with increased workload.

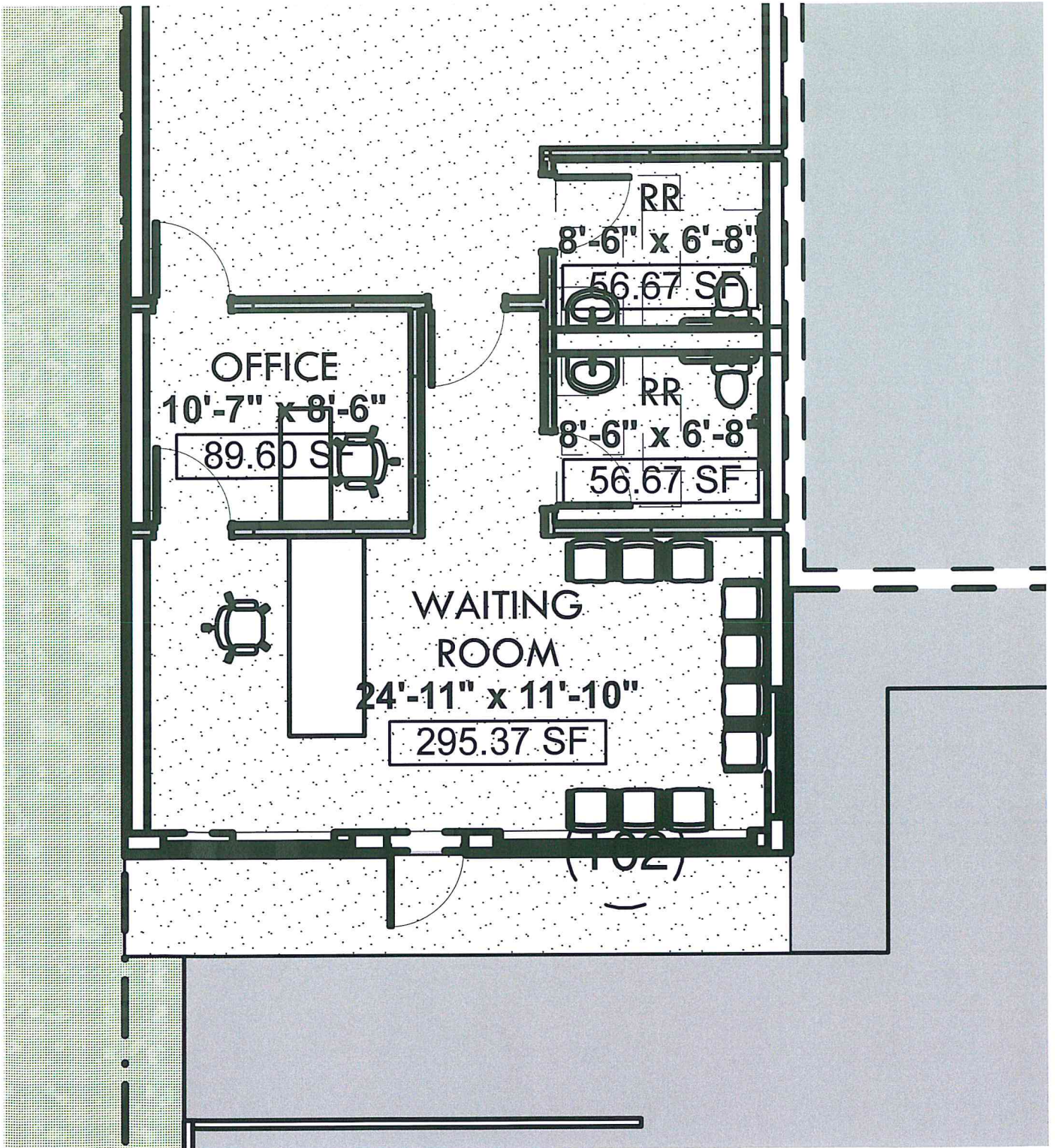
Create a vibrant and cohesive extension of the core downtown Laurel area

By improving the façade and attractiveness of the business, we hope to extend the charm of Downtown Laurel to the edges of the downtown district. Right now, it feels as if Laurel Auto Clinic is an industrial setting right in the middle of two vibrant food businesses. This expansion and façade improvement will create a better sense of culture and cohesiveness to this area of town that is more welcoming to visitors.

Have state of the art utilities and infrastructure

This renovation of the waiting room will bring the water and sewer systems up to code for this property. We will be able to offer sanitation facilities to our staff and guests that are state of the art and will encourage good hygiene practices to mitigate the spread of potentially harmful viruses and bacteria. It also creates a more welcoming experience for our customers and guests.

Improvements to the waiting room including LED lighting and three new insulated and energy efficient windows. A new and energy efficient front door that is welcoming and attractive will also be installed. This will decrease utility costs for the business, increase natural lighting in the waiting room, and increase overall attractiveness of the business to community members.





2051 - LAUREL AUTO CLINIC
ARCHITECTS

COLLABORATIVE DESIGN



COPYRIGHT © 2021

ISSUE DATES:

2/15/2021 - PREDESIGN

COLLABORATIVE DESIGN ARCHITECTS

2280 GRANT ROAD, SUITE C BILLINGS, MT 59102 406.248.3443

www.cd-mt.com

LAUREL AUTO CLINIC

#Site Address1, #Site City, #Site State #Site Postcode

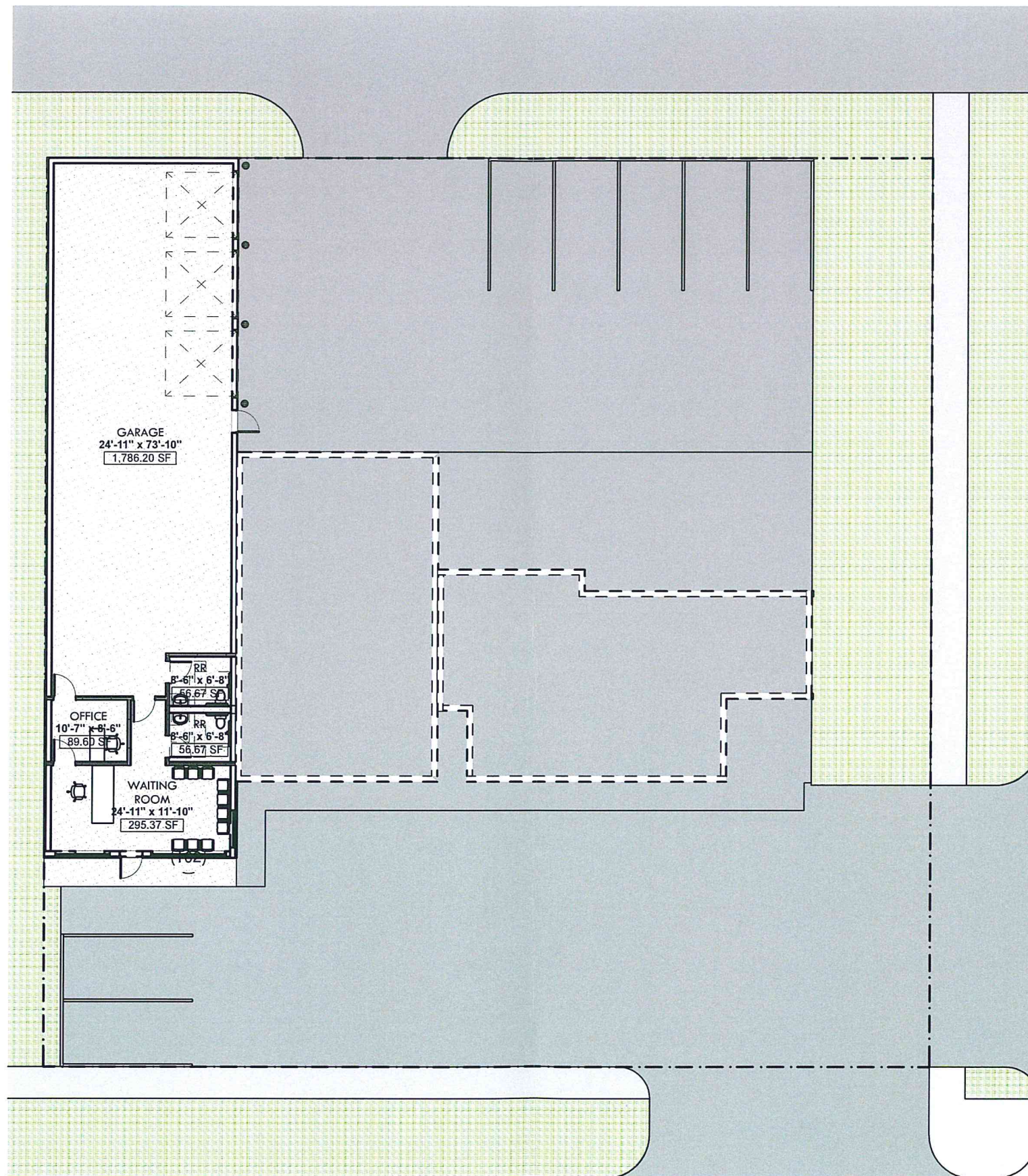
PREDESIGN

PREPARED FOR : #Client Full Name

PROJECT ARCHITECT : #Contact Full Name

PROJECT NUMBER: 2051

CONCEPT IMAGES



1 PHASE I PLAN

1/16" = 1'-0"



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ISSUE DATES:

2/15/2021 - PREDESIGN	

COLLABORATIVE DESIGN ARCHITECTS
2280 GRANT ROAD, SUITE C BILLINGS, MT 59102 406.248.3443
www.cd-mt.com



PREDESIGN

LAUREL AUTO CLINIC

#Site Address1, #Site City, #Site State #Site Postcode

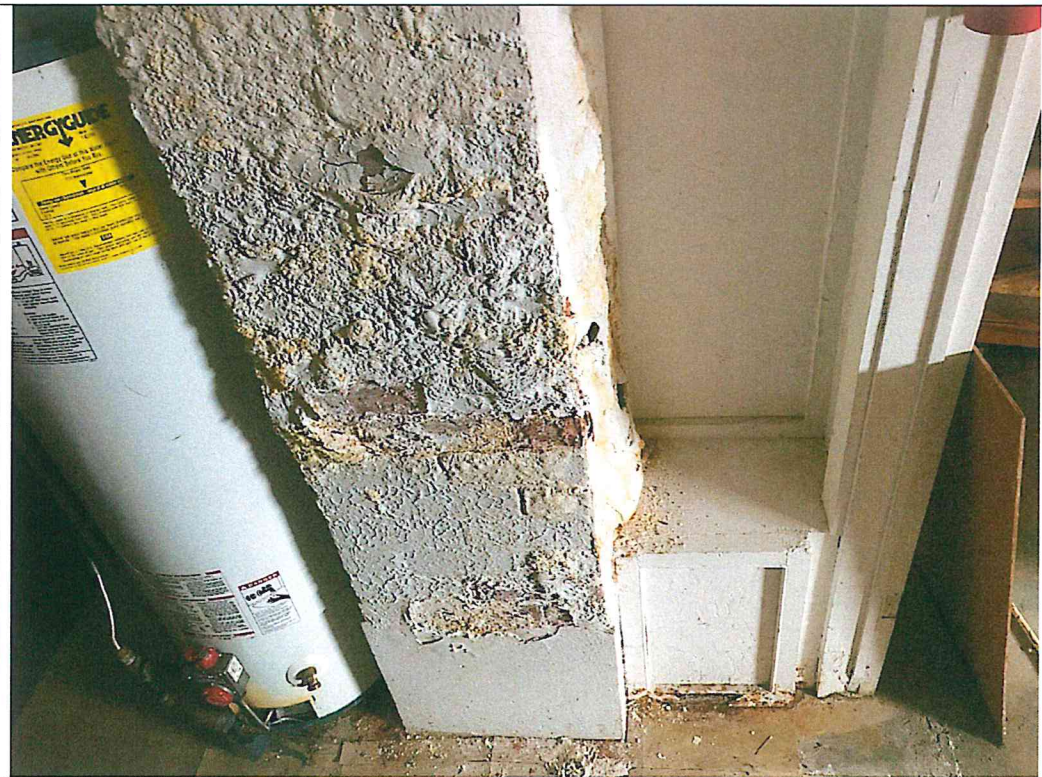
PREPARED FOR : #Client Full Name PROJECT ARCHITECT : #Contact Full Name PROJECT NUMBER: 2051

FLOOR PLAN - PHASE I

Residence Interior



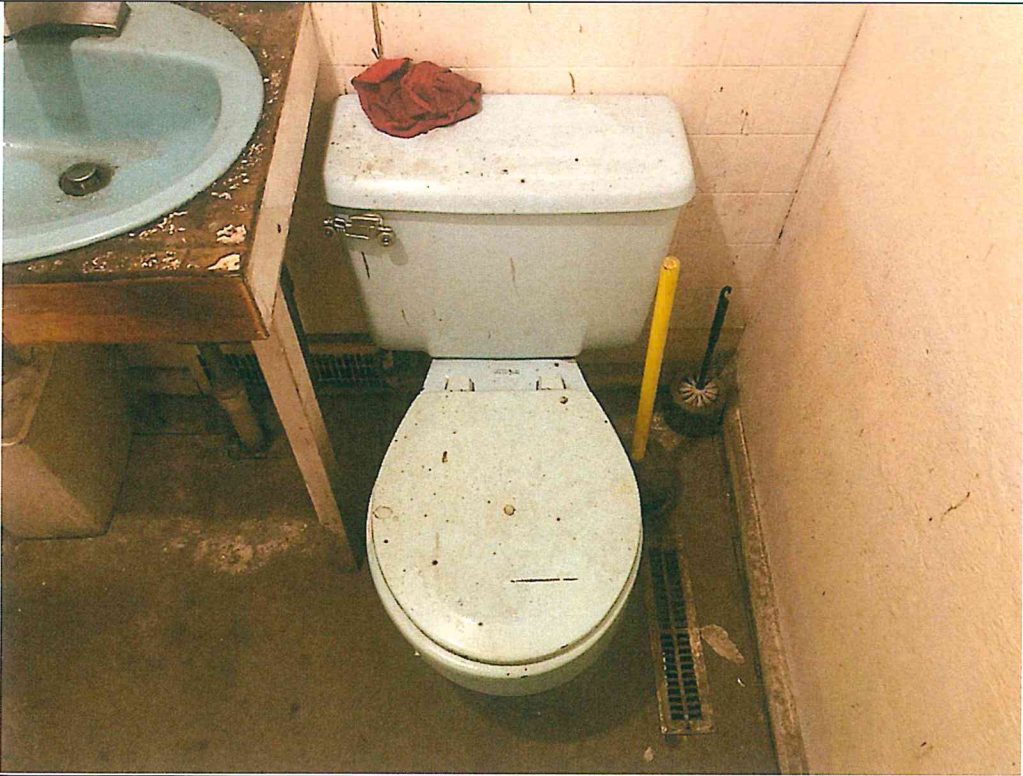
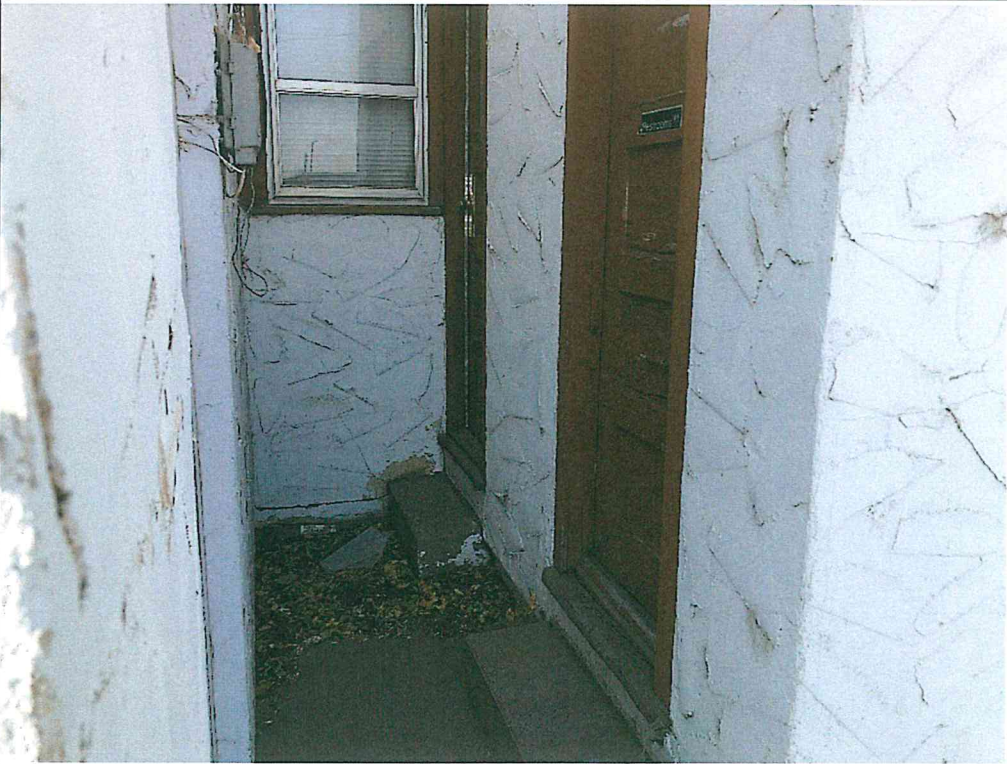
Residence Interior



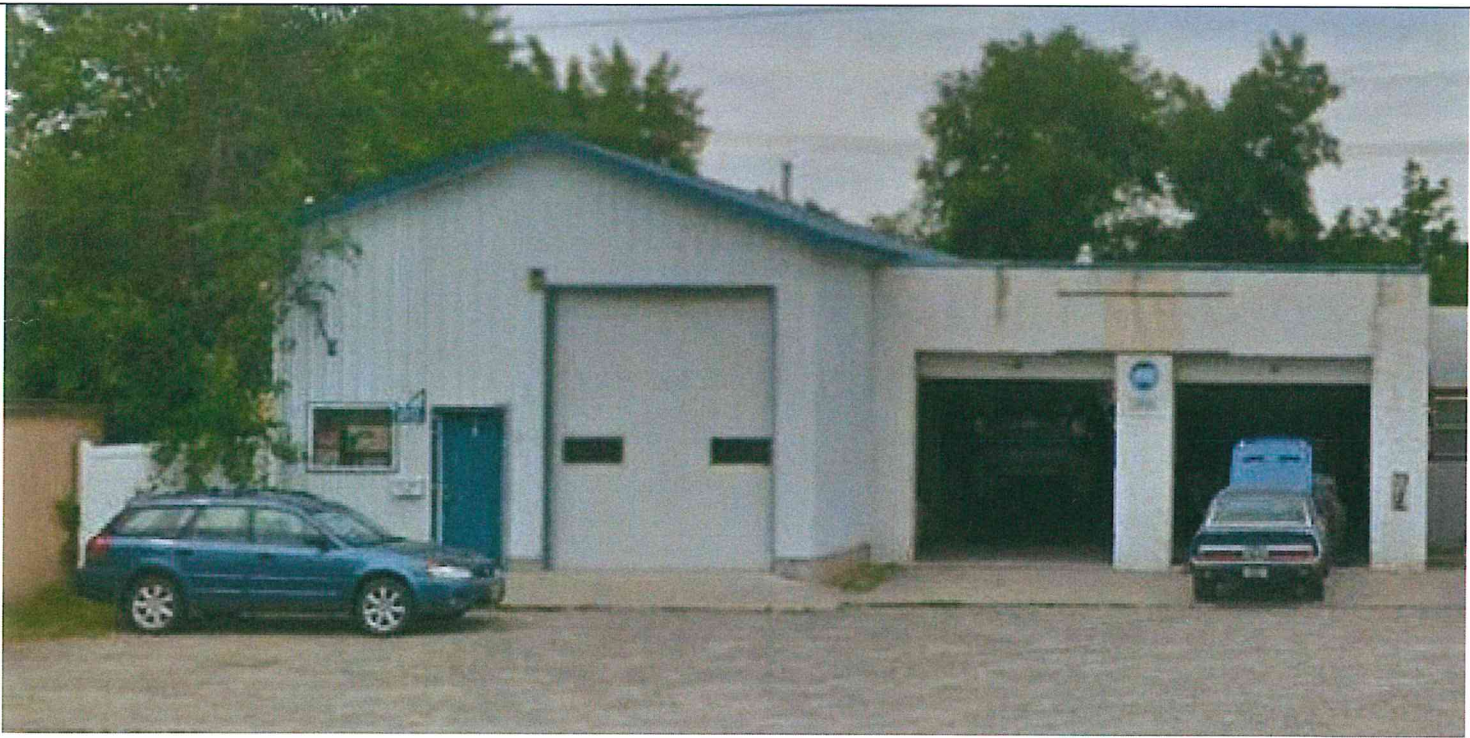
Residence Exterior



Current Bathroom



Laurel Auto Clinic Front Exterior



Laurel Auto Clinic Waiting Room and Current Bay





LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. 20-0220-113212

RECEIVED OFFICE USE ONLY MAY 24 2021 By: <i>[Signature]</i>	
LURA REVIEW	DATE 6/21/21
PLANNER REVIEW	DATE
CITY COUNCIL	DATE

Grant Application

- ☐ Small Grant (up to \$5,000)
☐ Technical Assistance Grant
☐ Façade Grant
☐ Signage and Awning Grant (Up to \$3,000)
☒ Large Grant (Greater than \$5,000)

Applicant Name (Last, First Middle) Smarsh, Donald W		Applicant Phone (406) 208 - 5358
Applicant Mailing Address (Street, City, State Zip) 1940 Ranch Trail Road Laurel MT 59044		Applicant E-Mail Address don@dynamicpromoproducs.com
Business Name Dynamic Designs Inc.		Laurel Business License Number 111
Business Physical Address (Street, City, State Zip) 206 1st Ave Laurel MT 59044		Business Phone (406) 628 - 4718
Business Activities (i.e. retail, office, etc.) Screen Printing, Embroidery, Signs		
Business Owner Name (Last, First Middle) <input checked="" type="checkbox"/> Same as Applicant		Business Owner Phone () -
Business Owner Mailing Address (Street, City, State Zip)		Business Owner E-Mail Address
Building Frontage (building length along a public street) 40 feet	Building Height (number of stories defined by current code) 1 stories	Historical District Building <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date Approved 9/16/2018
Property Legal Description (i.e. assessor parcel number) Geo Code: 03-0002004161-001		
Property Legal Owner and Contact Information Donald W & Shelly Smarsh- Dynamic Designs Inc PO Box 249 Laurel MT 59044-0249		

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature <i>[Signature]</i>	Date (MM/DD/YYYY) 5/22/21
---	-------------------------------------

**INCOMPLETE APPLICATIONS
SHALL BE RETURNED**

Application processing time is a
minimum of 60 business days.

Return Completed Applications To:
Laurel Urban Renewal Agency (LURA)
ATTN: City Planner
PO Box 10
Laurel, MT 59044
(406) 628-7431

Applicant Initials _____

Page 1 of 5

Previous Applications (if any)	Date	Control No.	Approved
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

Screen Printing, Embroidery and Signage.

Brief Description of Project.

Much needed roof replacement, back parking lot as well as adding a handicap ramp and door to the front of the building.

Brief Description of Project Time Line.

Depending on availability of contractors project is set to be completed by fall 2021.

Explain how the project will support and/or improve the down town district.

Improve building values by adding a handicap ramp to the front of the building. The roof leaks and has been patched several times over the past 28 years. It is beyond patching at this point. The back parking lot has a lot of crumbling asphalt and is draining back to the building. All of these improvements will help appearance and building value for tax assessed values.

What type(s) of development and/or physical improvements are being considered?

Add a much need handicap ramp and door to the front of the building. New roof. Concrete back parking lot to get it to drain correctly without causing our neighbors building problems and water damage to our building.

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
_____	Addresses attached with quotes.
_____	MKM Concrete, US Roof, Ace Electric,
_____	Montana Ironworks, Associated Glass

What type of **Large Grant** is needed?

	MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$____.____.____	\$____.____.____
<input checked="" type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(n4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input checked="" type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$ <u>11,126.50</u>	\$ <u>22,253.00</u>
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____.____.____	\$____.____.____
<input checked="" type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____.____.____	\$____.____.____
<input type="checkbox"/> Walls (interior)		\$____.____.____	\$____.____.____
<input checked="" type="checkbox"/> Roof, Ceiling		\$ <u>12,081.44</u>	\$ <u>24,162.89</u>
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Insulation		\$____.____.____	\$____.____.____
<input type="checkbox"/> Programmable Thermostats		\$____.____.____	\$____.____.____
<input type="checkbox"/> Solar Panels and Systems		\$____.____.____	\$____.____.____
TOTAL:		\$ <u>23,207.94</u>	\$ <u>46,415.89</u>

Application Checklist

- ☒ Application
- ☒ Copy of Laurel Business License
- ☒ Copy of Historical Building Verification form from Yellowstone County Historic Preservation Office
- ☒ Copy of Estimates or Paid Invoices from Applicant's Vendor (Work performed by the applicant, business owner, property owner, or employee shall not be accepted for any grant project.)
- ☒ Copy of Plans and Sketches (hand drawn will not be accepted)
- ☒ Copy of Supporting Documentation
- ☒ Photos (Before and After)
- ☒ Project Description
- ☒ Project Time Line

Submission of a W9 is required prior to reimbursement of grant funds

Good morning Don,

I sincerely apologize for the delay in getting back to you on this, we estimate the fabrication and installation of the railing to be \$2850.00. Please feel free to contact me with any questions, concerns, or if you need anything else.

Thank You,



JASON MARTIN, PE

P 800 896 9553 ext 108 C 406 321 1979 F 406 404 1569
montanaironworks.com

From: Don Smarsh <don@dynamicpromoproducts.com>

Sent: Thursday, April 22, 2021 8:59 AM

To: Jason Martin <jason@montanaironworks.com>

Subject: quote

Hey Jason,

Just touching base on the quote for the railings. I know you are slammed. Just want to get it to the city so we can get it approved for the grant. Thanks.

Don Smarsh

Phone: 406-628-4718 Toll Free: 800-628-7795 Cell: 406-208-5358



An Exclusive
Distributor of
Under Armour
Corporate Apparel

Giving You A
BETTER IMAGE
Since 1993



www.DynamicPromoProducts.com

www.BestInSafety.com

Don ,

I install an outlet above the door approximately 20 feet away from an existing wall outlet would cost \$425

Travis Tabbert
Ace Electric Inc.
808 West Main St
Laurel, MT 59044
406-850-0612
406-628-8886

MKM CONSTRUCTION, INC.
P.O. BOX 308
LAUREL, MT 59044
PHONE (406) 628-8007
FAX (406) 628-9384
mkmconstructionmt@gmail.com

****PROPOSAL****

MARCH 31, 2021

DYNAMIC DESIGN
ATTN: DON SMARCH

TO PROVIDE CONCRETE, REBAR, DEMO, LABOR AND FORMING MATERIALS. EXCAVATION, TIE, SET POUR AND FINISH.

(1) – 1760 sf 6" PARKING SLAB WITH CURBING

FOR WORK LISTED ABOVE: \$16,978.00

EXCLUSIONS:

THIS PROPOSAL DOES NOT INCLUDE DISPOSAL, EPOXY, BACKFILL, PLACEMENT OF VAPOR BARRIER, GROUTING OF COLUMN BASES, PLACEMENT OF ANY FOUNDATION COVERINGS (RE: INSULATION, WATER BARRIERS), GRAVEL, FINE GRADE, WINTER WEATHER PROTECTION, CONCRETE ADDITIVES OF ANY KIND, JOINT CAULKING OR SEALING, GRINDING, GROUTING OR SACKING OF ANY EXPOSED CONCRETE, CONCRETE FLOOR SEALING, HARDENERS OR DENSIFIERS, STAINING, SHORING OF PAN DECK, ASPHALT PATCH, ENGINEERING, LAY-OUT, TESTING, BONDING OR PERMITTING, BUILDING ANCHOR BOLTS OR MASONARY REBAR.

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

MKM CONSTRUCTION, INC.
TRAVIS MORAN (406) 671-3122 CELL (406) 628-8007 OFFICE



1233 Cordova St. • Billings, MT 59101 • (406) 259-1352 • 1-800-221-8832
• fax (406) 245-4202
coreyw@associatedglass.com

To: DYNAMIC DESIGN

From: Corey

Re:

Date:3/26/2021

Job: AUTOMATIC DOOR OPENER

Quote for the following:

**FURNISH AND SUPPLY (1) LOW VOLTAGE AUTOMATIC CLOSER WITH (2)
BUTTONS
ELECTRICIAN BY OTHERS**

TOTAL QUOTE INSTALLED \$2,000



305 South 25th Street • Billings MT 59101
406-601-1010 • 844-487-7663

Insurance Co. _____
Claim # _____
Adjuster:
Name: _____
Phone: _____
Email: _____
Contractor Representative: Joe DiMattei
Name: _____
Number: 701 805 8031
Email: joe@usroof.net

Property Owner: DYNAMIC DESIGN / DON SMARSH 1-406-208-5358 2/24/21
Name _____ Phone _____ Work Phone _____ Date _____
Property Address: 206 FIRST AVE don@dynamic.promoproducts.com
Job Address _____ Billing Name _____
LAUREL MT 59044 Billing Address _____
City, State, & Zip _____

Description of Work: RE ROOF

- FILL ALL DEPRESSIONS, REPAIR ANY COMPROMIZED DECKING.
- COVER ROOF WITH 1/2" FIBRE BOARD BASE DECK
- INSTALL NEW TPO WELDED SEAM ROOF SYSTEM

COMPLETE ROOF SYSTEM INSTALL AS DESCRIBED ABOVE
\$ 24,162.89

Project Total 24,162.89
1/3 Deposit 8000 (upon acceptance)
Balance Due 16,162.89 (upon completion)
☐ Payment to be made in full upon completion: (Initial)
☐ This Agreement is contingent upon insurance company price and approval. In situations where supplements for additional work are necessary, outside of the original scope, US Roof LLC will seek approval from the insurance company: (Initial) _____

Proposal Amount. US Roof LLC hereby proposes to furnish material and labor, in accordance with above specifications, and pursuant to the "Contract Terms" included in this Agreement (please see the reverse side), for the sum of: TWENTY FOUR THOUSAND ONE HUNDRED SIXTY TWO DOLLARS \$24,162.89

This Proposal may be withdrawn by US Roof LLC if not accepted within ten (10) days of (date): _____

Salesperson Signature: [Signature] Date: 2/24/21
Property Owner Signature: _____ Date of Acceptance: _____

*There is a 3 day (72 hour) right of cancellation of this agreement. The property owner may terminate this agreement in writing by _____ (Date)

I have read and understand the above right of cancellation, Prop-Owner: _____ Date: _____

I have read and understand the terms & conditions listed on the back of this contract.

Contractor Representative's Initials: _____ Property Owner's Initials: _____

GENERAL CONTRACTING WORK



Yellowstone County, Montana

[Commissioners](#) [Departments](#) [Contacts](#) [Site Map](#) [Home](#)

Disclaimer: Not all fields are currently maintained. The accuracy of the data is not guaranteed. Please notify the Appraisal/Assessment Office of any inaccuracies.

[Back to Search Form](#)

[Full Orion Detail](#)

Owner Information

Please Note:* Owner information is supplied by the **Montana Department of Revenue. To request updates to addresses or other ownership information, please **contact the DOR office at 896-4000**. Records for the current year will **not** be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

Tax ID: 2004161

Primary Party

Primary Owner Name: DYNAMIC DESIGNS INC [Ownership History](#)

C - Contact Name SMARSH, DONALD W & SHELLY

C - Contact Name NARDELLA, MICHAEL CPA

2021 Mailing Address: DYNAMIC DESIGNS INC
PO BOX 249
LAUREL, MT 59044-0249

Property Address: 206 1ST AVE

Township: Range: Section:

Full Legal:

GeoCode: 03-0002004161-001

[Show on Map](#) (May not work for some newer properties.)

Property Assessment Information

Levy District: LAUREL URBAN RENEWA TAX I

2021 Assessed Value Summary

Records indicate a possible change in Appraisal Value, please contact your local Department of Revenue Office @ (406)896-4000 for more information.

The values shown for the given tax year are for taxation purposes only. They are supplied by the Department of Revenue. For questions about these values, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](#).

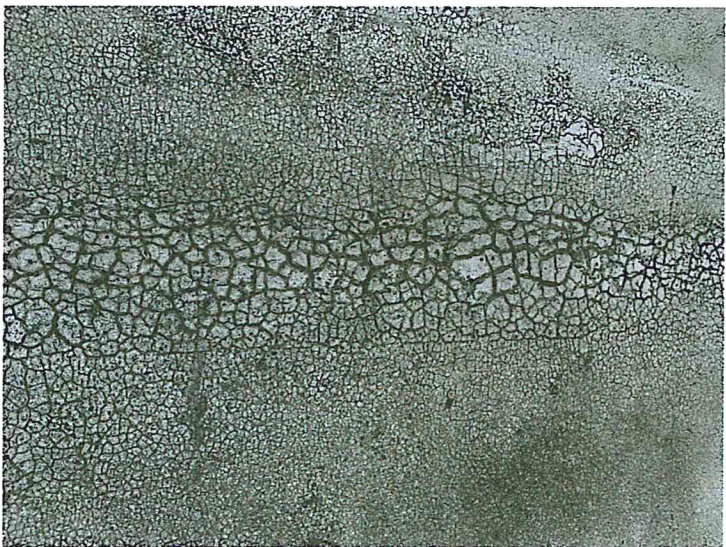
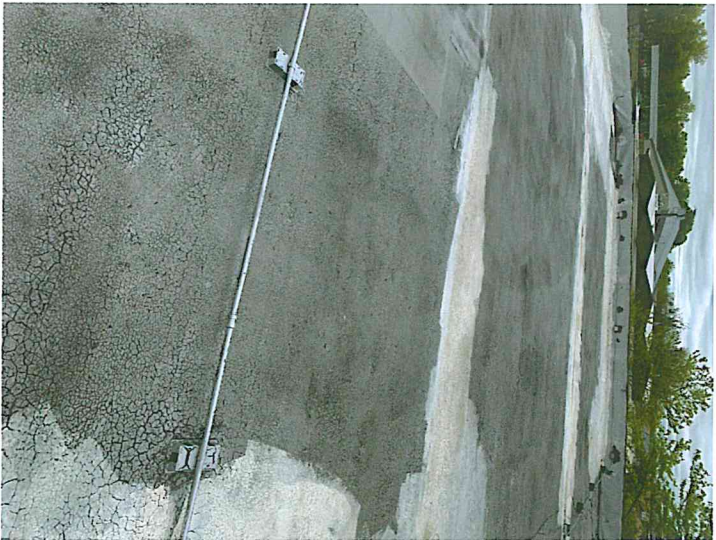
Rural SID Payoff Information

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
<u>2000</u>	1,003.08 P	0.00 P	1,003.08
<u>2001</u>	895.18 P	0.00 P	895.18
<u>2002</u>	810.46 P	0.00 P	810.46
<u>2003</u>	652.25 P	0.00 P	652.25
<u>2004</u>	853.97 P	0.00 P	853.97
<u>2005</u>	1,793.44 P	0.00	1,793.44
<u>2006</u>	1,438.32 P	0.00	1,438.32
<u>2007</u>	1,234.31 P	0.00	1,234.31
<u>2008</u>	2,266.83 P	0.00	2,266.83

Roof Pictures





Parking Lot



Proposed with handicap



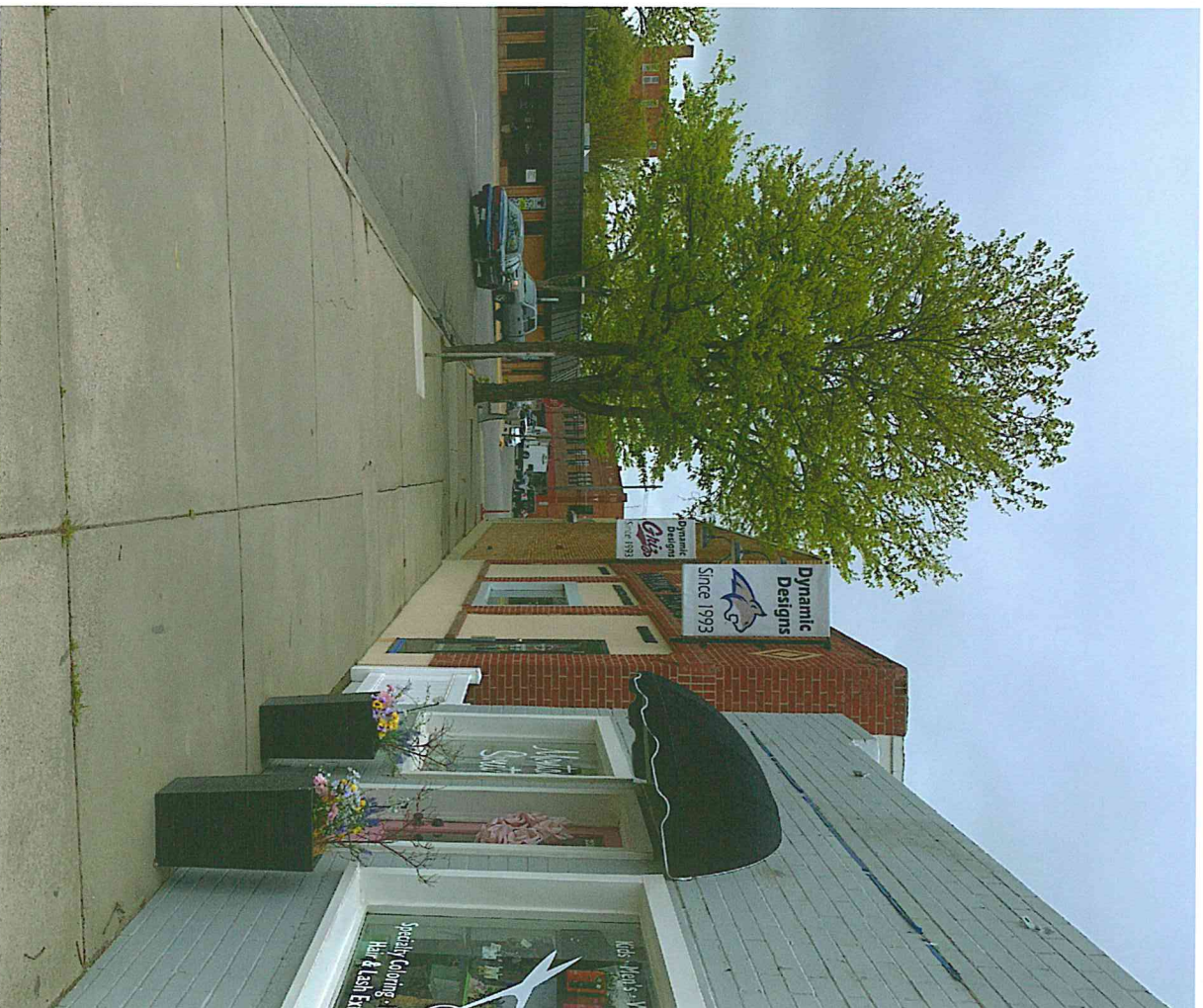
Existing



Proposed with handicap



Existing



The following property is listed in the

National Register of Historic Places

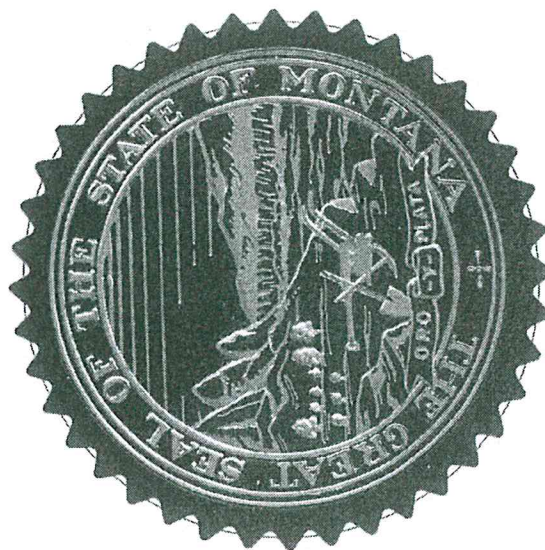
*The Nation's roll of heritage resources deemed worthy of recognition and preservation
in accordance with the National Historic Preservation Act of 1966.*

As a contributing element of the Laurel Downtown Historic District

Scott's Dry Cleaning and Laundry

*206 1st Avenue, Laurel
Yellowstone County*

*Listed on
16 September 2010*



Montana State Historic Preservation Officer

Big Sky. Big Land. Big History.

Montana
Historical Society

State Historic Preservation Office

City of Laurel

Business License

Fiscal Year July 1, 2020 – June 30, 2021

HAVING PAID THE SUM SHOWN BELOW TO THE CITY OF
LAUREL IN ACCORDANCE WITH THE CITY LICENSE
ORDINANCE, YOU ARE HEREBY LICENSED TO PERFORM
THE BUSINESS OR OCCUPATION LISTED HEREON:

License Number: **111**
Fiscal Year: **2020-21**

License granted to:

DYNAMIC DESIGNS
P.O. BOX 249
LAUREL MT 59044-0249



GENERAL BUSINESS LICENSE

75.00

Fee Total: **75.00**



City Official's Signature

Date Issued: 7/23/20



LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. 20-0220-113212

OFFICE USE ONLY	
RECEIVED MAY 27 2021	
LURA REVIEW	DATE 6/21/21
PLANNER REVIEW	DATE
CITY COUNCIL	DATE

Grant Application

- ☐ Small Grant (up to \$5,000)
☐ Technical Assistance Grant
☐ Façade Grant
☐ Signage and Awning Grant (Up to \$3,000)
☒ Large Grant (Greater than \$5,000)

Applicant Name (Last, First Middle) Nease, Daniel James		Applicant Phone (406) 672-0500	
Applicant Mailing Address (Street, City, State Zip) 205 3rd Ave, Laurel, MT 59044		Applicant E-Mail Address emeraldhvac@gmail.com	
Business Name Emerald Hvac, Inc.		Laurel Business License Number 1179	
Business Physical Address (Street, City, State Zip) 205 3rd Ave, Laurel, MT 59044		Business Phone (406) 672-0500	
Business Activities (i.e. retail, office, etc.) Heating Contractor / Home office + Storage			
Business Owner Name (Last, First Middle) Nease, Daniel James		Business Owner Phone (406) 672-0500	
Business Owner Mailing Address (Street, City, State Zip) 205 3rd Ave, Laurel, MT 59044		Business Owner E-Mail Address emeraldhvac@gmail.com	
Building Frontage (building length along a public street) _____ feet	Building Height (number of stories defined by current code) _____ feet _____ stories	Historical District Building <input type="checkbox"/> Yes <input type="checkbox"/> No	
Property Legal Description (i.e. assessor parcel number)			
Property Legal Owner and Contact Information Daniel James Nease, Andrea Nease - 406-672-0500			

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature 	Date (MM/DD/YYYY) 5-27-21
-------------------------	------------------------------

**INCOMPLETE APPLICATIONS
SHALL BE RETURNED**

Application processing time is a
minimum of 60 business days.

Return Completed Applications To:
Laurel Urban Renewal Agency (LURA)
ATTN: City Planner
PO Box 10
Laurel, MT 59044
(406) 628-7431

Applicant Initials _____

Page 1 of 5

Previous Applications (if any)	Date	Control No.	Approved
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

Heating Contractor, Storage of tools/equipment on property, home office, and occasional pick up/drop off with customers on property.

Brief Description of Project.

~~RECURRING~~ recurring sewage issues on property, Bid to remove portion of piping and put in new liner, which involves both interior work and street excavation.

Brief Description of Project Time Line.

Explain how the project will support and/or improve the down town district.

We are in a high traffic, high visibility area near the police & fire station. Many new buildings are going up around us or will be in near future. Keeping our property in good working order helps us ~~function~~ function, which in turn affects our business which helps Laurel.

What type(s) of development and/or physical improvements are being considered?

Already poured new foundation and concrete around main dwelling in 2019. Converted old original garage in 2020 w/ new roof/floor. After sewer is replaced, we would like to fix sidewalks and add black top to alley/carport area in near future, and clean up boulevard.

Name and Address of Technical Assistance Firm.

Name and Address of Contractor that will complete the work.

Cotter's Sewer

P.O. Box 967

Laurel, MT 59024

What type of general **Small Grant** is needed?

	MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____.____.____	\$____.____.____
<input type="checkbox"/> Walls (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Roof, Ceiling		\$____.____.____	\$____.____.____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Insulation		\$____.____.____	\$____.____.____
<input type="checkbox"/> Programmable Thermostats		\$____.____.____	\$____.____.____
<input type="checkbox"/> Solar Panels and Systems		\$____.____.____	\$____.____.____
TOTAL:		\$____.____.____	\$____.____.____

What type of **Small Grant** is needed?

	Hours (up to 30 total)	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Technical Assistance			
<input type="checkbox"/> Architectural/Design Fees	_____	\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Landscape/Hardscape Design Fees	_____	\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Feasibility Study Fees	_____	\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Building Permit Fees	_____	\$_____._____._____	\$_____._____._____
 <input type="checkbox"/> Facade Grant			
<input type="checkbox"/> Water Cleaning		\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Prepping and Painting		\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Window Replacement/Repair		\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Door Replacement/Repair		\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Entry Foyer Repairs		\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Exterior Lighting		\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Façade Restoration/Rehabilitation		\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Landscape/Hardscape Improvements		\$_____._____._____	\$_____._____._____
 <input type="checkbox"/> Signage and Awning Grant			
<input type="checkbox"/> Signage		\$_____._____._____	\$_____._____._____
<input type="checkbox"/> Awning		\$_____._____._____	\$_____._____._____
 TOTAL:		\$_____._____._____	\$_____._____._____

What type of **Large Grant** is needed?

LURA Funds Applicant Funds

Requested Committed

	MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____.____.____	\$____.____.____
<input checked="" type="checkbox"/> Public Utilities			
<input checked="" type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$ <u>6,475.00</u>	\$ <u>6,475.00</u>
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(n4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____.____.____	\$____.____.____
<input type="checkbox"/> Walls (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Roof, Ceiling		\$____.____.____	\$____.____.____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Insulation		\$____.____.____	\$____.____.____
<input type="checkbox"/> Programmable Thermostats		\$____.____.____	\$____.____.____
<input type="checkbox"/> Solar Panels and Systems		\$____.____.____	\$____.____.____

TOTAL: \$____.____.____ \$____.____.____

Application Checklist

- ☒ Application
- ☒ Copy of Laurel Business License
- ☐ Copy of Historical Building Verification form from Yellowstone County Historic Preservation Office
- ☒ Copy of Estimates or Paid Invoices from Applicant's Vendor (Work performed by the applicant, business owner, property owner, or employee shall not be accepted for any grant project.)
- ☐ Copy of Plans and Sketches (hand drawn will not be accepted)
- ☐ Copy of Supporting Documentation
- ☐ Photos (Before and After)
- ☒ Project Description
- ☐ Project Time Line

Submission of a W9 is required prior to reimbursement of grant funds

Applicant Initials _____

Page 5 of 5

City of Laurel Business License

Fiscal Year July 1, 2020 – June 30, 2021

HAVING PAID THE SUM SHOWN BELOW TO THE CITY OF LAUREL IN ACCORDANCE WITH THE CITY LICENSE ORDINANCE, YOU ARE HEREBY LICENSED TO PERFORM THE BUSINESS OR OCCUPATION LISTED HEREON:

License Number: 1179
Fiscal Year: 2020-21



License granted to:

EMERALD HVAC, INC
205 3RD AVENUE
LAUREL MT 59044

GENERAL BUSINESS LICENSE

75.00

Fee Total: 75.00

Date Issued:

7/2/20

City Official's Signature

Cotter's Sewer
PO Box 967
Laurel, MT 59044
406-628-5989

Estimate

Date	Estimate #
4/22/2021	695

Billing Address
DAN NEASE 205 3RD AVENUE LAUREL, MT 59044

Service Address
DAN NEASE 205 3RD AVENUE LAUREL, MT 59044

Description	Qty	Rate	Total
<p>We propose;</p> <ol style="list-style-type: none"> 1. Obtain utility locates and permit. 2. Saw cut, jackhammer, remove and dispose of the concrete in the basement at the sewer stack. 3. Hand dig to expose the existing cast iron piping in the basement. 4. Saw cut, remove and dispose of the asphalt in the street. 5. Excavate in the street to expose the existing clay tile piping at the city main connection. 6. Cut out a section of the existing sewer service piping in the basement and street to facilitate the pipe replacement. 7. Pull new poly sewer piping through the existing sewer service piping, following the existing grade from the street into the basement. 8. Tie the new poly piping into the existing sewer stack in the basement and at the clay tile city main. 9. Backfill compact both excavated areas, replace the concrete in the basement and asphalt in the street. <p>Cost:\$12,950</p> <p>Labor, Equipment, Permit and Materials</p>	1	12,950.00	12,950.00
<p>This estimate is for future work and does not include any work already performed by Cotter's. Thank you for considering Cotter's. We look forward to working with you. This bid is void after 60 days.</p>			
Approved by: _____	Total \$12,950.00		



Terms & Conditions

- In the event circumstances arise in the course of performance which necessitate a deviation from the work described in the estimate or if customer requests that additional or different work be performed, an additional charge shall be agreed before the different or additional work is undertaken and a new written work description shall be executed.
- A 50% down payment is required to reserve your place on our dig-up schedule. The final billing will be based upon actual work performed and any additional issues that may arise during execution of the project. The estimate is also based on normal digging conditions. If excessive digging is discovered at the time of the dig-up, additional charges may apply. Final bill is to be paid within 30 days of completion of the dig-up. All materials will remain the property of Cotter's Sewer, Septic & Portable Toilet Service, Inc. until all invoices pertaining to the dig-up are paid in full. If there is any litigation in regards to the collection of this debt, the venue will be in Yellowstone County, MT. The customer is solely responsible for those costs if there is any interest, collection or legal fees apply.
- We accept cash, checks, or credit/debit cards. There will be a 3% charge if paying by credit or debit card.
- If a full payment is not received by the due date, we reserve the right to access finance charges.

By signing this, I consent to the terms and conditions listed above.

Signature

Date



LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. 20-0220-113212

OFFICE USE ONLY

RECEIVED
MAY 28 2021

LURA REVIEW	DATE 6/21/21
PLANNER REVIEW	DATE
CITY COUNCIL	DATE

Grant Application

- ☐ Small Grant (up to \$5,000)
☐ Technical Assistance Grant
☐ Façade Grant
☒ Signage and Awning Grant (Up to \$3,000)
☒ Large Grant (Greater than \$5,000)

Applicant Name (Last, First Middle) Eric Harikins		Applicant Phone (615) 613-2249
Applicant Mailing Address (Street, City, State Zip) 500 SE 4 th St, Laurel, MT 59044		Applicant E-Mail Address Erich@laurelford.net
Business Name Laurel Ford		Laurel Business License Number
Business Physical Address (Street, City, State Zip) 500 SE 4 th St, Laurel, MT 59044		Business Phone (406) 238-4000
Business Activities (i.e. retail, office, etc.) Retail		
Business Owner Name (Last, First Middle) <input type="checkbox"/> Same as Applicant Jones, Don J.		Business Owner Phone (541) 631-2295
Business Owner Mailing Address (Street, City, State Zip) 66 Water Street, Ashland, OR 97520		Business Owner E-Mail Address dj@spartan1.com
Building Frontage (building length along a public street) 219 feet	Building Height (number of stories defined by current code) 32 1/2 feet 2 stories	Historical District Building <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date Approved / /
Property Legal Description (i.e. assessor parcel number) Section 16, Town 02 S, Range 24 E Lot: 2 Block: 11 A		
Property Legal Owner and Contact Information Spartan Laurel Real Estate, LLC, 66 Water St, Suite 200, Ashland, OR 97520		

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature 	Date (MM/DD/YYYY) 5 / 27 / 2021
-------------------------	------------------------------------

**INCOMPLETE APPLICATIONS
SHALL BE RETURNED**

Application processing time is a minimum of 60 business days.

Return Completed Applications To:
 Laurel Urban Renewal Agency (LURA)
 ATTN: City Planner
 PO Box 10
 Laurel, MT 59044
 (406) 628-7431

Applicant Initials EH

Page 1 of 5

What type of general Small Grant is needed?		MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/>	Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Public Utilities			
<input type="checkbox"/>	Water, Wastewater, Storm Water	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Street & Alley Surface Improvements	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Crosswalks	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Green Space & Water Ways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Improvement of Pedestrian Areas	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Historical Restorations	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Off Street Parking for Public Use	7-15-4288(4)	\$ <u>201,794.00</u>	\$ <u>403,588.00</u>
<input type="checkbox"/>	Bridges & Walkways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Pollution Reduction	7-15-4288(12)	\$____.____.____	\$____.____.____
<input type="checkbox"/>	Structural Repair			
<input type="checkbox"/>	Flooring		\$ <u>1,855.00</u>	\$ <u>3,710.00</u>
<input type="checkbox"/>	Walls (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/>	Roof, Ceiling		\$____.____.____	\$____.____.____
<input type="checkbox"/>	Energy Efficiency Improvements			
<input type="checkbox"/>	LED Lighting (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/>	Insulation		\$ <u>11,398.38</u>	\$ <u>22,796.77</u>
<input type="checkbox"/>	Programmable Thermostats		\$____.____.____	\$____.____.____
<input type="checkbox"/>	Solar Panels and Systems		\$ <u>4,248.00</u>	\$ <u>8,497.00</u>
	<i>EV Charging Stations</i>			
TOTAL:			\$ <u>219,295.00</u>	\$ <u>438,591.77</u>

What type of **Small Grant** is needed?

	Hours (up to 30 total)	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Technical Assistance			
<input type="checkbox"/> Architectural/Design Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Landscape/Hardscape Design Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Feasibility Study Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Building Permit Fees	_____	\$_____.____.	\$_____.____.
 <input type="checkbox"/> Facade Grant			
<input type="checkbox"/> Water Cleaning		\$_____.____.	\$_____.____.
<input type="checkbox"/> Prepping and Painting		\$_____.____.	\$_____.____.
<input type="checkbox"/> Window Replacement/Repair		\$_____.____.	\$_____.____.
<input type="checkbox"/> Door Replacement/Repair		\$_____.____.	\$_____.____.
<input type="checkbox"/> Entry Foyer Repairs		\$_____.____.	\$_____.____.
<input type="checkbox"/> Exterior Lighting		\$_____.____.	\$_____.____.
<input type="checkbox"/> Façade Restoration/Rehabilitation		\$_____.____.	\$_____.____.
<input type="checkbox"/> Landscape/Hardscape Improvements		\$_____.____.	\$_____.____.
 <input type="checkbox"/> Signage and Awning Grant			
<input checked="" type="checkbox"/> Signage x 3		\$ <u>9,000.00</u>	\$ <u>19,604.00</u>
<input type="checkbox"/> Awning		\$_____.____.	\$_____.____.
 TOTAL:		\$ <u>9,000.00</u>	\$ <u>19,604.00</u>

Applicant Initials **EH.**

Page 4 of 5

SIGNAGE

Previous Applications (if any)	Date	Control No.	Approved
Parking lot Repair + Restoration	3/28/2017	I04137	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Restoration of Exterior Log Cabin + Fence.	3/28/2017	F24317	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signage	3/28/2017	F24217	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

New and Used Car Sales
Service and Parts Sales and Service

Brief Description of Project.

Remove + Replace three Ford oval Signs

Brief Description of Project Time Line.

Jan 2021 Received Sign Installation contract from Ford Motor Co.
April 2021 New Signs installed
Awaiting for billing on Ford statement

Explain how the project will support and/or improve the down town district.

Improve lighting and appearance facing 4th street, Freeway and display lot.

What type(s) of development and/or physical improvements are being considered?

Replace Ford oval Signs with new design and materials that will withstand time, weather, elements, etc. Also we have replaced neon lighting with LED making them much more efficient.

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
____ Ford Retail Identification Program	____ Billings Sign Company
____ 888-856-7880 Ext 3	____ 2003 Main St
____	____ Billings, MT 59105

Ford Motor Co. Form 6015D
Dealership Identification Program
Sign Installation/Removal Contract For Ford / Lincoln Dealerships

Order #: 0046827

Dealer: F74632
 Dealer Name: Laurel Ford
 Address: 500 S. E. Fourth Street
 City, State Zip: Laurel, MT 59044

P&A Code: 04003
 Planning Volume: 170
 Sales Volume:

Contact Name: _____

Contact Phone: _____

Order Status: Awaiting Approval

Email: _____

Line#	Type	Model	Comment	Dealer Cost
1	Removal	OVI-F-37-034-M	REMOVAL. Remove, scrap, & dispose of the old 37-034 illum Ford Oval wall flat sign, as required by Ford for trademark signage. Cap electrical. Dealer is responsible for any fascia work (i.e., painting, patching, etc.) prior to installing new sign below.	\$760
Sign Text				
2	Removal	OVI-F-37-034-M	REMOVAL. Remove, scrap, & dispose of the old 37-034 illum Ford Oval wall flat sign, as required by Ford for trademark signage. Cap electrical. Dealer is responsible for any fascia work (i.e., painting, patching, etc.) prior to installing new sign below.	\$760
Sign Text				
3	Removal	OVI-F-37-034-M	REMOVAL. Remove, scrap, & dispose of the old 37-034 illum Ford Oval wall flat sign, as required by Ford for trademark signage. Cap electrical. Dealer is responsible for any fascia work (i.e., painting, patching, etc.) prior to installing new sign below.	\$760
Sign Text				
4	Trip Charge		TRIP CHARGE - REMOVAL. Remove sign in advance of new sign install to allow the dealer to complete fascia work as per above.	\$670
Sign Text				
5	Install	OVI-F-LED31-WF	NEW INSTALL. Permit, manufacture & install a new 31sf LED-illum Ford Oval on the rear elevation (sign 1 of 3). See below for electrical & wall specifications.	\$5,328
Sign Text				
6	Install	OVI-F-LED31-WF	NEW INSTALL. Permit, manufacture & install a new 31sf LED-illum Ford Oval on the rear elevation (sign 2 of 3). See below for electrical & wall specifications.	\$5,328
Sign Text				
7	Install	OVI-F-LED31-WF	NEW INSTALL. Permit, manufacture & install a new 31sf LED-illum Ford Oval on the rear elevation (sign 3 of 3). See below for electrical & wall specifications.	\$5,328
Sign Text				
8	Trip Charge		TRIP CHARGE - NEW INSTALL.	\$670
Sign Text				
Total Cost				\$19,604

Comments:

This quote is good for 60 days and will need to be requested after this time period.

Remove old Ford Oval wall flat signs and permit, manufacture, and install new Ford Oval wall flat signs as per above.

*** TIMING: The dealer is advised that this order processing cannot be initiated until an authorized dealer contact has signed this contract and artwork. Ford signs are not stocked but made to order upon receipt of a permit from the governing City/Township. Therefore, the dealer should be aware that new signage will not be available until after signs are permitted and manufactured.

*** INSTALL NOTE - ILLUMINATED SIGNS: Access to the back of fascia will be required to attach sign(s). A minimum of 30" rear access is required behind all wall sign(s). Fascia should be constructed with sufficient backing to support weight of sign(s), 3/4" plywood backing is recommended. See attachment for details. All Ford Lincoln signs operate on 120v 20w electric supply. Dedicated runs are required, & the number of runs required is site- specific. Power supply cannot be shared. Specific electrical requirement information for this order will be provided upon request.

*** The electrical connection & wiring for these new Ford signs must be on the back side of the exterior wall. Therefore, installation may result in electrical being exposed on the interior wall. If so, the dealer would be responsible for providing a cover, with accessibility to the electrical, or make other non-standard installation costs &/or modifications, such as wall obstructions, etc., at additional cost to the dealer. Additional installation charges will be added to the dealer's billing based on a time & materials charge. The dealer will be notified with a non-standard installation cost notification after signage installation has been completed.

Ford Motor Co. Form 6015D
Dealership Identification Program
Sign Installation/Removal Contract For Ford / Lincoln Dealerships

Order #: 0046744

Dealer: F74632
 Dealer Name: Laurel Ford
 Address: 500 S. E. Fourth Street
 City, State Zip: Laurel, MT 59044

P&A Code: 04003
 Planning Volume: 170
 Sales Volume:

Contact Name: _____

Contact Phone: _____

Order Status: Awaiting Approval

Email: _____

Line#	Type	Model	Comment	Dealer Cost
1	Replacement	B-F-20-130-P-300	REPAIR / REPLACEMENT PARTS. Repair the dealer's F130 P30 Ford Oval brand pylon sign with a damaged base cover by replacing with a new base cover. Dealer should be aware that new base cover will not match the old cladding.	\$1,798
Sign Text				
Total Cost				\$1,798

Comments:

This quote is good for 60 days and will need to be requested after this time period.

Repair the dealer's Ford brand sign as per the details above. The costs provided represent our best estimate for the work necessary to bring the sign back into esthetic and structural compliance within the Ford Retail Identification Program standards. However, please note that any additional work required to adequately repair the dealer's brand sign will result in additional expense to the dealer.

Applicable taxes will be applied to the complete repair costs at the time of invoicing.

*** If these repairs are being submitted as part of an insurance claim, please note that this contract serves as the only quote necessary for providing the insurance company for the repair of this sign. As with any insurance repair, Ford advises that the claim remain open until all repairs have been satisfactorily completed and the dealer has been billed for this work so that the claim can adequately include all related repair costs billed to the dealer.

PLEASE NOTE: The Ford Retail Identification Program requires that all Ford and Lincoln brand signs be repaired and maintained by Ford through a Ford-approved signage vendor and sign subcontractor. Therefore, repairs shall not be made other than through this contract with Ford Motor Company.

Installation

All Ford and Lincoln brand signs , primary support signs and Quick Lane signs MUST BE INSTALLED, BY Architectural Graphics Inc. (AGI), Ford Motor's only dealership sign supplier for services under the Ford Retail Identification Program.

All Ford and Lincoln brand signs , trademarked program brand signs and Quick Lane signs purchased through the Ford Retail Identification Program (FRIP) may only be installed, repaired, refurbished or altered in accordance with FRIP and the authorized agent, AGI. Failure to do so without prior written approval will result in the signs being inspected by AGI. Re-installation of illegally installed signs or repairs needed for signage to be in compliance with FRIP rules and guidelines will be done at the dealer's expense.

The Dealer requests that Ford Motor Company ("the Company") install the Signs referenced in this Dealership Identification Sign Installation / Removal Contract as indicated, at Dealer's expense. Dealer agrees to assume, file returns for and pay all properly assessed property and other state and local taxes applicable to the Signs. Dealer agrees to obtain and maintain any and all necessary permits or licenses for all Signs. If Dealer for any reason fails to file such returns, pay such taxes or maintain such permits or licenses, Ford may do so and charge Dealer therefore.

The above named Dealership agrees to pay for any identified nonstandard costs relating to this order, including, but not limited to costs associated with additional trip charges, incomplete image enhancement actions, abnormal foundation conditions, electrical installations in excess of 100' interior and 200' exterior, restocking fees for cancelled orders, upgrading or adjustments to existing electrical supply including clocks, timers, transformers, and photo cells, and reinforcement of walls or mounting structures.

The Company shall arrange for periodic maintenance of all Brand Signs.

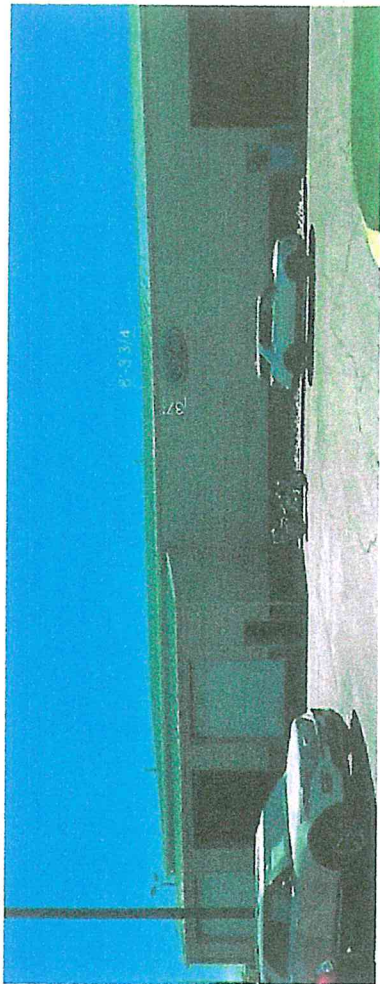
The Company shall retain the right to remove any signage.

Removal / Relocation

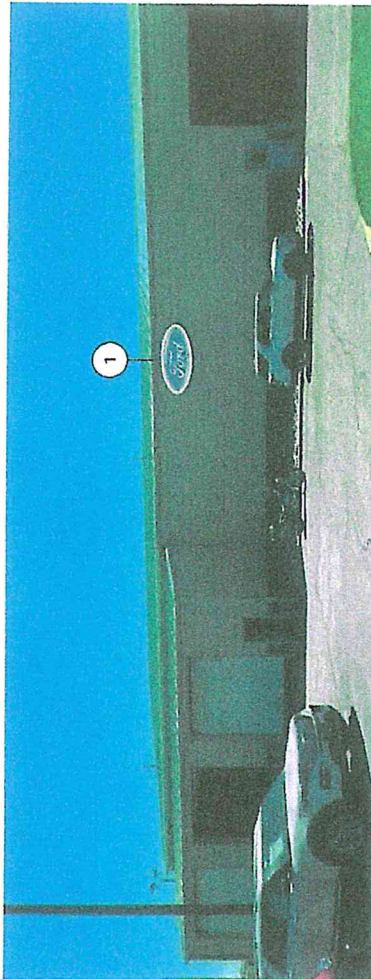
All Ford and Lincoln brand signs , primary support signs and Quick Lane signs MUST BE REMOVED OR RE-LOCATED BY Architectural Graphics Inc. (AGI), Ford Motor's only dealership sign supplier for services under the Ford Retail Identification Program.

All Ford and Lincoln brand signs , trademarked program brand signs and Quick Lane signs purchased through the Ford Retail Identification Program (FRIP) may only be reimaged, removed, relocated, repaired, refurbished or altered in accordance with FRIP and the authorized agent, AGI. Failure to do so without prior written approval will result in the signs being inspected by AGI. Re-installation of illegally moved signs or repairs needed for signage to be in compliance with FRIP rules and guidelines will be done at the dealer's expense.

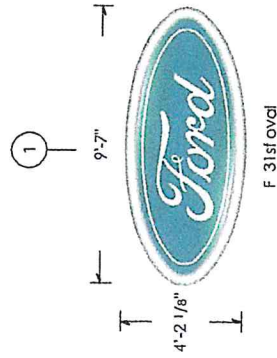
The Dealer requests that Ford Motor Company ("the Company") remove the Signs referenced in this Dealership Identification Program Sign Installation / Removal Contract as indicated, (Ford owned signs at the Company's expense, Dealer owned signs at the Dealer's expense). Upon removal of any or all signs which bear the trademark or trade name used or claimed by the Company or any of its subsidiaries, the Dealer hereby releases the Company from any and all responsibilities with respect to the referenced signs.



BEFORE

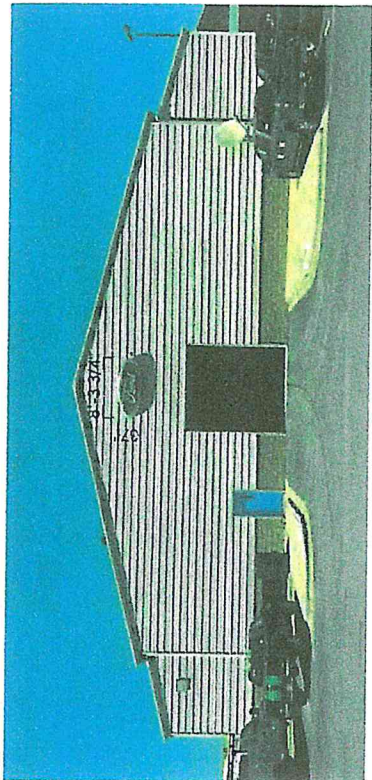


AFTER

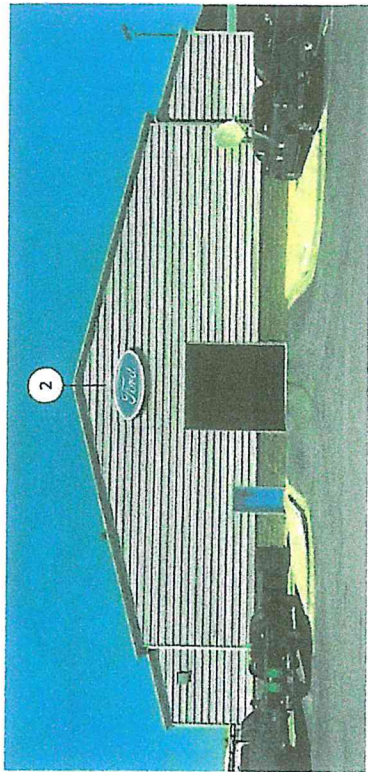


ARTISTIC REPRESENTATION ONLY. DUE TO PERSPECTIVE AND DISTORTION ISSUES INHERENT IN PHOTOS, ACCURACY IS NOT GUARANTEED.

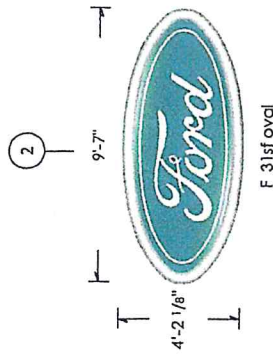
Dealer Code #:	F74632	Dealership Name:	Laurel Ford	File Name:	Laurel Ford F74632	Approved by:	Name _____ Date _____	AGI	Sheet No. 1
		City, State:	Laurel, MT	Scale:	Photos: 1/16"=1' (11x17 paper) Signs: 1/4"=1'				
		Date:	7/20/20	Drawn by:	M. Folden	Rev 1:	Rev 2:	Rev 3:	Rev 4:




BEFORE

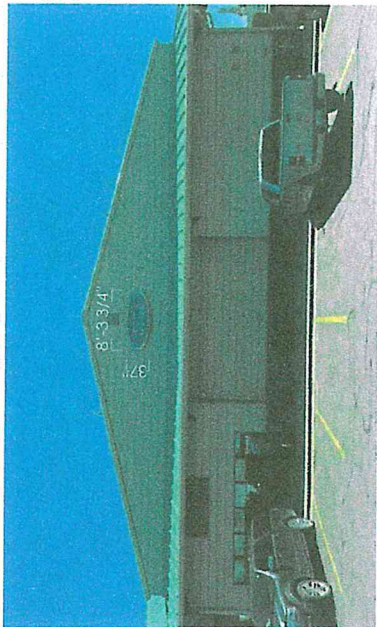


AFTER

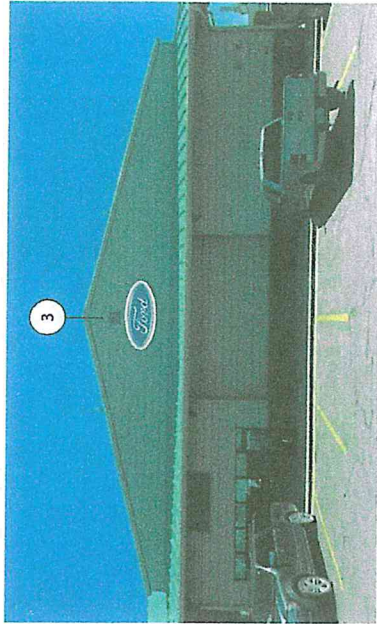


ARTISTIC REPRESENTATION ONLY. DUE TO PERSPECTIVE AND DISTORTION ISSUES INHERENT IN PHOTOS, ACCURACY IS NOT GUARANTEED.

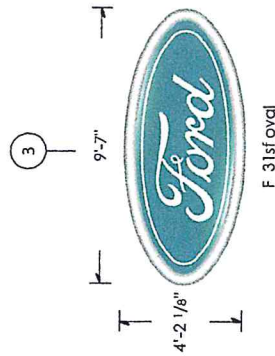
Dealer Code #:	F74632	Dealership Name:	Laurel Ford	File Name:	Laurel Ford F74632	Approved by:	Name _____ Date _____	AGI	Sheet No. 2
	 LINCOLN	City, State:	Laurel, MT	Scale:	Photos: 1/16"=1' (11x17 paper) Signs: 1/4"=1'	Rev 1:	Rev 2:		
		Date:	7/20/20	Drawn by:	M. Folden				



BEFORE



AFTER



ARTISTIC REPRESENTATION ONLY. DUE TO PERSPECTIVE AND DISTORTION ISSUES INHERENT IN PHOTOS, ACCURACY IS NOT GUARANTEED.

Dealer Code #:	F74632	Dealership Name:	Laurel Ford	File Name:	Laurel Ford F74632	Approved by:	Name _____ Date _____	AGI	Sheet No. 3
		City, State:	Laurel, MT	Scale:	Photos: 1/16"=1' (11x17 paper) Signs: 1/4"=1'				
		Date:	7/20/20	Drawn by:	M. Folden	Rev 1:	Rev 2:	Rev 3:	Rev 4:

Condition of Signs removed



New sign facing 4th Street



New Sign Facing Freeway



New Sign Facing lot display



INSULATION

Previous Applications (if any)	Date	Control No.	Approved
Parking lot Repair + Restoration	3/28/2017	I 04137	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Restoration of exterior log Cabin + fence	3/28/2017	F24317	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signage	3/28/2017	F24217	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

New and Used Car Sales
Service and Parts Sales + Service

Brief Description of Project.

Repair Shop Insulation - that has fallen down.

Brief Description of Project Time Line.

Oct 2020 Bids received
Apr 2021 Work Commenced
Currently awaiting completion

Explain how the project will support and/or improve the down town district.

Improve energy costs by having shop properly insulated.

What type(s) of development and/or physical improvements are being considered?

Insulation will be taped and strapped to ceiling to insure that it stays in place moving forward

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
_____	_____ C.C. Insulation + Urethane
_____	_____ 1300 B Lockwood Pl
_____	_____ Billings, MT 59101

C.C. Insulation & Urethane, Inc.

1300B Lockwood Rd.

Billings, MT 59101

Phone 406-245-3636

Estimate

Date	Estimate #
10/26/2020	18127

Name / Address
Laurel Ford 500 S.E. 4th St Laurel Mt. 59044

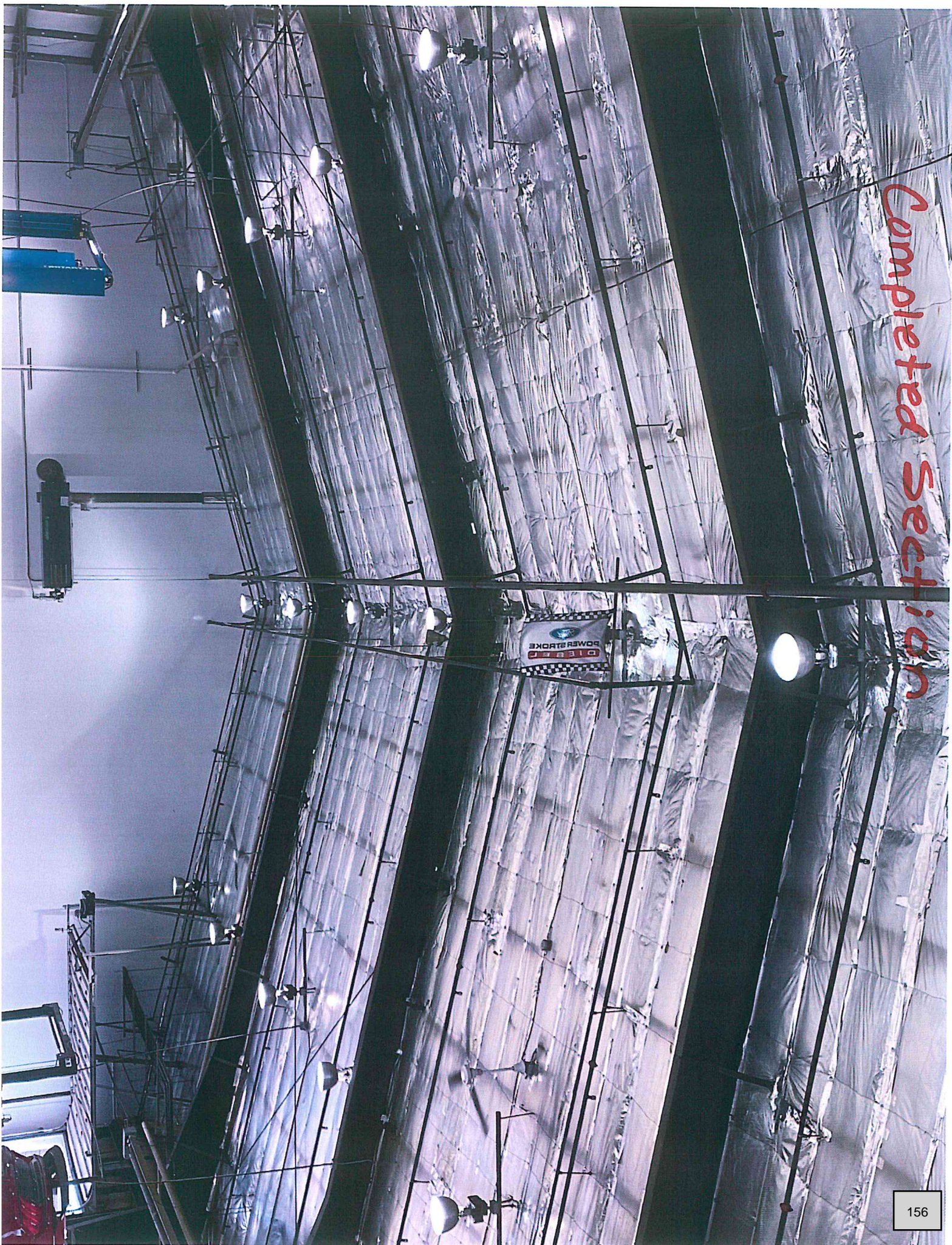


REP	Job Name	Job #
DB	Ceiling Fix	

Description	
Screws and washers with tape on seams that are falling down Scoping Lift Rental	
Option #1---Strapping installed on ceiling Strapping installed on ceiling	Add to total \$ 3,866.26
22796.77 w/ strapping	
Total	\$18,930.51

Before - Insulation falling down

Completed Section



PAVING

Previous Applications (if any)	Date	Control No.	Approved
Parking lot Repair + Restoration	3/28/2017	I 04137	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Restoration of exterior log Cabin + fence	3/28/2017	F 24317	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signage	3/28/2017	F 24217	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

New and Used car Sales
Service and Parts Sales + Service

Brief Description of Project.

To replace existing asphalt that was installed in 1996.

Brief Description of Project Time Line.

June 2020 - obtained bids from multiple contractors.
May 2021 - Selected Askin Const. to perform the work.
Est. Project start date - Aug 2021
Estimate 30 days to completion from start date.

Explain how the project will support and/or improve the down town district.

Give all five acres a renewed look and improve drainage.

What type(s) of development and/or physical improvements are being considered?

New Asphalt + Curbing. Also we will be removing a large section of lawn which will reduce water consumption while maintaining the current curb appeal of lawn + trees.

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
_____	Askin Construction
_____	3300 2nd Ave, Suite 3
_____	Billings, MT 59101



Building Efficiency Together

Bid Proposal

Askin Construction
3300 2nd Ave. N, Suite 3
Billings, MT 59101
406-702-1097
Toddd@askinconstruction.com

05/26/2021

QUOTE Laurel Ford
TO 500 SE 4th Street
Laurel, MT 59044

JOB		LOCATION		START DATE	
laurel ford update		Laurel		TBD	

Item	Description	Quantity	Unit	Unit Price	Total
	MOBILIZATION	1.000	LS	\$14,500.00	\$14,500.00
	RESET LIGHT POLES	4.000	EA	\$1,600.00	\$6,400.00
	WEST OVERLAY AREA (ORANGE ON PLANSHEET)	8,876.400	SF	\$ 1.60	\$14,202.24
	CENTER MILLING AREA (RED ON PLAN SHEET)	34,075.300	SF	\$ 2.35	\$80,076.96
	EAST OVERLAY AREA (GREEN ON PLAN SHEET)	69,451.750	SF	\$ 1.60	\$111,121.60
	NEW PARKING AREA (BLUE ON PLAN SHEET)	6,669.400	SF	\$ 5.00	\$33,347.00
	NORTH MILLINGS AREA (GOLD ON PLAN SHEET)	14,283.600	SF	\$ 2.35	\$33,566.46
	SOUTH OVERLAY AREA (PLUM ON PLAN SHEET)	24,969.520	SF	\$ 1.60	\$39,951.23
	WEST MILLING AREA (LIGHT BLUE ON PLAN SHEET)	7,114.100	SF	\$ 2.35	\$16,718.14
	NEW ASPHALT PAVING SOUTHEAST PARKING LOT	7,812.400	SF	\$ 5.00	\$39,062.00
Base bid with milling					\$388,945.62
	MOBLIZATION	1.000	LS	\$12,500.00	\$12,500.00
	RESET LIGHT POLES	4.000	EA	\$1,600.00	\$6,400.00
	WEST OVERLAY AREA (ORANGE ON PLANSHEET)	8,876.400	SF	\$ 1.60	\$14,202.24
	CENTER MILLING AREA (RED ON PLAN SHEET)	34,075.300	SF	\$ 2.65	\$90,299.55
	EAST OVERLAY AREA (GREEN ON PLAN SHEET)	69,451.750	SF	\$ 1.60	\$111,122.80
	NEW PARKING AREA (BLUE ON PLAN SHEET)	6,669.400	SF	\$ 5.00	\$33,347.00
	NORTH MILLINGS AREA (GOLD ON PLAN SHEET)	14,283.600	SF	\$ 2.65	\$37,851.54
	SOUTH OVERLAY AREA (PLUM ON PLAN SHEET)	24,969.520	SF	\$ 1.60	\$39,951.23
	WEST MILLING AREA (LIGHT BLUE ON PLAN SHEET)	7,114.100	SF	\$ 2.65	\$18,852.37
	NEW ASPHALT PAVING SOUTHEAST PARKING LOT	7,812.400	SF	\$ 5.00	\$39,062.00
Alternate bid with removal instead of milling					\$403,588.72

Notes and additional clarifications:

- Price is for a 2" overlay or 3" of new asphalt depending upon section of work done and which alternates are selected.
- Price includes replacement of existing striping.

- New parking lot section are 3" of asphalt and 12" of 1 ½" road material.
- Price is for adjusting inlets is included.
- Soft spots are an unknown condition and any required dig out and replacement due to soft subgrade will be billed out on time and material basis.
- Replacement of 30 lf curb and gutter is included and additional concrete work can be completed at additional cost.
- Excludes any item of work not specifically listed above.
- All bid items are tied and cannot be independently contracted unless agreed to by Askin Construction.
- Bond is not included.
- Project will create dust; contractor will work to minimize the amount but cannot be responsible for cleaning of vehicles.
- Excludes cold weather work and does not include any allowance in estimate.
- All landscape restoration/shoulder work is to be done by others.
- OCP, Builder Risk, Railroad Protective or other special insurance is excluded.
- All handling & disposal of hazardous/contaminated materials of any kind is specifically excluded.
- Project schedule to be agreed upon between owner and contractor prior to start date.
- This proposal is contingent upon a mutually agreeable start date, contract- including this proposal as a standard attachment, and pre-construction schedule.
- We have assumed that the site will be available for temporary staging/stockpile area and there will be unimpeded access to the work so that work can be completed without delay.
- City right of way permits, system development fees and building permits by others.
- Any unknown or conditions not readily visible are excluded.
- Payment terms to be agreed upon before start of work.
- This proposal is based on the current price of labor and materials, an if not accepted within 30 days from the date submitted the right is reserved to submit a new proposal.

Sincerely,

Todd Dixon
Estimator

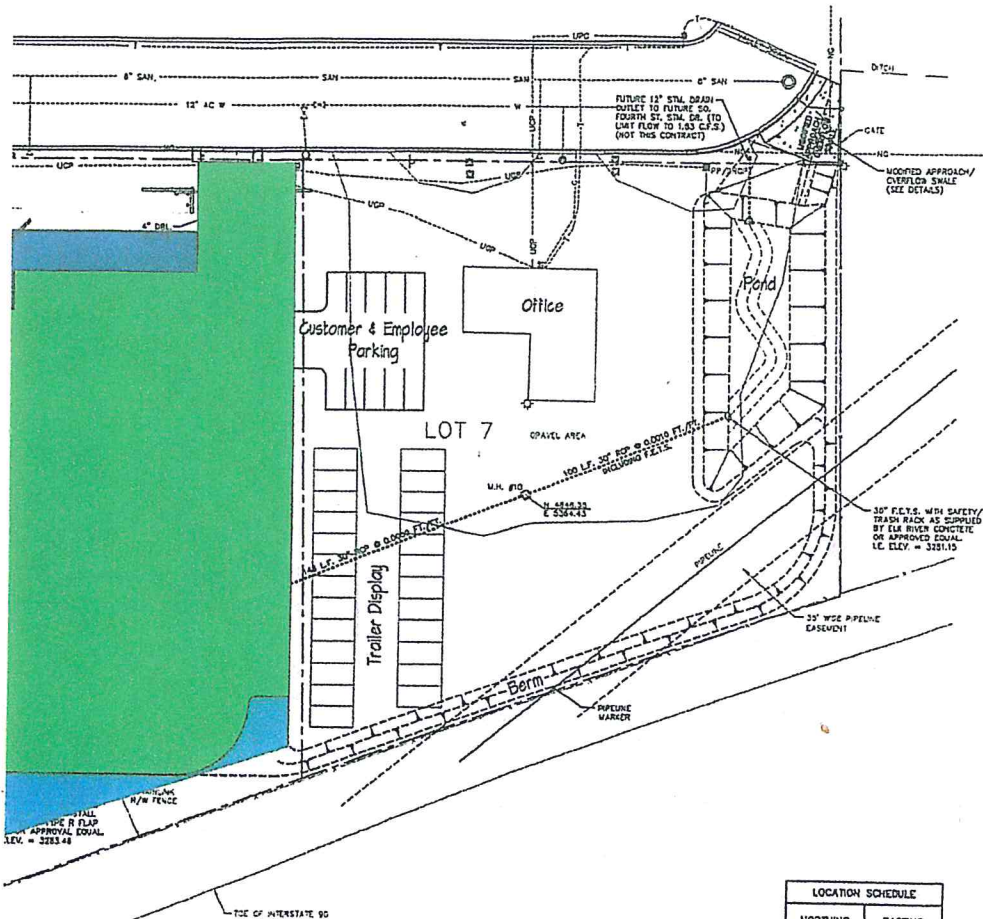
Arian E. Collins
Keith A. Nul
Mark L. Woerman, AIA
Principal Architects



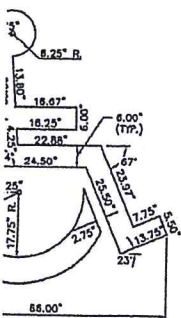
P.O. Box 6264
Olympia, Washington 98507
206-754-5788
206-754-5796 Fax

HIKMA ASSOCIATES
ENGINEERS-PLANNERS

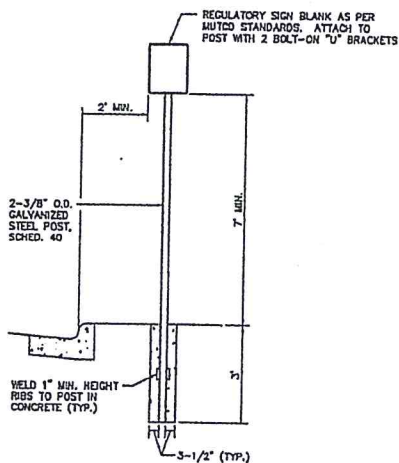
LAUREL FORD
LAUREL, MONTANA



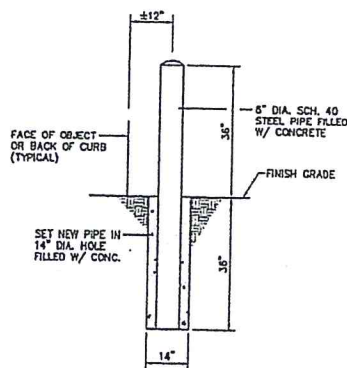
LOCATION SCHEDULE	
NORTHING	EASTING
4913.78	4772.55
4914.99	4816.10
4836.89	4815.35

[illegible]

PAVEMENT MARKING SYMBOL



DETAIL
SIGN INSTALLATION
NOT TO SCALE

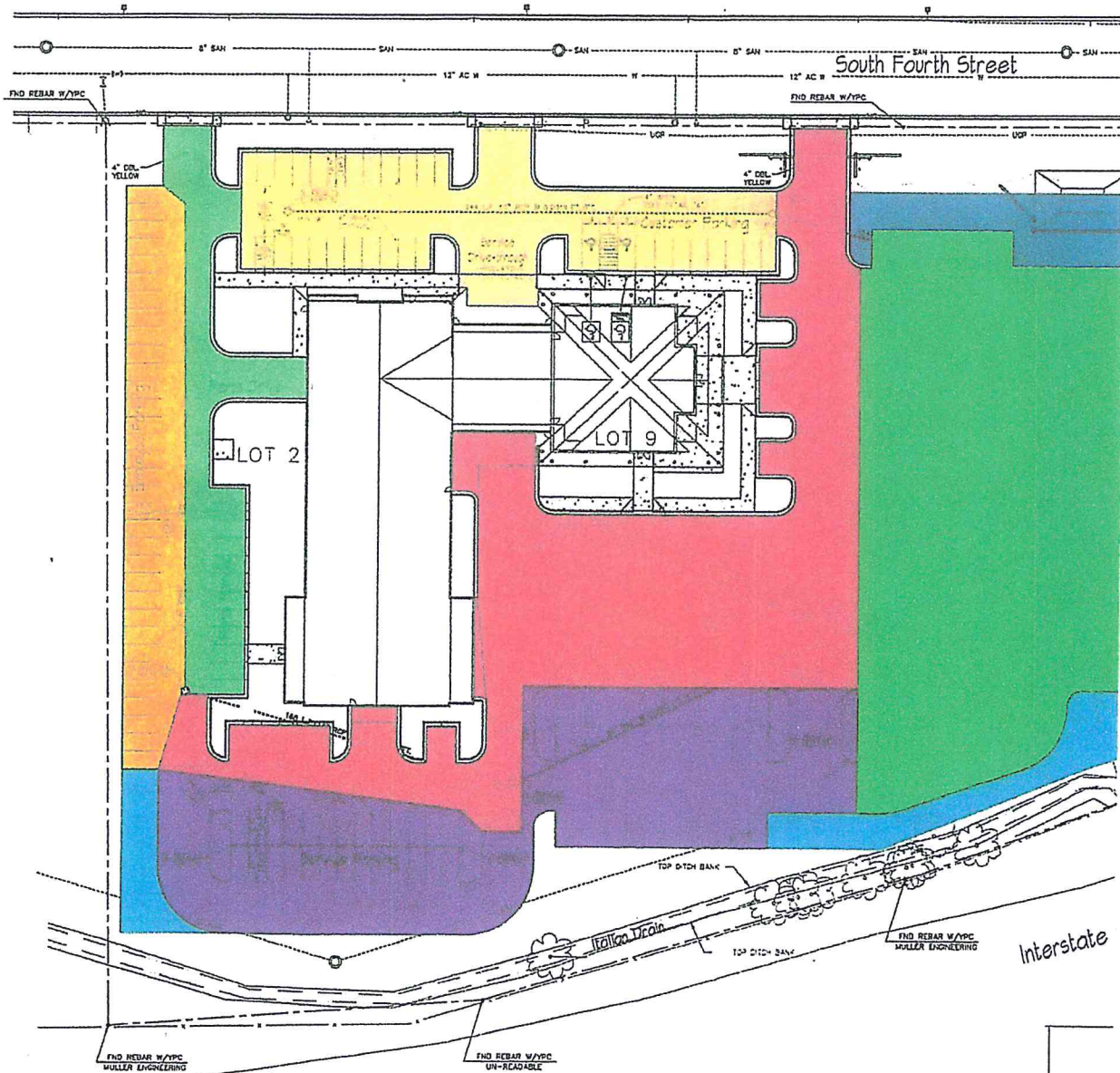


DETAIL
BOLLARD
NOT TO SCALE

Project No. 579
Date 8/1/95
Drawn By DCR/HKM

Title STORM DRAIN / STRIPING PLAN

Sheet No **C1.2**

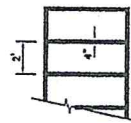


M.H. #1 48" TYPE IVA INLET N 4925.79 E 4851.82 RM EL. = 3267.06 I.E. OUT (E) = 3284.00	M.H. #2 48" TYPE IVA INLET N 4925.79 E 4851.82 RM EL. = 3267.06 I.E. IN (W) = 3283.26 I.E. OUT (SE) = 3283.48	M.H. #3 48" TYPE IVA INLET N 4916.23 E 5055.33 RM EL. = 3286.20 I.E. IN (NW) = 3283.12 I.E. OUT (S) = 3282.82	M.H. #4 48" TYPE IVA INLET N 4916.23 E 5055.33 RM EL. = 3286.20 I.E. IN (W) = 3283.12 I.E. OUT (SE) = 3282.82	M.H. #5 48" TYPE IVA INLET N 4916.23 E 5055.33 RM EL. = 3286.20 I.E. IN (NW) = 3283.12 I.E. OUT (SE) = 3282.82
M.H. #6 48" TYPE IVA INLET N 4727.23 E 4851.82 RM EL. = 3286.70 I.E. IN (SW) = 3282.70 I.E. OUT (NE) = 3282.81	M.H. #7 72" TYPE IVA INLET N 4727.23 E 4851.82 RM EL. = 3286.70 I.E. IN (SW) = 3282.70 I.E. OUT (NE) = 3282.81	M.H. #8 48" TYPE IVA INLET N 4916.23 E 5055.33 RM EL. = 3286.20 I.E. IN (NW) = 3283.12 I.E. OUT (S) = 3282.82	M.H. #9 72" TYPE IVA INLET N 4916.23 E 5055.33 RM EL. = 3286.20 I.E. IN (W) = 3283.12 I.E. OUT (SE) = 3282.82	M.H. #10 60" TYPE IVA MANHOLE N 4884.33 E 5344.43 RM EL. = 3285.70 I.E. IN (SW) = 3281.25 I.E. OUT (NE) = 3281.33

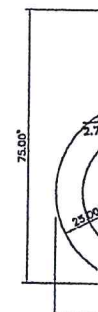
NOTE: M.H. #10 IS A 60" TYPE IVA MANHOLE WITH UG 301-7 FRAME AND UG 301-A C.I. COVER OR APPROVED EQUAL UG 2" ACACUSING PILES.



SITE PLAN
1" = 30'



DETAIL "A"
NOT TO SCALE



DETAIL HANDICAP
NOT TO SCALE



North Parking / 4th Street



FLOORING

Previous Applications (if any)	Date	Control No.	Approved
Parking lot Repair + Restoration	3/28/2017	I 04137	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Restoration of exterior log Cabin + fence	3/28/2017	F 24317	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signage	3/28/2017	F 24217	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

New and Used Car Sales
Service and Parts Sales and Service

Brief Description of Project.

Remove + Replace Flooring in Customer Kitchen/
Lounge area

Brief Description of Project Time Line.

Apr 2021 Spoke with local flooring store and obtained quote
May 2021 Current Flooring removed and new flooring installed
" " Received Final Bill

Explain how the project will support and/or improve the down town district.

Keeps interior of Facility modern and comfortable for guests.

What type(s) of development and/or physical improvements are being considered?

Replace floor with updated water Proof Commercial materials designed to last 15-20 years

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
_____	_____ KC Interiors, LLC
_____	_____ 213 West Main
_____	_____ Laurel, MT 59044

Applicant Initials EH

New Kitchen Floor
For guest lounge



New Kitchen Floor



EV CHARGERS

Previous Applications (if any)	Date	Control No.	Approved
Parking lot Repair + Restoration	3/28/2017	I 04137	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Restoration of exterior Log Cabin + fence	3/28/2017	F 24317	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Signage	3/28/2017	F 24217	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

New and Used Car Sales
Service and Parts Sales + Service

Brief Description of Project.

Modernize Facility to offer public access to electric vehicle charging stations during normal business hours.

Brief Description of Project Time Line.

Contracted Ace Electric in Dec of 2020 to extend wiring and electrical to customer parking.
Jan 2021 - chargers ordered from Ford.
Feb 2021 - All work completed and paid.

Explain how the project will support and/or improve the down town district.

Will access for public charging to electric vehicle customers and providing a greener environment for the City of Laurel.

What type(s) of development and/or physical improvements are being considered?

Permanant chargers placed in public parking.

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
_____	_____ Ace Electric
_____	_____ 808 W main St
_____	_____ Laurel, MT. 59044

UN DATE: 03/26/2021
 RUN TIME: 01:18:18
 ATTENTION: OFFICE MANAGER

FORD PARTS AND SERVICES DIVISION
 CONDENSED DEALER PARTS STATEMENT
 TRANSMITTED DETAIL
 AS OF 03/25/2021

BP021009
 PAGE: 1

P & A CODE: 04003 LAUREL FORD

POST CODE	POST DATE	SUM NUM	REFERENCE NUMBER	PARTS AND ACCESSORIES	MISCELLANEOUS	STOCK ORDER DISCOUNT/DOI*	CURRENT NET CHARGE / CR
20	02/26	061	M16558	1,084.43		13.16-	1,071.27
20	03/01	061	M19982	1,166.49		13.68-	1,152.81
20	03/02	061	M23407	3,151.93	19.96-	30.37-	3,101.60
20	03/03	061	M26871	1,288.93		19.32-	1,269.61
20	03/04	061	M30329	1,960.22	80.36	21.39-	2,019.19
20	03/05	061	M33783	4,154.40	9.83	46.72-	4,117.51
20	03/08	061	M37224	1,651.60		13.75-	1,637.85
20	03/09	061	M40685	3,522.36	153.03-	17.35-	3,351.98
20	03/10	061	M44134	5,674.48	5.28	49.42-	5,630.34
20	03/11	061	M47570	1,637.31	60.00	22.28-	1,675.03
20	03/12	061	M51010	1,691.17	26.85	21.21-	1,696.81
20	03/15	061	M54417	3,109.71	2.13	36.82-	3,075.02
20	03/16	061	M57852	2,535.90	30.68	33.60-	2,532.98
20	03/17	061	M61328	10,018.65	8.53	65.76-	9,961.42
20	03/18	061	M64770	1,054.63	2.44	15.75-	1,041.32
20	03/19	061	M68210	1,912.07	8.73	16.65-	1,904.15
20	03/22	061	M71608	6,868.91	73.09	45.05-	6,896.95
20	03/23	061	M74976	3,383.97		22.29-	3,361.68
20	03/24	061	M78429	3,809.16		54.45-	3,754.71
20	03/25	061	M81880	1,945.54	23.10	25.96-	1,942.68
71	03/01	61C	Z81614	1,500.00-			1,500.00-
71	03/05	61C	Z85588	9,820.00-			9,820.00-
71	03/22	61C	Z97502	52.04-		0.29	51.75-
32	03/09	061	523311		424.20-		424.20-
			MC BULK OIL: DEALER LOYALTY				
32	03/09	062	523312		300.00		300.00
			MULTIMEDIA BILLING/CREDIT PROC				
32	03/09	062	523313		141.75		141.75
			CLUSTER BILLING/CREDIT PROCESS				
32	03/09	068	523314		5,146.25		5,146.25
			ROTUNDA TOOLS & EQUIPMENT				
32	03/09	074	523315		1,986.00		1,986.00
			FORD BLUE ADVANTAGE USED VEHIC				
32	03/09	075	523316		2,346.00		2,346.00
			FORDDIRECT - FORD				
32	03/09	079	523317		261.50		261.50
			DEALER PAID FCTP INSURANCE				
32	03/09	117	523318		428.00		428.00
			OECONNECTION E-COMMERCE SERVIC				
32	03/09	121	523319		79.42		79.42
			THE FORD COLLECTION BY BDA				
32	03/09	137	523320		2,287.53-		2,287.53-
			FORDPASS REWARDS (FPR)				
32	03/24	061	558623		754.92		754.92
			CONTINUING ENROLLMENT PROGRAM				
32	03/24	061	558624		416.70		416.70
			ROTUNDA-VCM SOFTWARE RENEWAL				
32	03/24	062	558625		300.00-		300.00-
			MULTIMEDIA BILLING/CREDIT PROC				

4742.00



PO Box 520
808 W Main Street
Laurel, MT 59044

Invoice

Invoice Number
2409
Invoice Date
12/10/2020

Bill To: LAUREL FORD
500 S.E. 4TH ST

Re: 500 S.E. 4TH ST
LAUREL, MT 59044

LAUREL, MT 59044
JULIEG@LAURELFORD.NET

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
S001834			Due Upon Receipt	12/10/2020
Description				Price

EXTEND CIRCUIT IN SHOP TO INSTALL
AND CONNECTION TO CHARGER. RUN
LOCATION. PRICING INCLUDES REMO
CITCUT. \$4,355.00.

BILLED AS QUOTED

ACE ELECTRIC
808 WEST MAIN STREET
LAUREL MT 59044
406-628-8886

Merchant ID: 9524019065
Term ID: 6718

Sale

AUREL FORD. INCLUDES MOUNTING
CAL ROOM TO OUTSIDE CHARGER
PHALT TO INSTALL UG PORTION OF

VISA
XXXXXXXXXXXX4246
Entry Method: Keyed
Apprvd: Online Batch#: 000037
02/18/21 13:49:39
AVS Code: Y
CVV2 Code: H
Inv#: 00000001 Appr Code: 02475G

4,355.00

Total: USD\$ 4,311.45

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

X _____

Customer Copy

THANK YOU

Subtotal \$ 4,355.00

Total Due \$ 4,355.00

Thank you for your business!

BP0006CO FORD CUSTOMER SERVICE DIVISION RUN DATE: 03/09/2021

MISCELLANEOUS INVOICE/CREDIT MEMO PAGE: 1 OF

-CUSTOMER: 04003 LOC NO: 91 INVOICE DATE: 03/09/2021 DOCUMENT NO: 523314

-14929 ROTUNDA TOOLS & EQUIPMENT

GENERAL SERVICE EQUIPMENT PROGRAM

PROGRAM/SERVICE ORIGINATED BY FCSD - ROTUNDA

INQUIRY CONTACT: ROTUNDA

28635 MOUND ROAD

WARREN, MI 48092

CUST SERVICE (PH: OPTION#2)

TOLL FREE (800) 768-8632

DEPT: NONE AUTHORIZED BY:

-CHARGES/SERVICES/MATERIALS FOR CUSTOMER 04003-

INVOICE# FORD PART#	PART DESCRIPTION			
DESCRIPTION				
-----	QUANTITY	UNIT PRICE	EXT AMOUNT	TAXES
	-----	-----	-----	-----
2106332673	FREIGHT CHARGE			
	1	231.00	231.00	
DATE SHIPPED 02/01/21				
2106332673	SALES ORDER NBR: 1001129809			
DATE SHIPPED 02/01/21				
2106332673 162-A741	Rescue Charger			
	1	563.00	563.00	
DATE SHIPPED 02/01/21				
2106332673 162-A774	2D WIRELESS SC			
	1	448.00	448.00	
DATE SHIPPED 02/01/21				

TOTALS:

TOTAL AMOUNT DUE:

-REMARKS:

FOR INQUIRIES	PAGE NO	CUSTOMER	BILL TO
-----	-----	-----	-----
SEE INQUIRY CONTACT	1 OF	04003	LAUREL FORD
BOX ABOVE			500 S.E. FOURTH STREET
			LAUREL MT 59044

BP0006CO

FORD CUSTOMER SERVICE DIVISION

RUN DATE: 03/09/2021

MISCELLANEOUS INVOICE/CREDIT MEMO

PAGE: 2 OF 2

-CUSTOMER: 04003

LOC NO: 91

INVOICE DATE: 03/09/2021

DOCUMENT NO: 523314

A

-DESCRIPTION

QUANTITY	UNIT PRICE	EXT AMOUNT	TAXES
2106332673 162-XRC3363PROMO	xrc-3363 FORD		
1	2,900.00	2,900.00	
DATE SHIPPED 02/01/21			
2106335606	SALES ORDER NBR: 1001431639		
DATE SHIPPED 02/05/21			
2106335606 164-R8070	Ford 3 Button		
2	90.95	181.90	
DATE SHIPPED 02/05/21			
2106338340	SALES ORDER NBR: 1001435893		
DATE SHIPPED 02/10/21			
2106338340 164-R8070	Ford 3 Button		
5	86.90	434.50	
DATE SHIPPED 02/10/21			
2106340501	SALES ORDER NBR: 1001440441		
DATE SHIPPED 02/13/21			
2106340501 164-R8119	FORD 5B GEN 4		
2	128.95	257.90	
DATE SHIPPED 02/13/21			
2106340502	SALES ORDER NBR: 1001441247		
DATE SHIPPED 02/13/21			
2106340502 164-R8131	Ford 3B Side-M		
1	129.95	129.95	
DATE SHIPPED 02/13/21			

2424
4142.00

APPROVED
DATE: 3/18/21
EXPENSE TO:

1400-1024.25
6550-(20.00)

TOTALS: 5,146.25 .00
TOTAL AMOUNT DUE: 5,146.25

-REMARKS:

FOR INQUIRIES	PAGE NO	CUSTOMER	BILL TO
SEE INQUIRY CONTACT BOX ABOVE	2 OF 2	04003	LAUREL FORD 500 S.E. FOURTH STREET LAUREL MT 59044

POSTED
MAR 10 2021



EV Completed Charging Station



LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. 20-0220-113212

RECEIVED OFFICE USE ONLY MAY 14 2021 BY <i>[Signature]</i>	
LURA REVIEW	DATE 6/21/21
PLANNER REVIEW	DATE
CITY COUNCIL	DATE

Grant Application

- ☐ Small Grant (up to \$5,000)
- ☐ Technical Assistance Grant
- ☐ Façade Grant
- ☐ Signage and Awning Grant (Up to \$3,000)
- ☒ Large Grant (Greater than \$5,000)

Applicant Name (Last, First Middle) Carter Marvin Lee		Applicant Phone (406) 628-6113	
Applicant Mailing Address (Street, City, State Zip) 307 Sixth Ave. Laurel, Mt. 59044		Applicant E-Mail Address Laurel Eagles 2564 @gmail.com	
Business Name Fraternal order of Eagles 2564		Laurel Business License Number 143	
Business Physical Address (Street, City, State Zip) 313 West Main Laurel, Mt. 59044		Business Phone (406) 628-4503	
Business Activities (i.e. retail, office, etc.) Fraternal organization, Retail bar, Gaming machines, Business mtgs			
Business Owner Name (Last, First Middle) <input type="checkbox"/> Same as Applicant Eagles Club		Business Owner Phone (406) 628-4503	
Business Owner Mailing Address (Street, City, State Zip) 313 West Main Laurel, Mt. 59044		Business Owner E-Mail Address	
Building Frontage (building length along a public street) 90 feet	Building Height (number of stories defined by current code) _____ feet One stories	Historical District Building <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Approved / /
Property Legal Description (i.e. assessor parcel number)			
Property Legal Owner and Contact Information Fraternal Orde of Eagles 2564			

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature <i>Marvin Carter</i>	Date (MM/DD/YYYY) 5/15/21
---	------------------------------

**INCOMPLETE APPLICATIONS
SHALL BE RETURNED**

Application processing time is a
minimum of 60 business days.

Return Completed Applications To:
Laurel Urban Renewal Agency (LURA)
ATTN: City Planner
PO Box 10
Laurel, MT 59044
(406) 628-7431

Applicant Initials *M.C.*

Page 1 of 5

Previous Applications (if any)	Date	Control No.	Approved
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

We are a Semi-private/public establishment. We serve Beer, Wine, and mixed drinks. We have Gaming machines, 3 Tv's, Pool Table, Juke box, and meeting Hall. Our MOTTO: SERVING PEOPLE.

Our building is one of the oldest in Laurel. Our CHARTER dates back to 1943.

Brief Description of Project.

Remodel the (BACK BAR) which includes replacing the cooler, new shelves, mirrors, electrical, plumbing, raising the soffitt, replace ceiling, replacing floor, painting and major carpentry construction.

Brief Description of Project Time Line.

The construction will start in July. Our completion date is 45-60 days.

Explain how the project will support and/or improve the down town district.

Any change is a major improvement. These older buildings need some tender love and care. We want the public to feel welcome coming into a brighter and more lighted building.

What type(s) of development and/or physical improvements are being considered?

Upgrading the electrical, plumbing, and installing 2 modern coolers. The present cooler is worn-out. It cannot be repaired.

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
_____	David Yeager
_____	Bearclaw Cabinets & Construction
_____	4771 Snow Line Vista Way
_____	Laurel, Mt. 59044

What type of general Small Grant is needed?	MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____,____.____	\$____,____.____
<input type="checkbox"/> Walls (interior)		\$____,____.____	\$____,____.____
<input type="checkbox"/> Roof, Ceiling		\$____,____.____	\$____,____.____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____,____.____	\$____,____.____
<input type="checkbox"/> Insulation		\$____,____.____	\$____,____.____
<input type="checkbox"/> Programmable Thermostats		\$____,____.____	\$____,____.____
<input type="checkbox"/> Solar Panels and Systems		\$____,____.____	\$____,____.____
TOTAL:		\$____,____.____	\$____,____.____

What type of **Small Grant** is needed?

	Hours (up to 30 total)	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Technical Assistance			
<input type="checkbox"/> Architectural/Design Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Landscape/Hardscape Design Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Feasibility Study Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Building Permit Fees	_____	\$_____.____.	\$_____.____.
 <input type="checkbox"/> Facade Grant			
<input type="checkbox"/> Water Cleaning		\$_____.____.	\$_____.____.
<input type="checkbox"/> Prepping and Painting		\$_____.____.	\$_____.____.
<input type="checkbox"/> Window Replacement/Repair		\$_____.____.	\$_____.____.
<input type="checkbox"/> Door Replacement/Repair		\$_____.____.	\$_____.____.
<input type="checkbox"/> Entry Foyer Repairs		\$_____.____.	\$_____.____.
<input type="checkbox"/> Exterior Lighting		\$_____.____.	\$_____.____.
<input type="checkbox"/> Façade Restoration/Rehabilitation		\$_____.____.	\$_____.____.
<input type="checkbox"/> Landscape/Hardscape Improvements		\$_____.____.	\$_____.____.
 <input type="checkbox"/> Signage and Awning Grant			
<input type="checkbox"/> Signage		\$_____.____.	\$_____.____.
<input type="checkbox"/> Awning		\$_____.____.	\$_____.____.
 TOTAL:		\$_____.____.	\$_____.____.

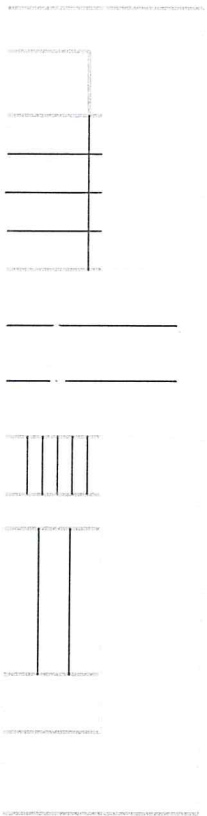
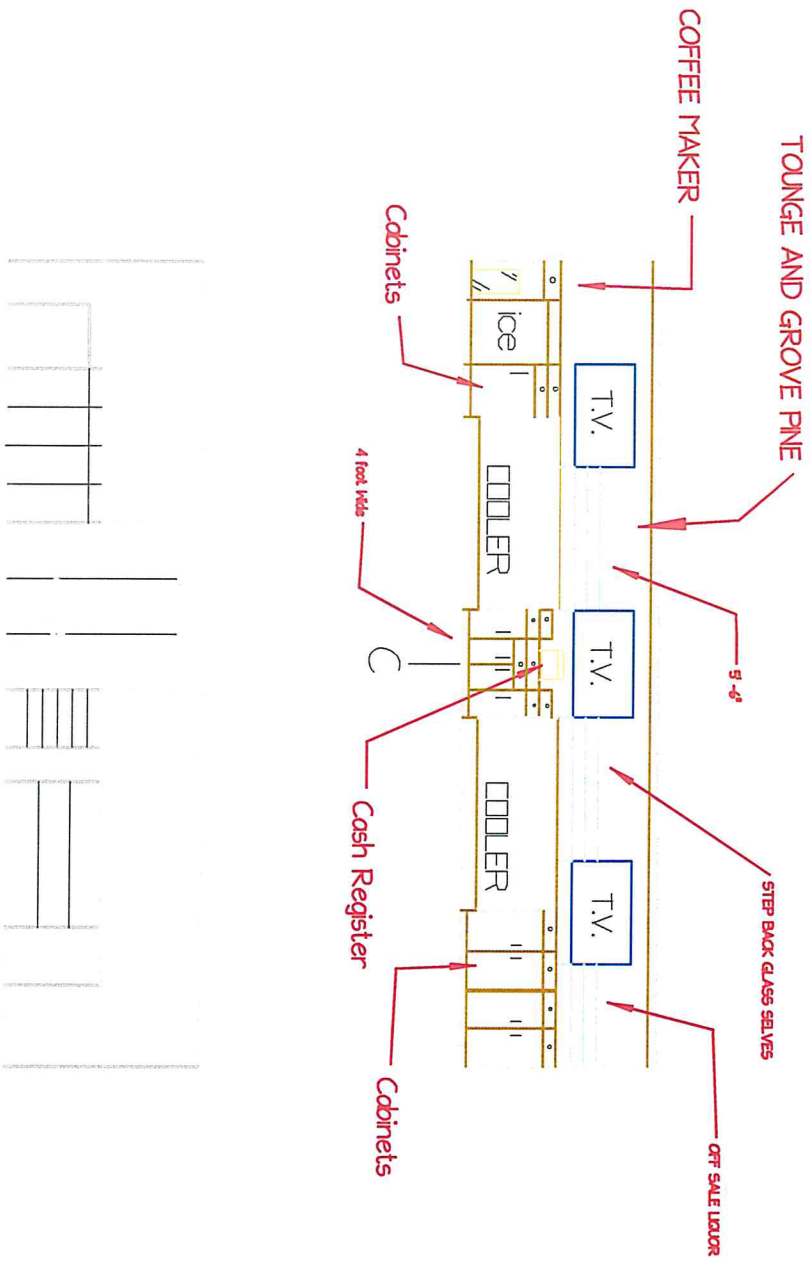
What type of Large Grant is needed?		LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	MCA 7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(n4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____.____.____	\$____.____.____
<input type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____.____.____	\$____.____.____
<input type="checkbox"/> Walls (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Roof, Ceiling		\$____.____.____	\$____.____.____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____.____.____	\$____.____.____
<input type="checkbox"/> Insulation		\$____.____.____	\$____.____.____
<input type="checkbox"/> Programmable Thermostats		\$____.____.____	\$____.____.____
<input type="checkbox"/> Solar Panels and Systems		\$____.____.____	\$____.____.____
TOTAL:		\$____.____.____	\$____.____.____

Application Checklist

- ☐ Application
- ☐ Copy of Laurel Business License
- ☐ Copy of Historical Building Verification form from Yellowstone County Historic Preservation Office
- ☐ Copy of Estimates or Paid Invoices from Applicant's Vendor (Work performed by the applicant, business owner, property owner, or employee shall not be accepted for any grant project.)
- ☐ Copy of Plans and Sketches (hand drawn will not be accepted)
- ☐ Copy of Supporting Documentation
- ☐ Photos (Before and After)
- ☐ Project Description
- ☐ Project Time Line

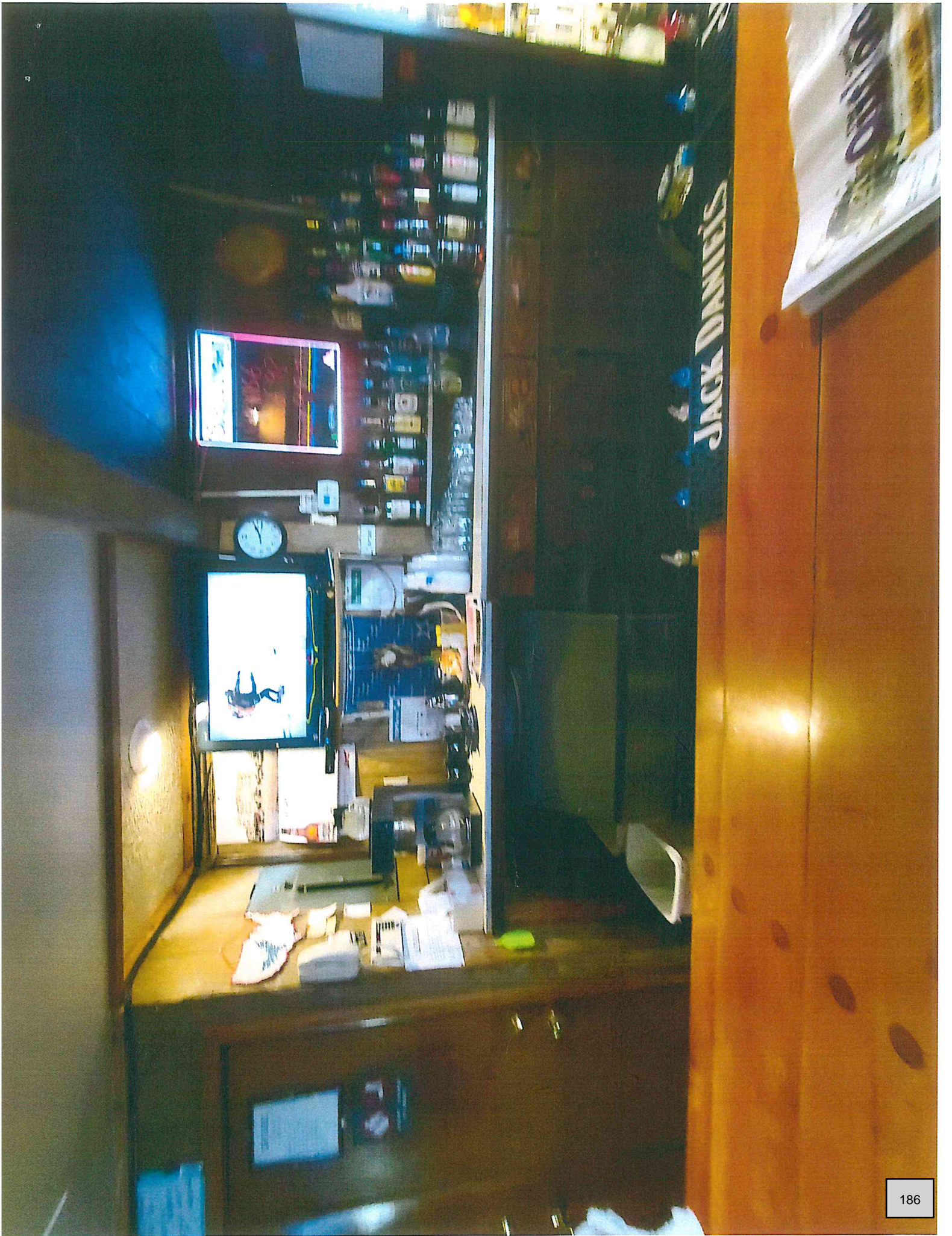
Submission of a W9 is required prior to reimbursement of grant funds

<u>ITEM</u>	<u>VENDOR</u>	<u>LURA FUNDS</u>	<u>EAGLES</u>
Demolition--Cabinets, back wall paneling, remove old wiring, and ceiling above back bar	EAGLES	\$ 600.00	\$ 600.00
Jack up soffit above bar	Rudy	\$ 100.00	\$ 200.00
Demolition--floor, level floor, resheet floor, new vinyl flooring	Rudy	\$1,000.00	\$1,000.00
Electrical wiring	Ace Electric	\$6,700.00	\$6,700.00
Phone	Tel Net	\$ 380.00	\$ 380.00
Thermostat	Eagles		\$ 100.00
Plumbing Removal pipes	Eagles		\$ 200.00
Reroute pipes	Cont.	\$ 300.00	\$ 300.00
Coolers	J&J Supply	\$4,000.00	\$4,000.00
Cabinets Front bar	D. Yeager	\$1,500.00	\$1,500.00
Back bar Const.	D. Yeager	\$6,500.00	\$6,500.00
Finish Painting etc.	Eagles	\$ 300.00	\$ 300.00
Glass work	Becker Glass	\$1,500.00	\$1,500.00
	Total	\$22,830.00	\$23,280.00













LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. 20-0220-113212

RECEIVED OFFICE USE ONLY MAY 14 2021 BY <i>[Signature]</i>	
LURA REVIEW	DATE 6/21/21
PLANNER REVIEW	DATE
CITY COUNCIL	DATE

Grant Application

- ☐ Small Grant (up to \$5,000)
- ☐ Technical Assistance Grant
- ☐ Façade Grant
- ☐ Signage and Awning Grant (Up to \$3,000)
- ☒ Large Grant (Greater than \$5,000)

Applicant Name (Last, First Middle) Carter Marvin Lee		Applicant Phone (406) 628-6113	
Applicant Mailing Address (Street, City, State Zip) 307 Sixth Ave. Laurel, Mt. 59044		Applicant E-Mail Address Laurel Eagles 2564 @gmail.com	
Business Name Fraternal order of Eagles 2564		Laurel Business License Number 143	
Business Physical Address (Street, City, State Zip) 313 West Main Laurel, Mt. 59044		Business Phone (406) 628-4503	
Business Activities (i.e. retail, office, etc.) Fraternal organization, Retail bar, Gaming machines, Business mtgs			
Business Owner Name (Last, First Middle) <input type="checkbox"/> Same as Applicant Eagles Club		Business Owner Phone (406) 628-4503	
Business Owner Mailing Address (Street, City, State Zip) 313 West Main Laurel, Mt. 59044		Business Owner E-Mail Address	
Building Frontage (building length along a public street) 90 feet	Building Height (number of stories defined by current code) _____ feet One stories	Historical District Building <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Approved / /
Property Legal Description (i.e. assessor parcel number)			
Property Legal Owner and Contact Information Fraternal Orde of Eagles 2564			

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature <i>Marvin Carter</i>	Date (MM/DD/YYYY) 5/15/21
---	------------------------------

**INCOMPLETE APPLICATIONS
SHALL BE RETURNED**

Application processing time is a
minimum of 60 business days.

Return Completed Applications To:
Laurel Urban Renewal Agency (LURA)
ATTN: City Planner
PO Box 10
Laurel, MT 59044
(406) 628-7431

Applicant Initials *M.C.*

Page 1 of 5

Previous Applications (if any)	Date	Control No.	Approved
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

We are a Semi-private/public establishment. We serve Beer, Wine, and mixed drinks. We have Gaming machines, 3 Tv's, Pool Table, Juke box, and meeting Hall. Our MOTTO: SERVING PEOPLE.

Our building is one of the oldest in Laurel. Our CHARTER dates back to 1943.

Brief Description of Project.

Remodel the (BACK BAR) which includes replacing the cooler, new shelves, mirrors, electrical, plumbing, raising the soffitt, replace ceiling, replacing floor, painting and major carpentry construction.

Brief Description of Project Time Line.

The construction will start in July. Our completion date is 45-60 days.

Explain how the project will support and/or improve the down town district.

Any change is a major improvement. These older buildings need some tender love and care. We want the public to feel welcome coming into a brighter and more lighted building.

What type(s) of development and/or physical improvements are being considered?

Upgrading the electrical, plumbing, and installing 2 modern coolers. The present cooler is worn-out. It cannot be repaired.

Name and Address of Technical Assistance Firm.	Name and Address of Contractor that will complete the work.
_____	David Yeager
_____	Bearclaw Cabinets & Construction
_____	4771 Snow Line Vista Way
_____	Laurel, Mt. 59044

What type of general Small Grant is needed?	MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____,____.____	\$____,____.____
<input type="checkbox"/> Walls (interior)		\$____,____.____	\$____,____.____
<input type="checkbox"/> Roof, Ceiling		\$____,____.____	\$____,____.____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____,____.____	\$____,____.____
<input type="checkbox"/> Insulation		\$____,____.____	\$____,____.____
<input type="checkbox"/> Programmable Thermostats		\$____,____.____	\$____,____.____
<input type="checkbox"/> Solar Panels and Systems		\$____,____.____	\$____,____.____
TOTAL:		\$____,____.____	\$____,____.____

What type of **Small Grant** is needed?

	Hours (up to 30 total)	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Technical Assistance			
<input type="checkbox"/> Architectural/Design Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Landscape/Hardscape Design Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Feasibility Study Fees	_____	\$_____.____.	\$_____.____.
<input type="checkbox"/> Building Permit Fees	_____	\$_____.____.	\$_____.____.
 <input type="checkbox"/> Facade Grant			
<input type="checkbox"/> Water Cleaning		\$_____.____.	\$_____.____.
<input type="checkbox"/> Prepping and Painting		\$_____.____.	\$_____.____.
<input type="checkbox"/> Window Replacement/Repair		\$_____.____.	\$_____.____.
<input type="checkbox"/> Door Replacement/Repair		\$_____.____.	\$_____.____.
<input type="checkbox"/> Entry Foyer Repairs		\$_____.____.	\$_____.____.
<input type="checkbox"/> Exterior Lighting		\$_____.____.	\$_____.____.
<input type="checkbox"/> Façade Restoration/Rehabilitation		\$_____.____.	\$_____.____.
<input type="checkbox"/> Landscape/Hardscape Improvements		\$_____.____.	\$_____.____.
 <input type="checkbox"/> Signage and Awning Grant			
<input type="checkbox"/> Signage		\$_____.____.	\$_____.____.
<input type="checkbox"/> Awning		\$_____.____.	\$_____.____.
 TOTAL:		\$_____.____.	\$_____.____.

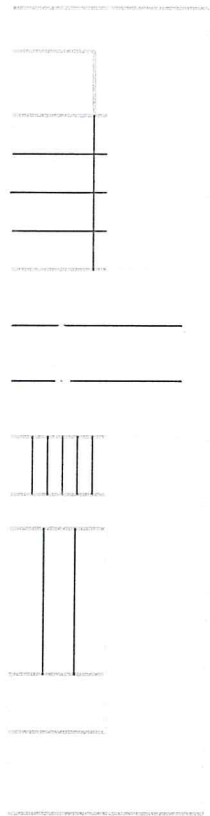
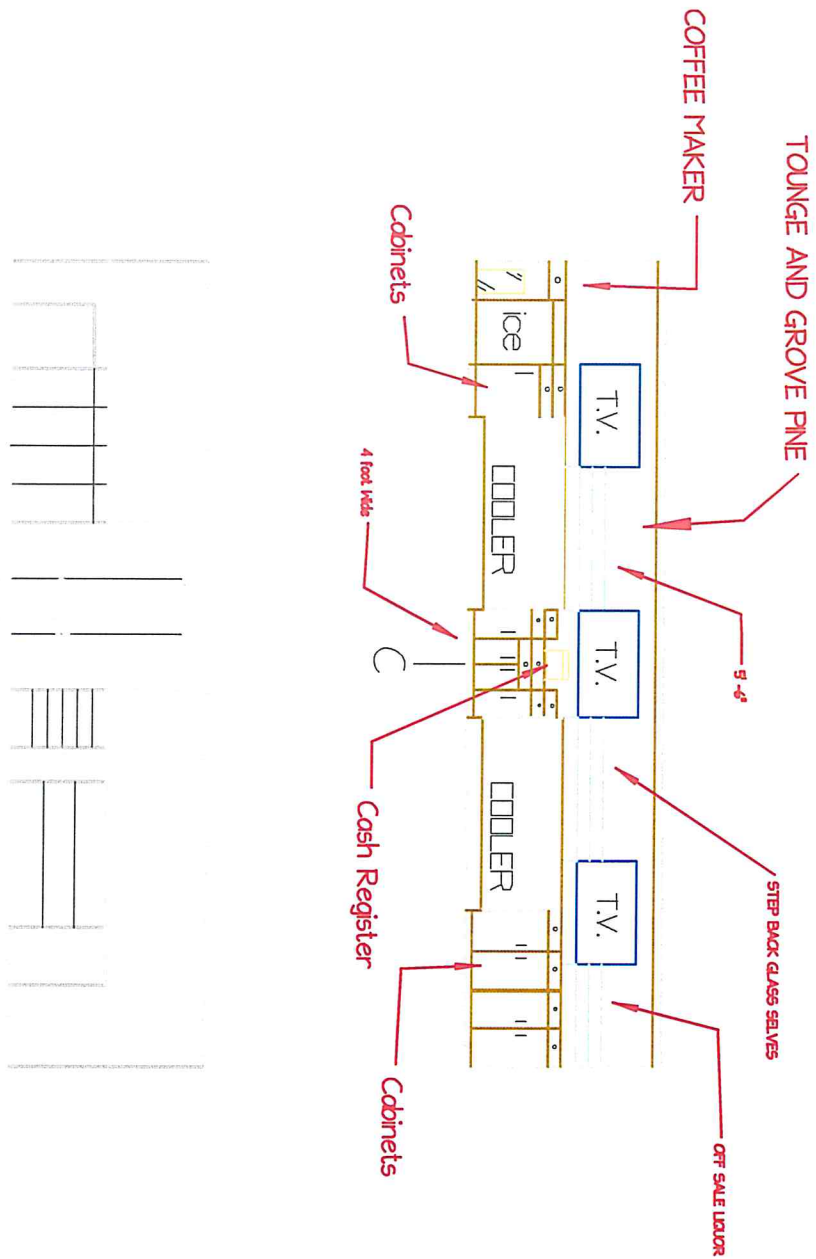
What type of Large Grant is needed?		LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Demolition/Abatement of Structure for Removal of Blight	MCA 7-15-4288(2)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Sidewalks, Curbs, Gutters	7-15-4288(2)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Public Utilities			
<input type="checkbox"/> Water, Wastewater, Storm Water	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Intersection Signals & HAWK Crossing	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Street & Alley Surface Improvements	7-15-4288(n4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Crosswalks	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Green Space & Water Ways	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Improvement of Pedestrian Areas	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Historical Restorations	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Off Street Parking for Public Use	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Bridges & Walkways	7-15-4288(4)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Pollution Reduction	7-15-4288(12)	\$____,____.____	\$____,____.____
<input type="checkbox"/> Structural Repair			
<input type="checkbox"/> Flooring		\$____,____.____	\$____,____.____
<input type="checkbox"/> Walls (interior)		\$____,____.____	\$____,____.____
<input type="checkbox"/> Roof, Ceiling		\$____,____.____	\$____,____.____
<input type="checkbox"/> Energy Efficiency Improvements			
<input type="checkbox"/> LED Lighting (interior)		\$____,____.____	\$____,____.____
<input type="checkbox"/> Insulation		\$____,____.____	\$____,____.____
<input type="checkbox"/> Programmable Thermostats		\$____,____.____	\$____,____.____
<input type="checkbox"/> Solar Panels and Systems		\$____,____.____	\$____,____.____
TOTAL:		\$____,____.____	\$____,____.____

Application Checklist

- ☐ Application
- ☐ Copy of Laurel Business License
- ☐ Copy of Historical Building Verification form from Yellowstone County Historic Preservation Office
- ☐ Copy of Estimates or Paid Invoices from Applicant's Vendor (Work performed by the applicant, business owner, property owner, or employee shall not be accepted for any grant project.)
- ☐ Copy of Plans and Sketches (hand drawn will not be accepted)
- ☐ Copy of Supporting Documentation
- ☐ Photos (Before and After)
- ☐ Project Description
- ☐ Project Time Line

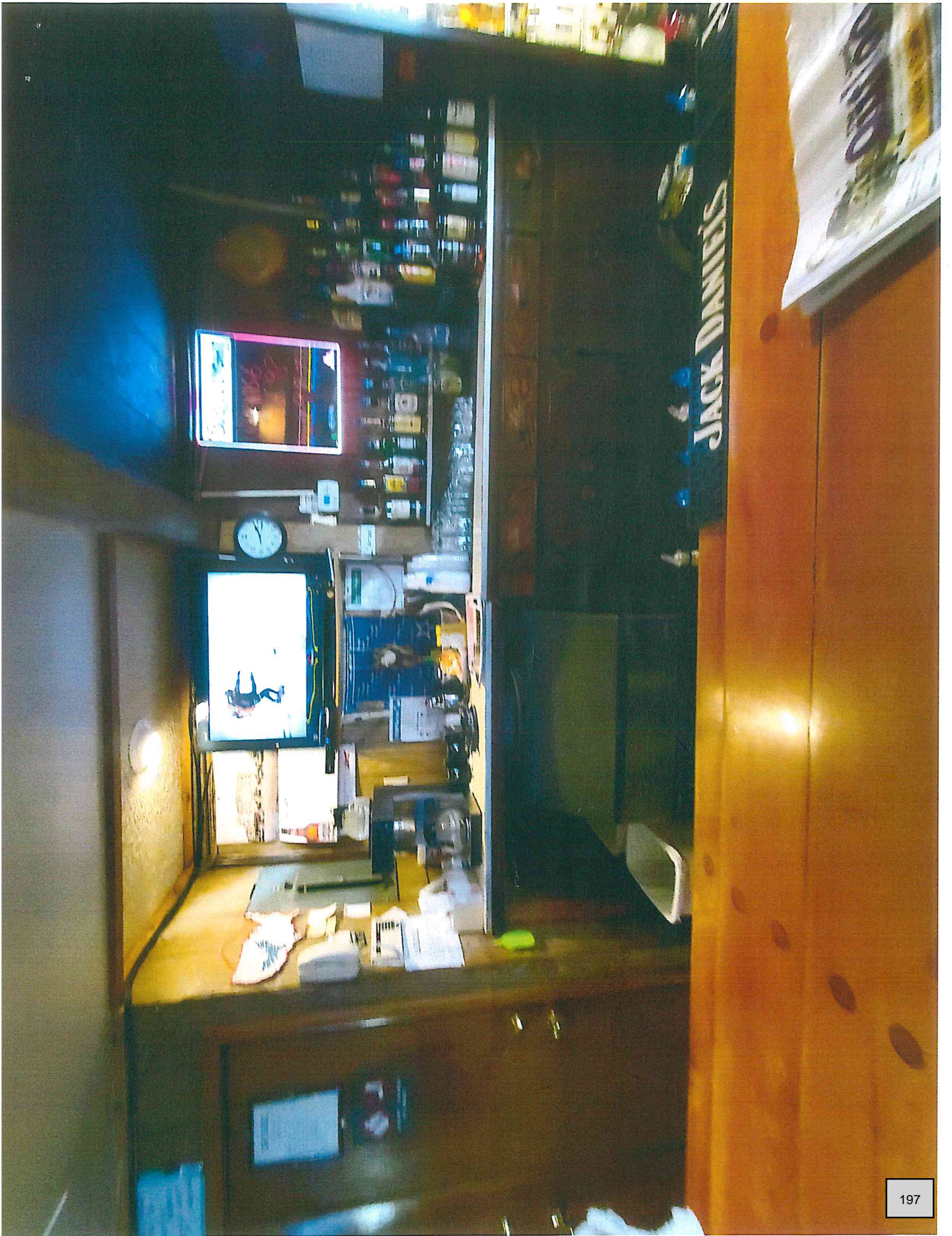
Submission of a W9 is required prior to reimbursement of grant funds

<u>ITEM</u>	<u>VENDOR</u>	<u>LURA FUNDS</u>	<u>EAGLES</u>
Demolition--Cabinets, back wall paneling, remove old wiring, and ceiling above back bar	EAGLES	\$ 600.00	\$ 600.00
Jack up soffit above bar	Rudy	\$ 100.00	\$ 200.00
Demolition--floor, level floor, resheet floor, new vinyl flooring	Rudy	\$1,000.00	\$1,000.00
Electrical wiring	Ace Electric	\$6,700.00	\$6,700.00
Phone	Tel Net	\$ 380.00	\$ 380.00
Thermostat	Eagles		\$ 100.00
Plumbing Removal pipes	Eagles		\$ 200.00
Reroute pipes	Cont.	\$ 300.00	\$ 300.00
Coolers	J&J Supply	\$4,000.00	\$4,000.00
Cabinets Front bar	D. Yeager	\$1,500.00	\$1,500.00
Back bar Const.	D. Yeager	\$6,500.00	\$6,500.00
Finish Painting etc.	Eagles	\$ 300.00	\$ 300.00
Glass work	Becker Glass	\$1,500.00	\$1,500.00
	Total	\$22,830.00	\$23,280.00













LAUREL URBAN RENEWAL AGENCY (LURA)

Control No. 20-0220-113212

OFFICE USE ONLY

LURA REVIEW	DATE
PLANNER REVIEW	DATE
CITY COUNCIL	DATE

Grant Application

- ☐ Small Grant (up to \$5,000)
☐ Technical Assistance Grant
☐ Façade Grant
☐ Signage and Awning Grant (Up to \$3,000)
☒ Large Grant (Greater than \$5,000)

Applicant Name (Last, First Middle) <u>HORNING, NADINE</u>		Applicant Phone <u>Cell (406) 702-6484</u>
Applicant Mailing Address (Street, City, State Zip) <u>Rapid Tire, PO Box 998, Laurel MT 59044</u>		Applicant E-Mail Address <u>nadinehorning@rapidtireinc.com</u>
Business Name <u>Rapid Tire, Inc</u>		Laurel Business License Number <u># 334</u>
Business Physical Address (Street, City, State Zip) <u>101 West Railroad St, Laurel MT 59044</u>		Business Phone <u>(406) 628-4604</u>
Business Activities (i.e. retail, office, etc.) <u>Automotive Repair & Tire Sales</u>		
Business Owner Name (Last, First Middle) <input type="checkbox"/> Same as Applicant <u>HORNING, JAMES</u>		Business Owner Phone <u>Cell (847) 946-0003</u>
Business Owner Mailing Address (Street, City, State Zip) <u>Rapid Tire, PO Box 998, Laurel MT 59044</u>		Business Owner E-Mail Address <u>jameshorning@rapidtireinc.com</u>
Building Frontage (building length along a public street) <u>80</u> feet	Building Height (number of stories defined by current code) <u>16</u> feet <u>1</u> stories	Historical District Building <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date Approved / /		
Property Legal Description (i.e. assessor parcel number) <u>Property # 03-0001002890-001</u> <u>Assessment Code 0001002890</u>		
Property Legal Owner and Contact Information <u>Montana Rail Link, PO Box 16390, Missoula, MT 59808</u>		

I certify under penalty of law, that the information provided herein is true, accurate and complete to the best of my knowledge. I understand that submitting an application does not guarantee a grant will be awarded, and that grant awards are at the discretion of the LURA board. Additionally, I verify that I have read and agree to abide by all applicable regulations under Title 20 of the Laurel Municipal Code as they apply to the LURA program. I am aware that a violation of these regulations shall result in the rejection of my application or disqualification from participating in the LURA grant program.

Applicant Signature <u>Nadine Horning</u>	Date (MM/DD/YYYY) <u>05/26/2021</u>
--	--

**INCOMPLETE APPLICATIONS
SHALL BE RETURNED**

Application processing time is a
minimum of 60 business days.

Return Completed Applications To:
Laurel Urban Renewal Agency (LURA)
ATTN: City Planner
PO Box 10
Laurel, MT 59044
(406) 628-7431

Applicant Initials NMH

Page 1 of 5

Control No. 20-0220-113212

Previous Applications (if any)	Date	Control No.	Approved
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No
	/ /		<input type="checkbox"/> Yes <input type="checkbox"/> No

Brief Description of Type of Business and Services Provided by Applicant.

Automotive Repair & Tire Sales

Brief Description of Project.

Beautify the corner of 101 West Railroad St by improving the landscape from Raw Lawn/weeds to adding various plants, trees, shrubs and rock spaces. In addition, adding cement curbing to separate the green space from parking, and adding a cement slab for seating area for pedestrians and customers.

Brief Description of Project Time Line.

Cement work — tentative June 2021
green space/landscaping — Fall 2021

Explain how the project will support and/or improve the down town district.

Our beautification project for the corner of 101 West Railroad St, will compliment the corner on the east side of the underpass — creating a more welcoming look for our community and for those who visit our down town district.

What type(s) of development and/or physical improvements are being considered?

Cement work (curbing, slabs, etc) — Creates a boundary b/w parking & green space for customers & pedestrians
Green space — sprinkler system for lawn, shrubs, plants, etc

Name and Address of Technical Assistance Firm.

Name and Address of Contractor that will complete the work.

Cement = mkm construction (406) 628-8007
PO Box 308
Laurel, MT 59044 Travis Moran

GreenSpace = SR Landscaping
1318 Pennsylvania Ave
Laurel, MT 59044
(406) 855-2875
Sam Roberts

Applicant Initials NMH

Page 2 of 5

Control No. 20-0220-113212

What type of general Small Grant is needed?		MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/>	Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$ _____	\$ _____
<input type="checkbox"/>	Sidewalks, Curbs, Gutters	7-15-4288(2)	\$ _____	\$ _____
<input type="checkbox"/>	Public Utilities			
<input type="checkbox"/>	Water, Wastewater, Storm Water	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Intersection Signals & HAWK Crossing	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Street & Alley Surface Improvements	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Crosswalks	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Green Space & Water Ways	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Improvement of Pedestrian Areas	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Historical Restorations	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Off Street Parking for Public Use	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Bridges & Walkways	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Pollution Reduction	7-15-4288(12)	\$ _____	\$ _____
<input type="checkbox"/>	Structural Repair			
<input type="checkbox"/>	Flooring		\$ _____	\$ _____
<input type="checkbox"/>	Walls (interior)		\$ _____	\$ _____
<input type="checkbox"/>	Roof, Ceiling		\$ _____	\$ _____
<input type="checkbox"/>	Energy Efficiency Improvements			
<input type="checkbox"/>	LED Lighting (interior)		\$ _____	\$ _____
<input type="checkbox"/>	Insulation		\$ _____	\$ _____
<input type="checkbox"/>	Programmable Thermostats		\$ _____	\$ _____
<input type="checkbox"/>	Solar Panels and Systems		\$ _____	\$ _____
TOTAL:			\$ _____	\$ _____

Applicant Initials NMH Page 3 of 5

What type of **Small Grant** is needed?

	Hours (up to 30 total)	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/> Technical Assistance			
<input type="checkbox"/> Architectural/Design Fees	_____	\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Landscape/Hardscape Design Fees	_____	\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Feasibility Study Fees	_____	\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Building Permit Fees	_____	\$_____._____.____.	\$_____._____.____.
 <input type="checkbox"/> Facade Grant			
<input type="checkbox"/> Water Cleaning		\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Prepping and Painting		\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Window Replacement/Repair		\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Door Replacement/Repair		\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Entry Foyer Repairs		\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Exterior Lighting		\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Façade Restoration/Rehabilitation		\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Landscape/Hardscape Improvements		\$_____._____.____.	\$_____._____.____.
 <input type="checkbox"/> Signage and Awning Grant			
<input type="checkbox"/> Signage		\$_____._____.____.	\$_____._____.____.
<input type="checkbox"/> Awning		\$_____._____.____.	\$_____._____.____.
 TOTAL:		\$_____._____.____.	\$_____._____.____.

Control No. 20-0220-113212

What type of Large Grant is needed?		MCA	LURA Funds Requested	Applicant Funds Committed
<input type="checkbox"/>	Demolition/Abatement of Structure for Removal of Blight	7-15-4288(2)	\$ _____	\$ _____
<input checked="" type="checkbox"/>	Sidewalks, Curbs, Gutters	7-15-4288(2)	\$ <u>7,209.00</u>	\$ _____
<input type="checkbox"/>	Public Utilities			
<input type="checkbox"/>	Water, Wastewater, Storm Water	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Electrical, Natural Gas, Fiberoptic, Telecommunications	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Intersection Signals & HAWK Crossing	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Street & Alley Surface Improvements	7-15-4288(n4)	\$ _____	\$ _____
<input type="checkbox"/>	Crosswalks	7-15-4288(4)	\$ _____	\$ _____
<input checked="" type="checkbox"/>	Green Space & Water Ways	7-15-4288(4)	\$ <u>16,600.00</u>	\$ _____
<input type="checkbox"/>	Improvement of Pedestrian Areas	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Historical Restorations	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Off Street Parking for Public Use	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Bridges & Walkways	7-15-4288(4)	\$ _____	\$ _____
<input type="checkbox"/>	Pollution Reduction	7-15-4288(12)	\$ _____	\$ _____
<input type="checkbox"/>	Structural Repair			
<input type="checkbox"/>	Flooring		\$ _____	\$ _____
<input type="checkbox"/>	Walls (interior)		\$ _____	\$ _____
<input type="checkbox"/>	Roof, Ceiling		\$ _____	\$ _____
<input type="checkbox"/>	Energy Efficiency Improvements			
<input type="checkbox"/>	LED Lighting (interior)		\$ _____	\$ _____
<input type="checkbox"/>	Insulation		\$ _____	\$ _____
<input type="checkbox"/>	Programmable Thermostats		\$ _____	\$ _____
<input type="checkbox"/>	Solar Panels and Systems		\$ _____	\$ _____
TOTAL:			\$ <u>23,809.00</u>	\$ _____

Application Checklist

- ☒ Application
- ☒ Copy of Laurel Business License
- ☒ Copy of Historical Building Verification form from Yellowstone County Historic Preservation Office
- ☒ Copy of Estimates or Paid Invoices from Applicant's Vendor (Work performed by the applicant, business owner, property owner, or employee shall not be accepted for any grant project.)
- ☒ Copy of Plans and Sketches (hand drawn will not be accepted)
- ☐ Copy of Supporting Documentation
- ☒ Photos (Before and After)
- ☒ Project Description
- ☒ Project Time Line

Submission of a W9 is required prior to reimbursement of grant funds

Applicant Initials NMH

Page 5 of 5

General Lg Grant App Due June 1st

MKM CONSTRUCTION, INC.

P.O. BOX 308

LAUREL, MT 59044

PHONE (406) 628-8007

FAX (406) 628-9384

mkmconstructionmt@gmail.com

****REVISED PROPOSAL****

APRIL 13, 2021

RAPID TIRE
ATTN: NADINE

101. West Railroad st.

- Beautification plan

TO PROVIDE CONCRETE, REBAR, DEMO, LABOR AND FORMING MATERIALS. EXCAVATION, TIE, SET POUR AND FINISH.

- (1) - 55' X 18' X 5"
- (1) - 130' OF 6" RIBBON CURB
- (1) - 8' X 10' X 4" TABLE SLAB

FOR WORK LISTED ABOVE: \$7,209.00

EXCLUSIONS:

THIS PROPOSAL DOES NOT INCLUDE DISPOSAL, EPOXY, BACKFILL, PLACEMENT OF VAPOR BARRIER, GROUTING OF COLUMN BASES, PLACEMENT OF ANY FOUNDATION COVERINGS (RE: INSULATION, WATER BARRIERS), GRAVEL, FINE GRADE, WINTER WEATHER PROTECTION, CONCRETE ADDITIVES OF ANY KIND, JOINT CAULKING OR SEALING, GRINDING, GROUTING OR SACKING OF ANY EXPOSED CONCRETE, CONCRETE FLOOR SEALING, HARDENERS OR DENSIFIERS, STAINING, SHORING OF PAN DECK, ASPHALT PATCH, ENGINEERING, LAY-OUT, TESTING, BONDING OR PERMITTING, BUILDING ANCHOR BOLTS OR MASONARY REBAR.

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

MKM CONSTRUCTION, INC.

TRAVIS MORAN (406) 671-3122 CELL (406) 628-8007 OFFICE

PROPOSAL

SR Landscaping Inc.

05/20/2021

1318 Pennsylvania Ave, Laurel, MT 59044
406-855-2875
samrobertus@gmail.com

To: Rapid Tire
101 West RR Street
Laurel, MT 59044

Beautification plan

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Sam Robertus	Landscaping/Sprinkler		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Cut sharp edge off north end of slope into underpass (round off so landscape rock will stay).		
	Install sleeve from building to lawn area for water and valve wire.		
	Edge approx. 50-60' of north end off for garden (steep area for plants). Place 3 Spring snow crabs and 5 creeping junipers for ground cover, fabric area and place fractured rock of customers choosing. (several different colors from Huppert Construction or Fishers).		
	Install sprinkler system attached to faucet on east side of building to remaining lawn area.		
Total Material and Labor;			\$16,600.00

Sam

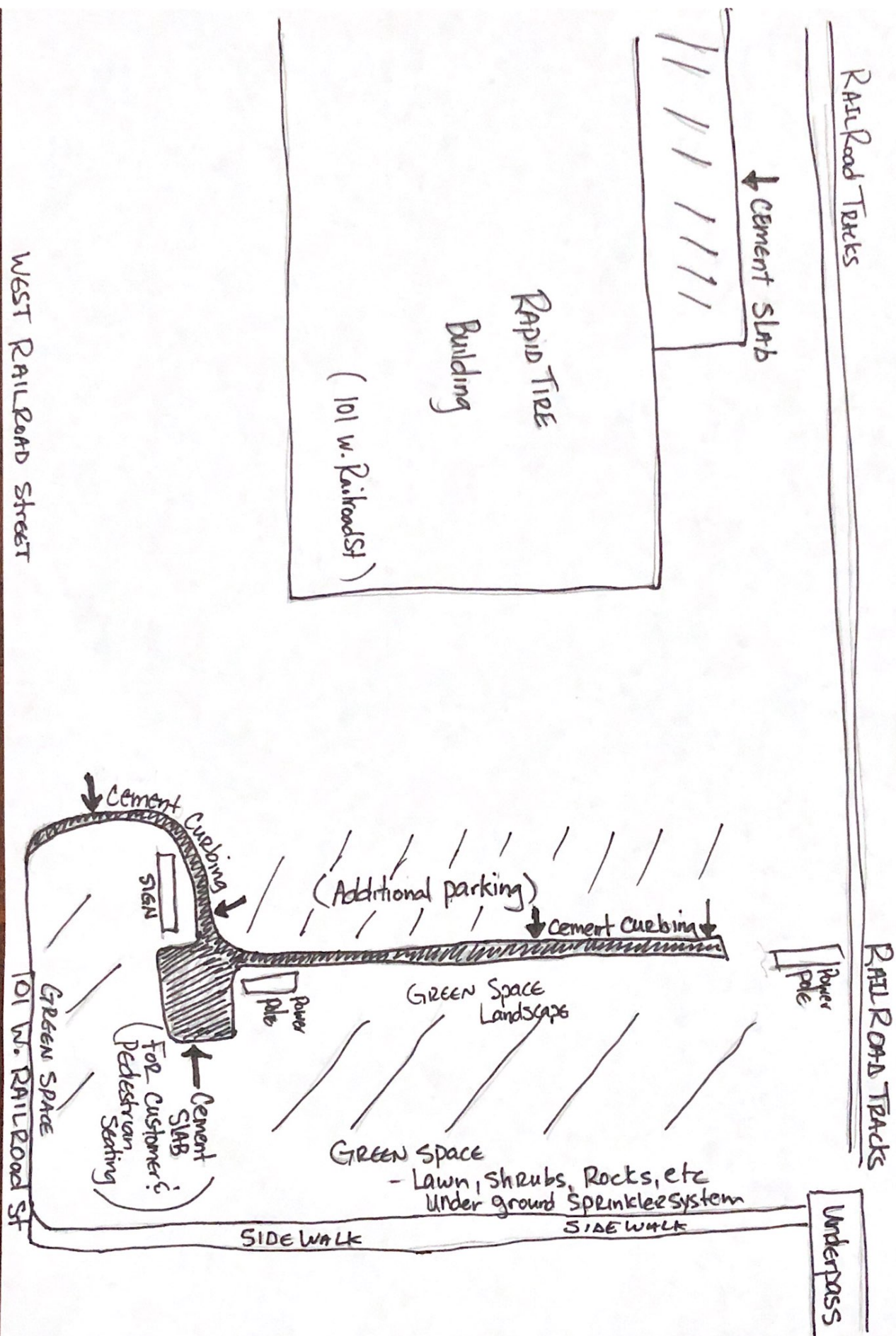
Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

5/2021 - Beautification plan for corner - 101 W. Railroad Street.



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rapid Tire, Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 101 West Railroad St. (PO Box 998)	Requester's name and address (optional)
	6 City, state, and ZIP code Laurel, MT 59044	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
8	1		-	0	3	6	2	5 5 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 5/26/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

File Attachments for Item:

3. Resolution - Resolution Approving The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel.

RESOLUTION NO. R21-_____

RESOLUTION APPROVING THE APPLICATION FOR BITTERROOT GROVE TOWNHOMES, A SIXTY UNIT PLANNED UNIT DEVELOPMENT AS AN ADDITION TO THE CITY OF LAUREL.

WHEREAS, the Planned Unit Development Application (“PUD”) was submitted to the City of Laurel by an agent for the property owner (“Petitioner”) of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for the Development Application to include annexation to the City of Laurel, zoning, and a variance to lot size; and

WHEREAS, Petitioner constitutes the owner of the entire property which is subject to the application submitted to the City for approval; and

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development Application, at a duly advertised public hearing that was held on May 19, 2021; and

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed development area; and

WHEREAS, based on the evidence and testimony provided at the hearing the Laurel City-County Planning Board approved a motion to recommend the approval of the PUD application to the Laurel City Council with the eleven conditions recommended by Staff as contained in the Staff Report dated June 24, 2021; and

WHEREAS, the City Council held a public hearing on July 13, 2021 on the proposed PUD application as well as the annexation and variance requests submitted by the Petitioner; and

WHEREAS, whereas the City Council gathered public comment regarding the application and based upon the documents contained in the City’s File, and testimony and evidence submitted during the public hearing, the City Council has determined it is in the City’s best interest to conditionally approve Petitioner’s application subject to the eleven conditions contained in the Staff Report dated June 24, 2021; and

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

1. Petitioner's application for the Planned Unit Development known as the Bitterroot Grove Townhomes is hereby conditionally approved subject to the eleven recommendations contained in the Staff Report Dated June 24, 2021.
2. The City Council hereby adopts the findings and recommendations for approval contained in the Staff Report as its findings and recommendations for approval.
3. The City Council's approval is specifically conditioned on the findings and recommendations adopted herein.

Introduced at a regular meeting of the City Council on _____, 2021,
by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day
of _____, 2021

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, MAY 19, 2021
5:35 PM
CITY COUNCIL CHAMBERS**

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

1. Roll Call

The Chair called the meeting to order at 5:35pm

Jon Klasna
Ron Benner
Evan Bruce
Dan Koch
Judy Goldsby
Nick Altonaga (City of Laurel)

General Items

2. Approve Meeting Minutes: April 21, 2021

Evan noted that he is not noted on the roll call.

Dan Motioned to approve the Minutes from April 21, 2021 with the addition of Evan to the roll call.
Ron Seconded.
Motion Carried.

3. Public Hearing: Bitterroot Grove Townhome Planned Unit Development

Planning Directory Nick Altonaga presented his staff report that included a summary of the project, his recommended conditions of approval, and other details.

The Chair called for Proponents.

Forrest Mandeville, Planner for the Applicant. Columbus, MT. He is in support the conditions stated by the City Planner, would be willing to work with the city departments moving forward.

The Chair Called for proponents.
The Chair Called for proponents.

The Chair Called for Opponents.
The Chair Called for Opponents.
The Chair Called for Opponents.

The Chair opened discussion to the Planning Board members.

Ron: A couple questions including:

- The North side of the road has curb and gutter, will E 8th Street have curb and gutter?

This will be a great improvement, but the high-density development will add a lot of traffic to already bad-quality roads. Fir and Juniper (especially Fir) are some of the worst roads in town.

The City will have to improve the adjacent intersections. The project will have 1.5-2 cars per unit. E 8th street is not built out properly to handle this. Will not approve the project if curb, gutter, and sidewalk are not included.

How will the private water line function?

Darrell Dyer, the applicant: The Water line will be one line in one line out.

Ron: Where is the parkland? I bring this up a lot, where will the parkland be? Is there a walking path coming in?

Darrell: Yes it is a walking path around the back side of the townhomes.

Ron: How will firetrucks maneuver?

Forrest Mandeville: We are proposing improvements along Fir, Juniper, and E 8th that will help sight line issues in the immediate vicinity.

The Sidewalk requirements come from the Annexation Policy and what is required.

We meet the limit for open space under the PUD code, minimum 20%. We have about 34%.

Ron: What about up on E. 8th street? Do we need an easement to expand the right of way?

Nick: Forcing an easement or dedication of right of way on the parcel could be considered a hardship when not done for the rest of the roadway. We are also a product of the historic surveys that platted the roadways.

Ron: We want to make sure that this is done the first time, We always say "we'll get it right next time"

Nick: I will be bringing up E. 7th Street up during the upcoming CIP process. E 7th Street would be a major help with the traffic and congestion issues. Also the Hazel abandonment was done in order to not give up any useable right-of-way for this development. It was a compromise between abandoning E 7th and Hazel. Hazel also does not extend north above E 8th Street.

Dan: We have areas where standards are not met, One side of a road having curb and sidewalk, and others not.

I also have concerns about the lines for fire and water needs

Forrest: Everything has to meet DEQ and City standards for water.

Ron: Would the city have issues servicing the area with Sewer and water? I know we had issues with the other subdivision to the east.

Nick: No concerns were raised during the design conference. But I will check on the numbers and go through the notes.

Ron: Last page of the report discusses retention pods for stormwater. I didn't see those on the map.

Forrest: Those will be drainage swales that will fill if necessary, not boulder pits.

Ron: with the adjacent development, those are boulder pits that are not aesthetically pleasing. I want to ensure it will not be an eyesore.

Jon: What type of path are the trails?

Forrest: They will be wide enough for city maintenance vehicles but are not meant for private residential vehicle use. Should have a gravel or other semi-porous surface.

Ron: I would like to see the documents cleaned up and fixed before coming back for approval.

Evan: Concerns about the voting rules in the Bylaws and the verbiage in the document.

Judy: If anyone has any more comments, please get them to Nick prior to the next meeting.

Members discussed how to enforce nuisance codes and similar city regulations.

The Chair closed the Public Hearing.

Ron Motioned to table the decision on the applications for, Annexation, Variance, and PUD until the meeting on June 16th.

Jon Seconded.

Motion Carried.

New Business

Old Business

Other Items

4. Project Updates

Members discussed other projects going on in and around Laurel.

Announcements

5. Adjourn

The Chair Adjourned the Meeting at 6:25pm.

6. Next Meeting: June 16, 2021

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

[arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT & FINDINGS OF FACT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
RE: Planned Unit Development – Bitterroot Grove Townhomes
DATE: June 24, 2021

DESCRIPTION OF REQUEST

A Planned Unit Development application and supplemental was submitted by Forrest Mandeville of Forrest Mandeville Consulting and Engineering West on behalf of Darrel Dyer for the parcels at 1304 E. 8th Street, between Fir and Juniper Avenues. The Applicant has proposed the Bitterroot Grove Townhomes, a 60-unit Planned Unit Development with age-restricted units for those 55 and older. This PUD application also includes a request for annexation and a variance. The Application contains all the necessary components of the PUD, Variance, and Annexation applications. The property is currently owned by Elvira and James Cotter, with purchasing agreements in place. The property currently has a great deal of personal property, debris, and materials on site and is an overgrown state.

Owner: James Cotter, Elvira Cotter
Legal Description: NUTTING BROS SUBD, S10, T02 S, R24 E, BLOCK 6, Lots 1 - 12, BLOCK 6, Lots 1 - 12
Subdivision size: 4.68 Acres
Existing Land Use: Residential, Vacant
Proposed Land Use: Residential Planned Unit Development

BACKGROUND AND PROCEDURAL HISTORY

1. A pre-application meeting for the Planned Unit Development took place on June 23, 2020 between the Applicant, their engineers, and City Staff.
2. The Application for the Planned Unit Development, Annexation, and Variance and their supporting documentation was submitted on March 15, 2021.
3. The City Staff Design Conference took place on April 27, 2021.
4. The Planning Director transmitted a letter of findings to the Applicant and their developer on May 7, 2021.

5. The Applicant and their developer resubmitted documents to the Planning Department on May 17, 2021.
6. The Planning Board held a public hearing on the proposed Planned Unit Development, Annexation, and Variance applications on May 19, 2021.
7. The Planning Director worked with the Applicant and their contractor to update the Annexation Agreement and HOA Bylaws as discussed at the May 19th meeting.
8. The Planning Board has scheduled a second public hearing on the proposed Planned Unit Development, Annexation, and Variance applications for June 16, 2021.
9. The Planning Board lacked a quorum at the scheduled public hearing on June 16, 2021.
10. The Planning Director forwarded the materials and documentation for the Bitterroot Grove Townhomes Annexation, Variance, and Planned Unit Development to the City Council on June 25, 2021.
11. The City Council has scheduled a subsequent public hearing on the proposed Planned Unit Development, Annexation, and Variance applications to approve, approve with conditions, or deny the requests on July 13, 2021.

STAFF FINDINGS

1. The Application for PUD, Annexation, and Variance contain all the necessary items.
2. Annexation has been requested to hook the property into the municipal water and wastewater system, as well as garbage pick-up.
3. A variance has been sought for the minimum size requirements of a Planned Unit Development stated in the Laurel Municipal Code.
 - a. Laurel Municipal Code requires a minimum of 5 acres for a PUD
 - b. The proposed PUD is 4.68 acres.
4. The Applicant has proposed private interior streets with gated entrances.
5. Gated entrances shall be accessible by all Laurel EMS, Fire, and Police departments, as well as code enforcement and public works where necessary.
6. The Applicant has proposed private internal water and sewer connections.
7. The Applicant has proposed a water meter building, to manage the interior water system of the development.
8. The proposed project would improve a largely vacant, blighted lot with a dense residential development.
9. The application includes bylaws for a townhouse association to manage the property.
10. The subsequent submittal of documents on May 17 included a landscaping plan and weed management plan.
11. An Annexation Agreement was provided with the application which specifies adjacent public improvements, development standards, and other requirements for annexation into the City of Laurel.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC 17.32.020 – Review and Approval, Part D states:

“Within thirty days after the design conference, the application shall be reviewed by the city-county planning board and recommendations based on the comments from the design conference and the criteria contained in the subdivision regulations shall be forwarded to the zoning commission. The comments from the design conference shall be forwarded to the planning board, zoning commission and developer within five working days after the conference.”

RECOMMENDATIONS

The Planning Director Recommends approval of the Planned Unit Development for the Bitterroot Grove Townhomes with the following conditions of approval:

1. The Property shall be cleared of personal property, debris, and refuse prior to annexation, variance, and PUD approval.
2. The Property shall be brought up to city standards prior to annexation, variance, and PUD approval.
3. Landscaping plan and maintenance schedule and/or information shall be sufficiently detailed for City Departments to enforce nuisance codes and other ordinances.
4. The proposed Water system shall be approved by the contracted city engineer, KLJ Inc.
5. The proposed Water system shall meet all Montana DEQ and City Standards.
6. The proposed Wastewater system shall be approved by the contracted city engineer, KLJ Inc.
7. Weed Management Plan shall be completed and approved by the Yellowstone County Weed District.
8. Annexation Agreement shall be updated with specific changes noted by the Planning Department.
9. Bylaws for the Bitterroot Grove Townhome Association shall be updated with the specific changes noted by the Planning Department.
10. The Owner/developer shall apply for all necessary and applicable city permits.
11. The Owner/developer and the City shall establish a satisfactory solution for the public alleyways within project boundary.

ATTACHMENTS

1. PUD Written Statement
2. Annexation Application
3. Annexation Agreement (updated)
4. Waiver of Right to Protest (updated)
5. Variance Application and Request Letter
6. PUD Layout/Design
7. PUD Landscaping Plan
8. Bylaws of Bitterroot Grove Townhomes Association (updated)
9. Images of proposed townhome design

10. Planner Letter to the Applicant (dated 5/17/2021)
11. Comments from Ryan Welsh, Engineer at KLJ, on proposed Water/Sewer expansion (dated June 8, 2021)

**NUTTING BROS. SUBDIVISION
BLOCKS 6 & 7, PLUS ABANDONED PORTION OF HAZEL AVE.
LAUREL, MONTANA**



SUMMARY

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development in Laurel, MT, on the south side of Eighth Street, between Fir Avenue and Juniper Ave. The development will utilize the Planned Unit Development (PUD) process, as outlined in the Laurel Municipal Code (LMC), Section 17.32.

The property is currently outside of Laurel city limits, and annexation has been requested. The property was split by an undeveloped portion of Hazel Ave, but abandonment has been conditionally approved by Yellowstone County. As a condition of approval for the Hazel Ave. abandonment, the landowner will resurvey the property to aggregate the property, as shown on the site plan.



Aerial of Site

PLANNED UNIT DEVELOPMENT WRITTEN STATEMENT (LMC 17.32.040)

Copies of any special agreement, conveyances, restrictions or covenants, which will govern the use, maintenance and continued protection of the planned unit and any of its common parks or open spaces. Covenants and restrictions are proposed for the governance of the townhome PUD development, copies of which are provided as an attachment to this document.

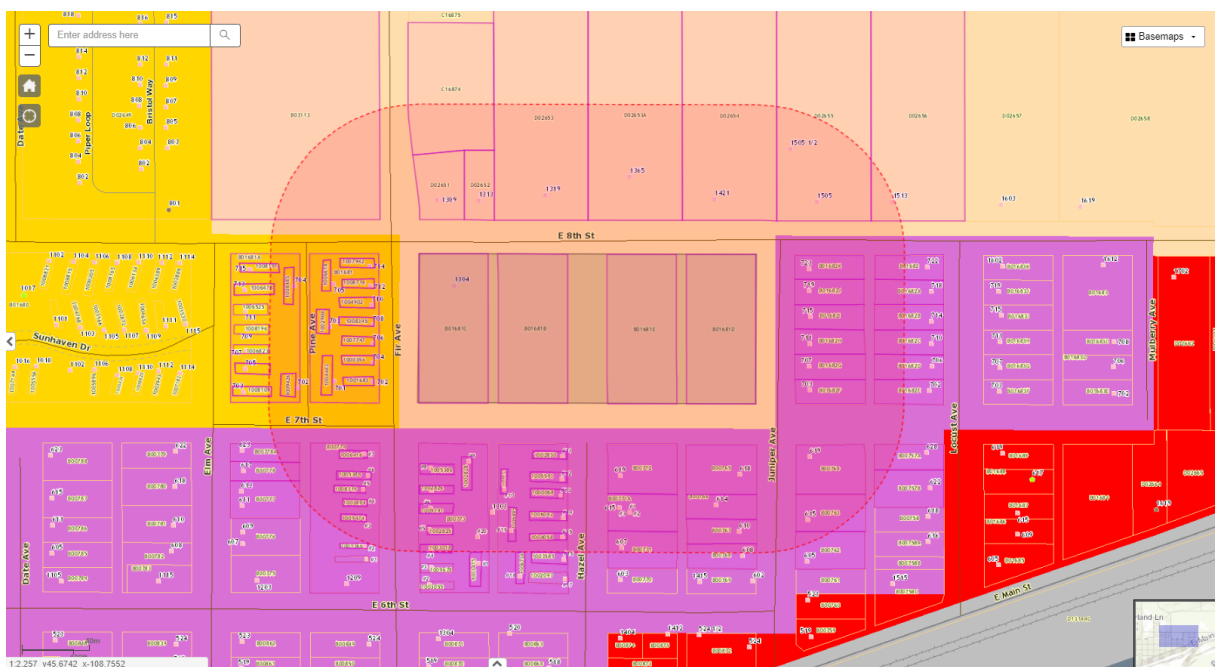
A statement of the present ownership and legal description of all the land included in the planned unit. The property is owned by Bitterroot Group, LLC. The applicant is Darrell Dyer. The property is legally described as Nutting Bros. Subdivision, Blocks 6 & 7, plus the Abandoned Portion of Hazel Ave. The Abandonment of Hazel Ave has been conditionally approved by Yellowstone County.

An explanation of the objectives to be achieved by the planned unit, including building descriptions, sketches, or elevations as may be required to describe the objectives. The Bitterroot Grove Townhomes PUD development will provide housing in a community setting, targeted at the age 55 and up community. It is the intent of the applicant that this development contributes to the vitality and growth of the City of Laurel in an orderly and desirable fashion. This will also provide beautification to a main east-west transportation corridor in northeast Laurel. A site plan is included with additional information, including the proposed layout of the development

A development schedule indicating the approximate date when construction of the planned unit or stages of the planned unit can be expected to begin and be completed. Construction is expected to commence shortly after approval, during the spring/summer of 2021. Development will proceed in an east-to-west fashion, with the farthest east portion being built first. A temporary access is proposed in the northeast portion of the property for emergency purposes. As development continues, access will be built through the west side of the property and the temporary access abandoned. See the site plan for additional information.

STANDARDS AND REQUIREMENTS (LMC 17.32.050)

In cases of conflict between standards of any other provisions of this title and standards of this chapter, the standards of this chapter shall apply. The provisions, standards, and requirements of LMC Section 17.32. have been complied with during the development of this application.



Existing Zoning in Area

Demonstrate that the PUD is consistent with the purposes and objectives of the city comprehensive plan and any other officially adopted plan. This townhome PUD development complies and is consistent with the provisions of the Laurel Growth Management Plan (adopted November 2020). Chapter 7: Future Land Use, page 30, states that zoning should allow “a more diverse array of housing types and density.” Chapter 7.5: Annexation, on page 32 goes a step further in stating:

There are many areas directly adjacent to the east of the City that would be prime candidates for annexation in addition to the previously mentioned westward expansion. The parcels between Alder Avenue and Yard Office Road, especially those along East 8th Street, should be considered and the lands adjacent to the Village Subdivision. These areas are already closely linked to the City with roads and services, and their inclusion would fill gaps in the Laurel City Map.

The area identified above corresponds with the area of this development. Annexation is proposed as part of this townhome PUD development.

Chapter 8: Housing, page 38, lists as a goal to “encourage a mixture of housing types to meet the demand of all market sectors” by maintaining “diverse array of housing and affordability levels” and promoting “higher density housing types in the downtown area and adjacent to major transportation corridors.” These goals will be furthered with the development of the Bitterroot Grove Townhomes development.

The PUD's relationship to its surroundings shall be considered in order to avoid adverse effects caused by traffic circulation building bulk, insufficient screening, noise, dust or other common nuisances. Surrounding property consists of multi-family and single-family residential development. The site is surrounded on three sides (south, east, and west) by Laurel City Limits. Zoning to the west is RMH; zoning to the south and east is RLMP. Land to the north is not within City limits and generally consists of large-lot residential development. Zoning to the north is R-200. Existing roads will be improved as necessary, including curb, gutter, and sidewalks around the development.

If a PUD is proposed to be constructed or developed in phases, it must be demonstrated that each phase is independent of the other phases and contains sufficient parking, open space and other facilities to provide for the needs of the projected population of that phase. The site will be developed from the east to the west. Parking, open space, solid waste disposal, etc. will be generally the same ratios across the development. A temporary access for emergency purposes will be developed on the northeast side of the development to allow for ingress and egress until the access on the west side of the site is developed, at which time the emergency access will be abandoned. There will always be two points of access for this development. See the site plan for more detail.

The minimum acreage for a PUD shall be five acres. The site of this development is 4.68 acres. A variance request has been submitted to allow for the slight deviation from the requirement.

CITY OF LAUREL, MONTANA

REQUEST FOR ANNEXATION

AND PLAN OF ANNEXATION

Applicant is required to meet with the City Planner prior to filling out this application. All blanks of this application are to be filled in with explanation by the applicant. Incomplete applications will not be accepted.

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.
2. Applicant landowner's name: Darrell Dyer - Bitterroot Group, LLC
Address: PO Box 908, Laurel, MT 59044
Phone: 701-651-5572
3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and
Legal description: abandoned portion of Hazel Avenue between Blocks 6 and 7
Lot size: 4.68 acres
Present use: Residential and vacant land
Planned use: 60 Unit Planned Unit Development Townhome Project (Bitterroot Grove Townhomes)
Present zoning: R-200
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])
4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

Water Service:

Fir Ave (west side of site); Juniper Ave (east side);
Location of existing main: undeveloped 7th St right-of-way (south side)
Cost of extension of approved service: \$278,784 for water for entire PUD development
How cost determined: Engineer Estimate
Timeframe for installation: Summer 2021

Sewer Service:

Undeveloped Alleys in Blocks 6 and 7, Nutting Bros. Subdivision
Location of existing main: Undeveloped Alleys in Blocks 6 and 7, Nutting Bros. Subdivision
Cost of extension of approved service: \$201,603 for sewer for entire PUD development
How cost determined: Engineer estimate

Timeframe for installation: Summer 2021

How financed: Privately Financed

Streets:

Is there any adjoining County ROW to the proposed annexation: Yes, 8th St. to the north, Fir Ave to the west, Juniper Ave to the east, undeveloped 7th St to the South

Location of existing paved access: 8th St (north side), Fir Ave (west side), Juniper Ave (east side)

Cost of paving: \$218,156 for road improvements for entire PUD Development

How cost determined: Engineer Estimate

Timeframe for construction: Summer 2021

Other required improvements: Provide above information on attached pages.

Sidewalk improvements at estimated cost of \$31,000

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant **prior** to annexation by the city.
7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed.
8. A **non-refundable** application fee of \$300 + \$25.00 per acre (80 acres or less); \$300 + \$35.00 per acres (81 acres or more) must accompany the submission of this application.

The City Council of the City of Laurel, Montana, after review and consideration of this Application for Annexation, found such to be in the best interest of the City, that it complied with state code, and approved this request at its City Council meeting of _____.

Return to:
Darrell Dyer
PO Box 908
Laurel, MT 59044

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this ____ day of _____, 20____, by and between BITTERROOT GROVE, LLC, PO BOX 908, LAUREL, MT 59044, hereinafter referred to as "DEVELOPER," and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as "Developer Tracts" as well as all adjacent public right-of-way.

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. _____ for the Developer Tracts contingent that a Development Agreement be executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Roads and Access. The Developer Tracts shall be accessible by private drives from Juniper Ave. and Fir Ave. Access will be controlled with gates. Local EMS, fire, and law enforcement shall have the necessary codes for access.
2. Sanitary Sewer. Developer Tracts shall be served by City of Laurel sewer lines located within the undeveloped alleys in Blocks 6 and 7 of Nutting Bros. Subdivision and shall comply with DEQ and City standards and requirements.
3. Water. Developer Tracts shall be served by City of Laurel water lines located within the Fir Ave. and Juniper Ave. rights-of-way, and the right-of-way of the undeveloped E. 7th St., and shall comply with DEQ and City standards and requirements.
4. Storm Drain. Developer Tract shall be served by onsite retention ponds of sufficient volume, pursuant to DEQ and City standards and requirements.
5. Right-of-Way. DEVELOPER shall improve the east side of Fir Ave and the west side of Juniper Ave adjacent to the site to the roadway centerlines. Improvements shall include curb, gutter, and sidewalk. DEVELOPER shall also improve the south side of East 8th Street with curb, gutter, and sidewalk adjacent to the site. All improvements shall meet City of Laurel and ADA requirements.
6. Zoning. Developer Tracts are part of a Planned Unit Development reviewed and approved pursuant to the Zoning Ordinance of the Laurel Municipal Code.
7. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver of Right to Protest the Creation of Special Improvement Districts filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.
8. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

9. Property Maintenance/Conditions. DEVELOPER shall remove any debris, trash, personal property, or other items deemed to be refuse. If not complete within 90 days of filing of this Agreement, the City shall be entitled to enforce all City ordinances and codes for the removal of the aforementioned items. The City shall be able to assess the Developer Tracts in order to enforce all applicable City codes and ordinances.
10. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
11. Attorney's Fees. In the event it becomes necessary for either party to 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 fees and costs, including those fees and costs of in-house counsel.
12. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

“DEVELOPER”

BITTERROOT GROVE, LLC

By: _____

Title: _____

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of BITTERROOT GROVE, LLC, and who acknowledged to me that said DEVELOPER executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

This Agreement is hereby approved and accepted by City of Laurel, this ____ day of _____, 20____.

“CITY”

CITY OF LAUREL, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 :ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

Approved as to Form:

City Attorney

DA-5

Upon Recording Please Return to:

City of Laurel
P.O. Box 10
Laurel, Montana 59044

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the owner and/or subdivider, in addition to all future owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for the construction of streets, street widening, street maintenance, sidewalks, curb and gutter, sanitary sewer lines, water lines, storm water and drains (either within or outside the area), street lights, street light maintenance, parks and park maintenance, and other improvements incident to the above which the City of Laurel may require.

This Waiver and Agreement is independent from all other agreements and is supported with sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Pursuant to MCA §76-3-608(7), this Waiver and Agreement shall expire 20 years after the final subdivision plat is recorded with the Yellowstone County Clerk and Recorder.

The real property hereinabove mentioned is more particularly described as follows:

NUTTING BROS. SUBDIVISION, BLOCK 6, LOTS 1-12, AND BLOCK 7, LOTS 1-12,
AND ABANDONED PORTION OF HAZEL AVENUE BETWEEN BLOCKS 6 AND 7

Signed and dated this ____ day of _____, 20__.
Subdivider/Owner

WAIVER-1

By: _____
Its: _____

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of BITTERROOT GROVE, LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana

Printed name: _____

Residing in _____, Montana

My commission expires: _____

WAIVER-2



INSTRUCTIONS

CITY-COUNTY PLANNING VARIANCE REQUEST

These application instructions cover appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

This application form is supplied by the City and must be returned to the City.

The following is a list of information required for submittal to be considered complete.

1. It is mandatory that you meet with the City Planner prior to applying. The City Planner will provide you with a map of the property owners within 300' that you must have certified by a title company.
2. Provide a plot plan drawn to scale on paper not larger than 11"x17" which includes all existing and proposed structures and proposed variance measurements.
3. A set of three mailing labels for each surrounding property owner within the 300 feet.
4. A detailed justification referring to the Laurel Municipal Code Chapter 17.60.020.
5. Application, with fee (\$550 for residential; \$1,100 for commercial), must be made on or before the first day of the month prior to the month it will appear before the Laurel City-County Planning Board.

The public hearing before the City-County Planning Board is held on the 3rd Wednesday of the month at 5:35PM. in the City Council Chambers at 115 W. 1st Street, Laurel. **Applicant or Applicant Representative must be present at the meeting.**

The Laurel City-County Planning Board makes a recommendation to the City Council. The City Council will review the application at Council Workshop and then make a decision on the Council agenda.



Laurel Variance Request Application

This application covers appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

The undersigned owner or agent of the owner of the following described property requests a variance to the Zoning Ordinances of the City of Laurel as outlined by the laws of the State of Montana.

1. Name of property owner: Bitterroot Group, LLC (Darrell Dyer)
2. Name of Applicant if different from above: Darrell Dyer
3. Phone number of Applicant: _____
4. Street address and general location: South of 8th St, between Fir Ave and Juniper Ave.
5. Legal description of the property: Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7
6. Current Zoning: R-200. Annexation and PUD requested as well
7. Provide a copy of covenants or deed restrictions on property.

I understand that the filing fee accompanying this application is not refundable, that it pays part of the cost of process, and that the fee does not constitute a payment for a variance. I also understand I or my agent must appear at the hearing of this request before the Planning Board and all of the information presented by me is true and correct to the best of my knowledge.

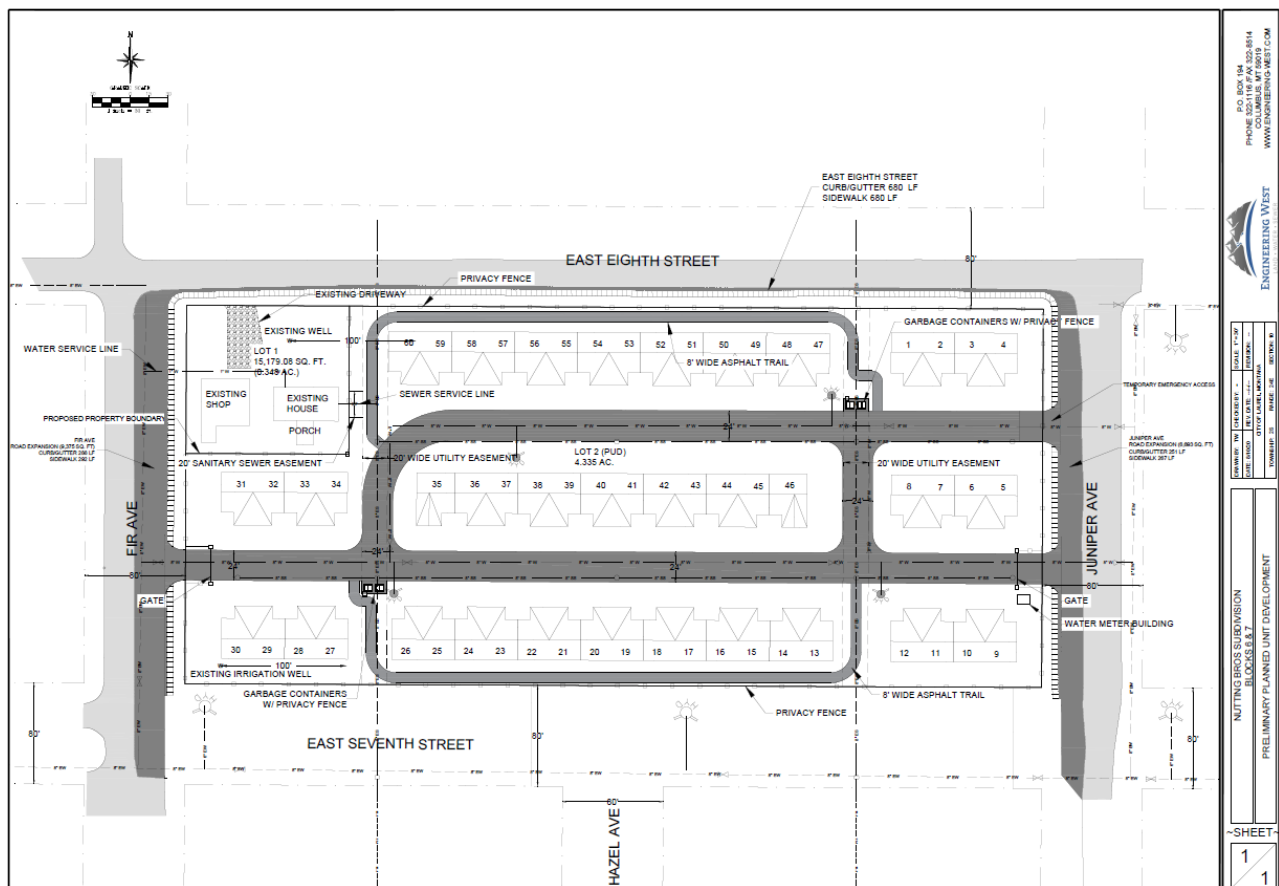
Signature of Applicant: _____

Date of Submittal: _____

VARIANCE REQUEST AND JUSTIFICATION

BITTERROOT GROVE TOWNHOMES PLANNED UNIT DEVELOPMENT DARRELL DYER

NUTTING BROS. SUBDIVISION BLOCKS 6 & 7, PLUS ABANDONED PORTION OF HAZEL AVE. LAUREL, MONTANA

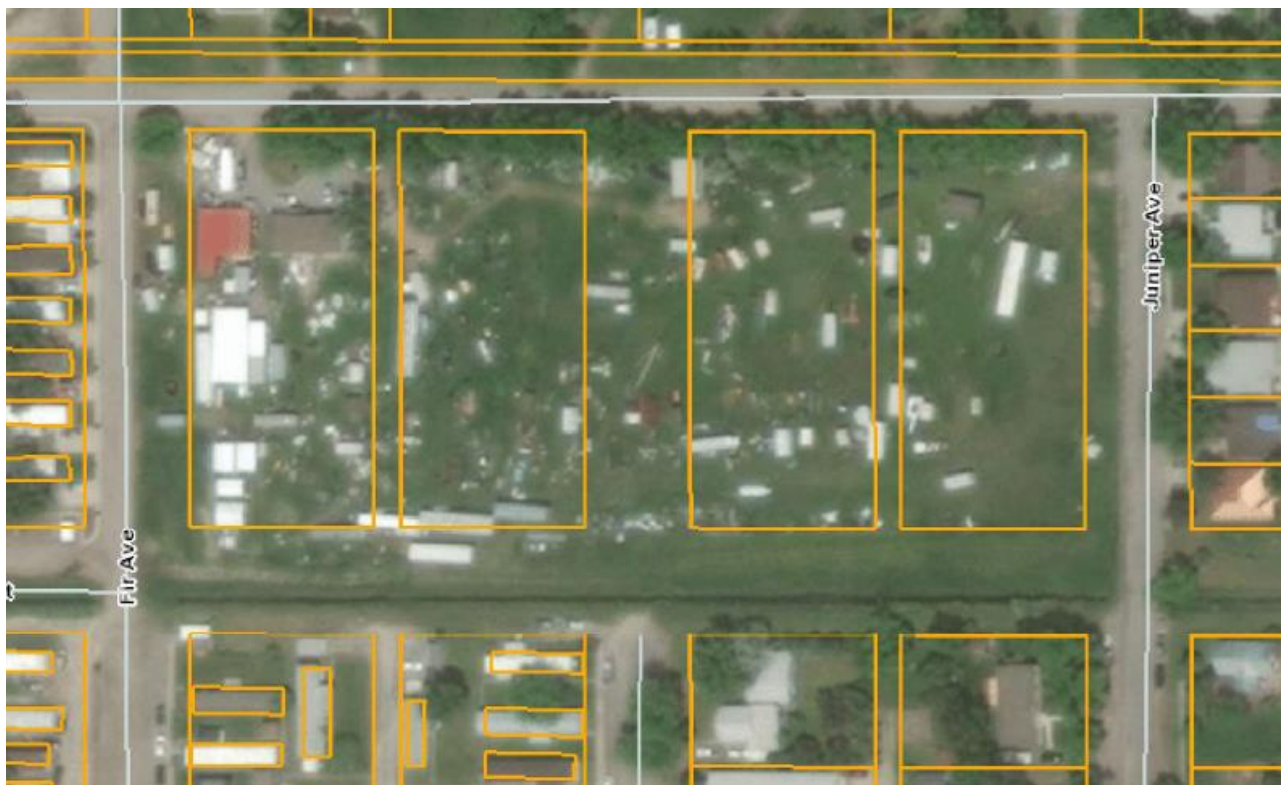


MARCH 2021

Summary

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development (Bitterroot Grove Townhomes) in Laurel, MT, on the south side of Eighth Street, between Fir Avenue and Juniper Ave. The development will utilize the Planned Unit Development (PUD) process, as outlined in the Laurel Municipal Code (LMC), Section 17.32.

The property is currently outside of Laurel city limits, and annexation has been requested. The property was split by an undeveloped portion of Hazel Ave, but abandonment has been conditionally approved by Yellowstone County. As a condition of approval for the Hazel Ave. abandonment, the landowner will resurvey the property to aggregate the property, as shown on the site plan.



Aerial of Site

Variance Request

Section 17.32.050(E) of the LMC requires PUDs have a minimum size of five acres. This request is to allow a variance to that requirement, allowing this 4.68-acre site to be reviewed as a PUD. The project area consists of two entire city blocks, plenty of area for a development of this type. The abandonment of Hazel Ave., as previously discussed, provides some more area, but to meet the five acre requirement, the alleys in Blocks 6 and 7 would have to be abandoned, as well as a portion of Seventh Street. There are existing utilities in these alleys and street rights of way, as well as a ditch

easement in the street right of way. It is the desire of the landowner to keep these utility lines intact and operational, not only for existing users but for this development as well. It is understood that the City also prefers to not abandon the alleys or 7th St.

Justification for Granting of the Variance

The granting of this variance is necessary to allow this townhome PUD development to move forward under the criteria set forth in the LMC. Allowing this development to be approximately 1/3 of an acre smaller than the required PUD size is an insignificant reduction and allows this land to be developed in a desirable manner.

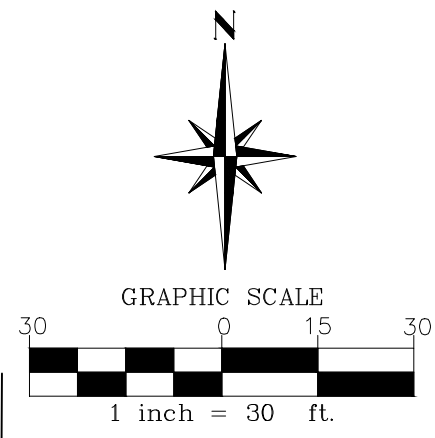
The granting of this variance is special and peculiar to this property and this application. The landowner owns nearly enough property to meet the required size, and additional land acquisition would be undesirable due to the presence of City-owned utilities and streets.

The basis for this variance request is not related to financial gain or loss of the landowner. This request simply allows for the PUD review process to be utilized for this development.

The hardship was not created by the applicant. In fact, the landowner has taken steps, such as the abandonment of Hazel Ave., to come as close as possible to meeting the size requirement.

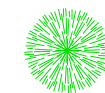
This granting of this variance would be within the intent and purpose of the LMC, and would allow for an attractive development of the site.

The granting of this variance will not adversely impact or injure others. It is limited to this property, which is completely surrounded by City streets and rights of way. Existing utilities and infrastructure will be utilized and expanded as a result of this development.

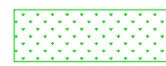


LANDSCAPED LEGEND

CHERRY TREE



LANDSCAPED GRASS



EAST EIGHTH STREET

FIR AVE

JUNIPER AVE

EAST SEVENTH STREET

HAZEL AVE

EXISTING WELL
LOT 1
15,179.08 SQ. FT.
(0.348 AC.)

EXISTING SHOP

EXISTING HOUSE
PORCH

LOT 2 (PUD)
4.335 AC.

20' WIDE UTILITY EASEMENT

20' WIDE UTILITY EASEMENT

EXISTING IRRIGATION WELL

60 59 58 57 56 55 54 53 52 51 50 49 48 47

1 2 3 4

31 32 33 34

35 36 37 38 39 40 41 42 43 44 45 46

8 7 6 5

30 29 28 27

26 25 24 23 22 21 20 19 18 17 16 15 14 13

12 11 10 9

DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'
DATE: 5/17/21	REV. DATE: --	REVISION: --
CITY OF LAUREL, MONTANA		
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10

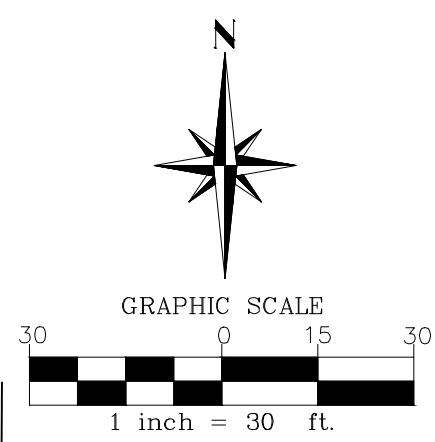
BITTERROOT GROVE TOWNHOMES
PLANNED UNIT DEVELOPMENT
LANDSCAPE PLAN

SHEET

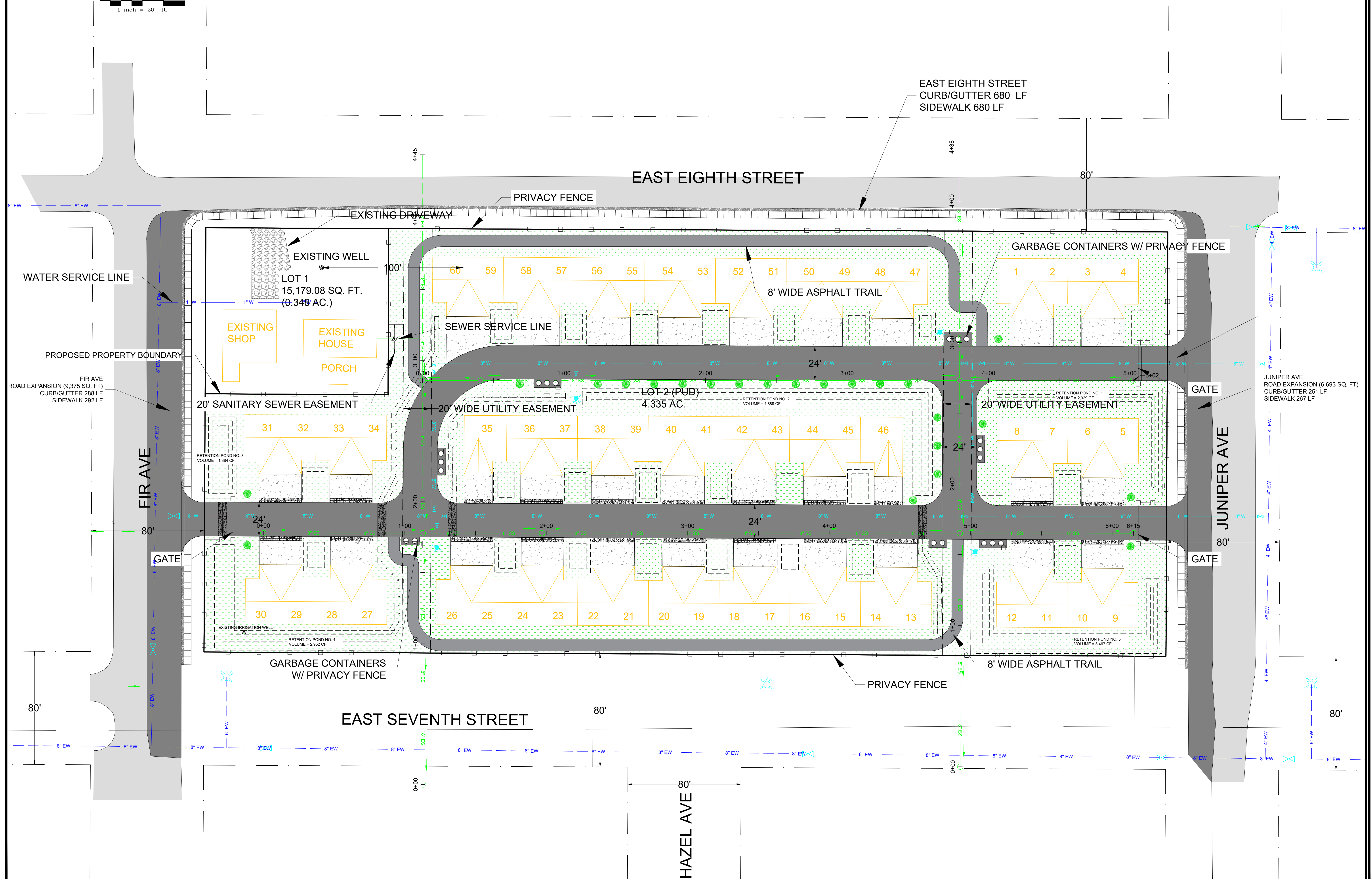
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P.O. BOX 194
PHONE 322-1116 / FAX 322-8514
COLUMBUS, MT 59019
WWW.ENGINEERING-WEST.COM



OPEN SPACE (37% OF AREA)
LANDSCAPED AREA : 1.42 AC. (61,802 SQ. FT)
PAVED WALKING TRAIL: 0.20 AC. (8,703 SQ. FT)



P.O. BOX 194
PHONE 322-1116 / FAX 322-8514
COLUMBUS, MT 59019
WWW.ENGINEERING-WEST.COM



DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'
DATE: 5/17/21	REV. DATE: --	REVISION: --
CITY OF LAUREL, MONTANA		
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10

BITTERROOT GROVE TOWNHOMES
PLANNED UNIT DEVELOPMENT

Return To:
 Darrell Dyer
 112 3rd Ave
 Laurel, MT 59044

BYLAWS OF BITTERROOT GROVE TOWNHOMES ASSOCIATION
 A 55 AND OLDER COMMUNITY

1. APPLICABILITY OF BYLAWS.

The provisions of these Bylaws are applicable to The BITTERROOT GROVE which has been submitted to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for said TOWNHOMES. BITTERROOT GROVE is located upon the following described real property located in Billings, Yellowstone County,

Montana:

[NEW PLAT WITH NEW LEGAL TO BE RECORDED AND THAT LEGAL INSERTED
 HERE LAUREL MONTANA NUTTING BROS SUBDIVISION]

All present or future owners, tenants, or any other person who might use the facilities of the above-described property in any manner, are subject to the provisions of these Bylaws. The acquisition, rental, or occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with.

2. MEMBERSHIP, MEETINGS AND VOTING.

(a) Membership. Each unit owner shall be a member of BITTERROOT GROVE HOME OWNERSHIP ASSOCIATION (HOA), hereinafter called "the Association". However, if the ownership of any unit is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the unit shall be deemed to be one member for the purpose of voting and the determination of any required quorum. Developer shall be deemed the owner of each unit not yet sold, and shall have one vote for each such unit.

(b) Ownership. Ownership shall be determined according to the records of the Clerk and Recorder of Yellowstone County, Montana, except that a personal representative, conservator, or trustee shall be deemed to be the owner of any unit owned or held by him or her in such capacity, whether or not the same shall have been transferred to his or her name by a duly recorded conveyance. Owners shall also include those purchasing units under purchase contracts and who have an equitable interest in the unit as disclosed by the public record in the office of

the Yellowstone County Clerk and Recorder, and in such an event, the equitable owner shall be considered as the only owner of such unit. Tenants shall be deemed to be owners only if the record owner has complied with the provisions of Section 70-23-102(16), MCA.

(c) Voting. The owners of each unit shall be entitled to one vote per unit and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Whenever a unit is owned by two or more persons, any one of such owners may vote in the absence of protest by the other or others. Votes may be cast in person or by proxy.

(d) Proxies. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting.

(e) Annual and Special Meetings. The annual meeting of the Association shall be held on the first ____ of ____ of every year at ____ p.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the unit owners. Notice of all meetings shall be given to each member personally or by mail, telephone, e-mail, or facsimile at least 10 days prior to the day named for such meeting. The presence, in person or by proxy, of owners of a majority of the units at such meetings of the Association shall be required for the transaction of any business by the Association.

The agenda for the annual meeting shall include the following:

- (1) Determination of quorum;
- (2) Approval of minutes of last annual meeting;
- (3) Presentation of financial report for past year and budget for coming year;
- (4) Report Board opinion of adequacy of limits on insurance coverage;
- (5) Election of Directors;
- (6) Appointment of Arbitrator, as provided below;
- (7) Old business, if any; and
- (8) New business.

Meetings shall be conducted in accordance with Roberts Rules of Order.

(f) Arbitrator. At each annual meeting, the owners shall mutually agree upon and appoint one person who is not a member to serve as Arbitrator for the Board and members for the coming year. In the event of a dispute or disagreement between the directors and members or

between two or more members which cannot otherwise be resolved without a lawsuit, except non-payment of assessments, or other monies owed the Association the issue shall be presented to the Arbitrator and the decision of the Arbitrator shall be binding upon the Association, its members, and its Board of Directors. The Arbitrator shall be paid a reasonable amount for the arbitration services. If an Arbitrator is not selected by the members, one or more Arbitrators shall be appointed in the manner provided by the Montana Uniform Arbitration Act, or any successor to that Act. Claims of non-payment of assessments or other monies owed the Association and foreclosure of a lien for unpaid assessments or monies owed the Association are ~ subject to binding arbitration.

(g) Manner of Obtaining Approval of Unit Owners. Approval of all decisions and resolutions of the Association which require the approval of unit owners may be obtained by vote at an annual or special meeting, or by written ballot or petition, circulated among the owners.

3. BOARD OF DIRECTORS.

(a) Number of Directors. The affairs of the Association shall be governed by a Board of Directors composed of three owners. Directors shall be elected by the members, provided, however, that _____ shall serve as one of the three elected Directors until all units are sold by the Developer. After sale of all units, the number of Directors may be increased upon affirmative vote of 75% of the members entitled to vote.

(b) Term of Office. Two Directors shall be elected at the first annual meeting of the Association for a one year term. _____, shall serve as the remaining Director for a two year term of office. Thereafter, the term of office of each Director shall be for two years, subject to the requirement that _____ must be one of these three Directors until sale of all units.

(c) Nomination ~ Election. **Except** as otherwise provided above, candidates for vacant Director positions shall be nominated from the floor at each annual meeting. Each unit owner shall be entitled to one vote for each vacancy in the Board of Directors; cumulative voting shall be permitted. If votes are cast by the owners of a majority of the units, the candidate(s) receiving the greatest number of votes shall serve for the term. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected, or as an alternative, the existing Directors may contact members to determine who is willing to serve as a Director, and deliver a written ballot to all owners for voting. The ballot shall include the names of all owners willing to serve for the term(s) to be filled.

(d) Compensation No compensation shall be paid to Directors for their service as Directors unless salaries for Directors are approved by vote of one owner of each unit. However, Directors shall be reimbursed for actual expenses incurred in the performance of their duties.

(e) Meetings. Regular and special meetings of the Board of Directors may be held at such

times and places as shall be determined by the Directors. Notice of such meetings shall be given by the Secretary to each Director and to the Treasurer and President of the Association, personally or by mail, telephone, facsimile, or e-mail at least three days prior to the day named for such meeting. If notice is given by email, the Association shall maintain a record of all emails sent. A majority of the Directors shall be needed for a quorum and any action by the Board shall require approval of a majority of the Directors present at the meeting. Directors may have telephone meetings so long as all Directors are present or are given the opportunity to be present, and so long as each Director is able to speak to and be heard by the others. Unless otherwise agreed by all Directors, meetings of Directors shall be conducted in accordance with Roberts Rules of Order. In any event, all Directors shall be given an opportunity to briefly speak without repeated interruptions, and formal votes shall be taken and recorded. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board. Owners may attend Board meetings, but their participation in the meetings may be limited to the extent determined by the Directors present at the meeting.

(f) Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by law, the Declaration, or these Bylaws directed to be exercised by the members. In addition, the Board of Directors shall have the following powers and duties:

- (1) To enforce the provisions of the Declaration of Unit Ownership and these Bylaws by appropriate action.
- (2) To determine the amount of assessments payable by the unit owners for common expenses and to allocate and assess said expenses among unit owners in proportion to their respective interests in the common elements. Assessments shall include reasonable reserve funds. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Association.
- (3) In its discretion, to impose special assessments for approved capital expenses and for emergencies as they are incurred.
- (4) To send written notice of any change in the regular assessments and written notice of any special assessment to each owner at least 30 days before its due date.
- (5) To record and foreclose a lien against any unit for unpaid assessments or other monies owed the Association by an owner or to bring an action at law against the owner personally obligated to pay the same.
- (6) To adopt a schedule of late payment fees, with consent of 75% of the members entitled to vote.
- (7) To issue, or to cause an appropriate officer to issue, upon demand by any person,

a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

- (8) With consent of a majority of the unit owners, to adopt a schedule of fines for violation of the Declaration, these Bylaws, or the duly adopted rules and regulations of the Association.
- (9) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (10) To procure and maintain insurance required or authorized to be purchased by the Association.
- (11) To pay all debts of the Association.
- (12) To grant and accept easements, permits, and licenses on behalf of all unit owners, as necessary for the proper operation of the project.
- (13) To contract for repairs, maintenance, alterations, additions, and improvements which are the obligation of the Association.
- (14) Upon written request from any person, agency or corporation having an interest or prospective interest in a unit, to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding tax year, at the requesting party's expense. The Board shall require that audit expenses be paid in advance of beginning the audit.
- (15) To review and approve or disapprove all requests from unit owners for consent to modify, alter, or add to any limited or general common element, and to remove or replace any unapproved modifications or additions at the expense of the offending unit owner.
- (16) To file annual corporate reports with the Montana Secretary of State and to pay the required fee.
- (17) To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.
- (18) To provide any notices required by these Bylaws or the Declaration of Unit Ownership for the Association.
- (19) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association or to an independent contractor

or agent.

- (20) To engage the services of a paid manager, managing agent or caretaker. If the Board hires a professional management agent, the contract with that agent must permit termination of the contract by either party, without penalty, after 90 day advance notice of termination is given.
- (21) To supervise all officers, agents, and employees of the Association to ensure that they properly perform their duties.

(g) Directors as Agent and Attorney-in-Fact for Unit Owners. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the unit owners of all of the units and for each of them to manage, control, and deal with the interests of such unit owners in the common elements, including the exterior of the building as necessary to permit the Board of Directors to fulfill all of its powers, rights, functions, and duties.

The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each unit owner, each mortgagee, other named insureds, and their beneficiaries, and any other holder of a lien or other interest in the BITTERROOT GROVE TOWNHOMES property in order to:

- (1) Adjust and settle all claims arising under insurance policies purchased by the Board of Directors;
- (2) Execute and deliver releases upon the payment of claims; and
- (3) Act on their behalf in any condemnation proceeding or act of eminent domain.

The mortgagee and guarantor of the mortgage on any unit shall have the right to timely written notice of any condemnation or casualty loss that affects a material portion of the project or the unit securing its mortgage.

(h) Resignation and Removal of Directors. Any Director, except _____, may be removed from office by the majority vote of the unit owners. In the event of resignation or removal of a Director, the vacancy shall be filled at a special meeting of the unit owners or by written ballot circulated among the owners in the manner provided for the election of Directors, with the person so elected serving the balance of the unexpired term.

4. OFFICERS.

(a) Board Elects Officers. The Board of Directors shall annually elect a President, a Secretary, and a Treasurer. The Board in its discretion may also elect a Vice-President. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board and may be removed by

the Board, with or without cause. In the event of a vacancy, the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose.

_____ shall serve as interim President and Secretary respectively until the first annual meeting of the Association.

(b) Qualifications of Officers. Directors may also serve as officers but are not required to do so. Officers may be Directors, other members of the Association, or persons who are not members, yet must be or represent a property owner within the project.

(c) Duties. The President shall preside at all meetings of the Association and of the Board of Directors, shall supervise the affairs of the Association and its officers, shall have all of the powers and duties usually vested in the office of President and shall also perform such other duties as from time to time may be imposed by the Board of Directors.

(i) The Vice-President, if any, shall act in the place of the President, and shall have such other duties as may be assigned by the Board of Directors.

(ii) The Secretary shall keep all books and records of the Association and the Board of Directors and record all minutes of meetings of both, shall keep a record of all members of the Association, and shall serve all required notices.

(iii) The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. All checks over \$500.00 must be signed by two officers. Officers signing checks must be members of the Association. If the Association hires a manager, some of the duties may be delegated to the manager. However, the manager shall not have the right to sign checks.

(d) Compensation. Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors.

5. LIABILITY OF OFFICERS AND DIRECTORS.

The Officers and Directors of the Association shall not be liable to the Association or any unit owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. Except to the extent that such damages and expenses are satisfied by Officer's and Director's liability insurance, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was an officer or director of the Association against damages and expenses, including attorney fees, judgments, fines and amounts paid in settlement incurred by the person in connection with such action, suit or proceeding, if the officer or director acted in good faith and in a manner the officer or director reasonably believed to be in, or not opposed to, the best interest of the Association. If not satisfied by insurance proceeds, such damages and expenses shall be a common expense.

6. INSPECTION OF RECORDS.

The books, records, and papers of the Association and a copy of the current Declaration of Unit Ownership, Bylaws, Articles of Incorporation, and rules and regulations, if any, for BITTERROOT GROVE TOWNHOMES, shall be open for inspection by any unit owner and by holders, insurers, and guarantors of first mortgages on units at any reasonable time, after reasonable notice to the Secretary.

7. EMERGENCY ACCESS.

Directors and their manager, if any, shall have the right to enter any unit in case of an emergency originating in or threatening such unit whether or not the owner or occupant is present at the time.

8. INSURANCE.

(a) Except as otherwise provided in subsection (k) below, the Board of Directors shall insure all common element improvements, including every part of the building and all fixtures attached or affixed to any part of the building by screws, nails, glue, cement or other building material, against loss or damage by fire and other casualty in an amount representing the full insurable value thereof, less a deductible in an amount to be determined by the Board. Such insurance shall be “all-in” coverage. Works of art or purely decorative items normally not considered to be part of the real estate when A TOWNHOME unit is sold are not fixtures, even though temporarily attached to a wall with nails or screws.

(b) The Board of Directors shall purchase public liability and property damage insurance, insuring the Association and the unit owners for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership, use, or occupancy of the common areas, with policy limits to be determined by the Board, but no less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.

(c) The Board of Directors shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Board employs a management agent, the agent must have its own fidelity insurance policy providing the same coverage required above.

(d) The Board shall purchase Officer’s and Director’s liability insurance covering each member of the Board and each officer of the Association; the amount of coverage shall be determined by the Board.

(e) The cost of all insurance purchased by the Association shall be a part of the common expense.

(f) All insurance policies shall be issued by an “A” rated or better company approved by FNMA; Directors shall seek to obtain the best insurance value, considering the coverage, the

price, the financial stability of the insurer, and the history of the insurer in promptly and properly handling claims.

(g) In the event of a loss exceeding one thousand dollars (\$1,000.00), all Association insurance proceeds shall be paid to the Board of Directors as trustee for disbursement.

(h) Each policy shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any units and shall require the insurer to notify the Association, each unit owner, and each first mortgage holder, in writing, of any lapse, cancellation or substantial change to the policy at least ten days prior to the date on which such cancellation or change takes effect. Duplicate originals of all new insurance policies and of all policy renewals, together with proof of payment of premiums, shall be delivered to all mortgagees and contract sellers of units at least ten days prior to expiration of the current policies. THIS IS A 55 AND OLDER COMMUNITY THE ASSOCIATION MUST APPROVE ALL SALES TO ENSURE THE AGE RESTRICTIONS ARE MAINTAINED AND RENTAL RATIO OF RENTAL UNITS DOES NOT EXCEED 20% OF ALL UNITS IN THE PROJECT.

(i) The Board of Directors shall annually review the adequacy of limits of coverage of insurance policies, shall obtain an appraisal from an insurance company or other knowledgeable person or business of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of property insurance required under this section, and report its findings and opinion regarding insurance to the membership of the Association at its annual meeting

(J) Insurance policies shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured.

(k) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. Insurance purchased by the Association shall not cover personal items, such as furniture or clothing inside the units. Owners must insure their personal property and obtain liability insurance to cover injury or damage occurring within their unit if they wish such insurance coverage. If any major improvements are made to the interior of a unit after initial purchase of the unit, those improvements (betterments) must be insured for fire or other casualty on the owner's personal insurance policy if the owner wishes to have insurance. Insurance on such betterments will not be purchased by the Association. Replacement of worn fixtures or equipment with similar new ones shall not be deemed a betterment.

(l) Insurance payments for a fire or other property loss insured by the Association shall be applied by the trustee to repair or replacement of the damaged property. In the event of loss to one or more but not all units, any amount needed to repair or replace the unit, in excess of insurance payments, shall be paid by the owner of that unit. If insurance proceeds exceed the

replacement cost of the units, excess proceeds shall be credited to the accounts of all unit owners.

(m) The Association shall pay, as a common expense, the deductible amount for any property loss insured by the Association if the damage is only to the common elements. In all other cases, owners of the damaged units shall pay the deductible in proportion to the amount of the loss to each damaged unit reported on the insurance claim.

9. PROPERTY LOSS.

Property damaged by fire or other casualty must be repaired or rebuilt unless there is a total loss of all units, all unit owners agree not to rebuild, and there is agreement not to rebuild by mortgagees that represent at least 51% of the votes of the units that are subject to mortgages. Insurance payments for a property loss insured by the Association shall be applied by the Board, or its designated trustee, to repair or replacement of the damaged property except in the event of a total loss of all units and a decision not to rebuild. Units which are repaired or replaced after casualty shall conform in style, quality, and appearance to the unit as it existed prior to the casualty.

10. ASSESSMENTS FOR COMMON EXPENSES.

(a) When Assessments Begin. The owner of each completed unit shall be obligated to pay monthly and special assessments for common expenses beginning on the 1st day of the month following sale of the first unit by Developer.

(b) Amount. Prior to the annual meeting, the Board of Directors shall prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each monthly assessment for the coming year, shall be delivered to each unit owner at least one week before the annual meeting. Each monthly assessment shall equal the total estimated common expenses for the coming year, plus a reasonable reserve allowance for replacement of improvements, divided by twelve, multiplied by the percent of undivided interest in the common elements for the assessed unit. Assessments shall be due and payable on the first day of each month. If an annual budget is not prepared as required, the monthly assessment due shall be equal to the amount of the monthly assessment for the previous year until changed by the Board of Directors. The regular monthly assessments may be changed by the Board at any time it determines that the change is necessary or advisable. Written notice of the amount of any changed monthly assessment shall be given to each unit owner at least 30 days in advance of the first payment due date for the assessment. Except for changes in the amount of the monthly assessments, no bills or other notices that monthly assessments are due need be given by the Association. Assessments must be based upon and computed by using the percentile interest that each unit owner has in the common elements.

(c) Special Assessments. Special assessments may be made by the Board of Directors for capital improvements only upon an affirmative vote of ALL of the members entitled to vote. The Board may impose special assessments for unanticipated emergency expenses without a vote of the members.

(d) Interest and Late Fees. Assessments paid more than 10 days after the date when due shall bear interest at the rate of ten percent (10.0%) per annum from the date when due until paid; in addition, late paying owners shall be obligated to pay a late fee if a schedule of late payment fees has been adopted by the Board of Directors. All payments upon assessments shall be applied first to late fees, then to interest, and then to the earliest assessment due. In the event that individual units are supplied by association controlled water supply said supply may be shut-off pending payment of any late HOA dues or fees.

(e) Record Keeping. All assessments collected by the Association may be commingled in a single fund from which shall be paid the expenses for which the assessments are made. Separate records of payments received shall be kept for each unit.

(f) No Exemption from Payment. No unit owner is exempt from payment of any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the unit.

(g) Account Balance Transfers with Unit. No unit owner shall be entitled to receive the balance in that owner's assessment account upon sale of the owner's unit. The account balance shall pass with sale of the unit to the credit of the new unit owner. This provision shall not be deemed to prohibit a selling owner from collecting the balance of that owner's assessment account from a purchaser.

(h) Remedies for Failure to Pay. The remedies for failure to pay assessments are set forth in the Declaration of Unit Ownership.

10. MAINTENANCE OF UNITS AND COMMON ELEMENTS.

(a) Unit Owner Responsibilities. Every unit owner shall be responsible for all maintenance of and repairs to the owner's unit, for replacement of broken glass in the unit. Each owner shall be responsible for all damages to the other units adjoining caused or to the common elements resulting from failure to effect such maintenance and repair. Each unit owner shall be responsible for paying all taxes and assessments on his or her unit and for payment for all utilities provided to the unit, unless exempted specifically by the Association, or included in HOA dues. All utility lines and pipes, fixtures, and equipment serving only one unit shall be maintained, replaced, and kept in good repair by the unit owner.

All maintenance and repairs for which an owner is responsible shall be paid for by the owner. In the event an owner or tenant fails or refuses to provide adequate maintenance or repairs, the Association may, after ten day advance written notice to the owner, enter into the owner's unit and make the needed repairs or do the maintenance, and charge the actual cost of such repairs or maintenance to the unit owner. Any such costs shall be a lien on the unit on which repairs were made or maintenance was done, and if unpaid, may be foreclosed in the same manner as a lien for common expenses.

Each owner shall use a reasonably high standard of care in maintaining their individual unit so that BITTERROOT GROVE will reflect a high pride of ownership. The Board of Directors of BITTERROOT GROVE Association shall be the final authority in determining whether an owner is providing adequate maintenance, subject to the city of laurel municipal code.

(b) Association Responsibilities. Except as otherwise provided above, the Association shall be responsible for any maintenance, repair, and replacement of common elements. The Association shall pay landscaping care, for snow removal from the streets and sidewalks, and for paving and striping as needed. The Association may employ personnel necessary for all required maintenance, upkeep, and repair. The Association shall use a reasonably high standard of care in providing such maintenance, management, and repair so that BITTERROOT GROVE will reflect a high pride of ownership.

11. RESTRICTIONS OF USE.

The following restrictions apply to use of all units and common areas:

(a) Types of Uses Allowed. The property shall be used only for residential purposes except that an owner may use a portion of their unit for an office so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant and provided the use complies with the applicable zoning ordinances of the City of Laurel. In addition, Developer shall have the right to maintain a sales office in the project until all units are sold.

(b) Pets. A maximum of one dog (weight limited to 45 pounds) and one cat shall be permitted in each unit only if kept under the owner's control at all times. No pets shall be allowed to run loose in the common areas. Owners shall be responsible for promptly cleaning up after their pets and for payment for any damage caused by their pets. Owners shall keep all pets on their property unless walking with a lease.

Any owner shall pay a fine, imposed by the Board, of \$50.00 for a second violation of any of these pet restrictions and a fine of \$100.00 for each violation thereafter. Such fines shall be a common expense, payable only by the offending unit owner. In addition, the Board may require an owner to permanently remove a pet from Bitterroot Grove property if the Board receives two bona fide complaints that the animal is a nuisance from one or more other owners within a six month period. No reptiles shall be kept in any unit.

(c) Nuisances. No nuisances or unlawful activities shall be allowed on or within any unit or the common areas, nor shall any use or practice be allowed which interferes with the peaceful possession or allowed use of the property by others.

(d) Alterations to Building and Common Elements. Nothing shall be done in, on, or to any unit or in, on or to the limited or general common elements which will impair the structural integrity of the building. Except as otherwise provided herein, no unit owner or occupant shall

erect or place any building or structure on any common area, add or remove landscaping, nor make any other additions or alterations to any common areas except in accordance with plans and specifications approved by the Board of Directors. If plans and specifications have not been approved in writing by the Board within 45 days after submission, they shall be deemed disapproved.

(e) Antennas and Satellite Dishes. No antennas or satellite dishes exceeding 24 inches in diameter or diagonal measurement, and no air-conditioning units, wiring, or any other device shall be installed on the exterior of the building or on common elements without prior written approval of the Board. Owners may install a small satellite dish or antenna not exceeding 24 inches in diameter or diagonal measurement on their terrace or on the roof of the building without prior approval of the BITTERROOT GROVE Board of Directors. The location of the satellite dish must comply with the ordinances of the City of Laurel..

(f) Garbage. All garbage and trash must be placed in the proper receptacles designated for refuse collection, and no garbage or trash shall be placed elsewhere on any common element.

(g) Noise Residents and their guests shall exercise care about making noise which may disturb other residents. No unit owner shall make or permit excessive noise between the hours of 11:00 p.m. and the following 7:00 a.m. if such noise shall disturb or annoy occupants of other units.

(h) Parking. Unit owners shall not park vehicles in such a manner as to block sidewalks or access to the street, or take up more than one parking space with a single vehicle, nor shall they permit any member of their family, guests, or tenants to do so. Junked or non-operational vehicles, boats and trailers, and motorhomes shall not be parked on common areas. Improperly parked vehicles may be removed at the owner's expense.

(i) Blocking Access. Owners shall not take or permit any occupant or guest to take any action which impairs pedestrian access to another unit or vehicle access to the parking area.

(j) Fire Prevention. No unit owner shall perform any act or store anything within a unit or on the common areas which might increase the rate of fire insurance for BITTERROOT GROVE or increase the probability of fire as a result of such act or the storage of such items.

(k) Fines. The Board of Directors is hereby authorized to adopt a schedule of fines for violation of any of the provisions contained in this Section and for violation of any additional rules and regulations adopted by the Board pursuant to Section 13 below, and to assess such fines against all owners who violate these provisions.

The owner of each unit shall be responsible for fines resulting from the conduct of the occupants of the unit and their guests. In the event any owner, any occupant, or a guest of any occupant fails to abide by the provisions of this Section, or the rules and regulations adopted pursuant to Section 13 below, the Board shall be entitled to recover from the unit owner all costs and attorney fees incurred by it in compelling compliance, including collection of fines imposed

for violations, with or without initiating arbitration or filing a lawsuit. If an owner wishes to dispute the imposition of a fine against that owner, the owner must submit the dispute to the Arbitrator within six weeks after receipt of written notice of the fine; failure of an owner to submit the dispute to arbitration within six weeks shall be deemed an admission that the fine was properly imposed by the Board. All fines shall be a lien on the unit of the owner against whom they are imposed, and if unpaid, the lien may be foreclosed in the same manner as a lien for common expenses.

13. RULES AND REGULATIONS.

Administrative rules and regulations concerning the use of the common elements may be promulgated and amended by the Board of Directors with the approval of a majority of the members entitled to vote. A copy of the current rules and regulations shall be provided to each unit owner by the Secretary of the Association, without cost, upon receipt of a request

14. WORKING CAPITAL.

The Developer, as agent of the Board of Directors, shall collect from the initial purchaser of each unit, at the time of closing, an initial capital payment equal to the Buyer's prorata share of insurance for the year plus an amount equal to the amount of the regular monthly assessments for two months. The Developer shall be entitled to retain the Buyer's pro-rata share of insurance for the current premium period if the Developer paid the premium for the unit sold for that period; otherwise, the premium shall be paid to the Association's insurance agent. The remainder of each initial capital payment collected from the buyers shall be delivered to the Board of Directors to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, including initial maintenance, equipment, supplies, organizational costs, furnishings for common areas, other start-up costs, and such other purposes as the Board of Directors may determine. These funds may not be used by the Developer to defray any of its expenses, construction costs, or other financial obligations, and shall NOT be considered to be prepayment of regular monthly assessments.

In addition, at closing, the Developer shall collect from the initial purchaser of each unit the Buyer's pro-rata share of the assessment for that month.

15. LIABILITY OF THE ASSOCIATION AND UNIT OWNERS.

The Association shall not be liable to any unit owner or any occupant of a unit for any failure to provide services paid for as a common expense or for any uninsured injury or damage to person or property caused by the elements or resulting from water, snow, or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance, or equipment into a unit. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. This shall not be deemed to be a waiver of any liability between unit owners. No diminution or abatement of any assessments shall be claimed

or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance, or order or directive of any government authority. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured injury or damage to person or property caused by another unit owner. Any such liability shall be attributed solely to the responsible unit owner. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured personal injuries or uninsured injuries to property occurring on common elements.

16. AMENDMENT.

(a) Prior to sale and closing of all units, these Bylaws may be amended by the Developer. Each owner, by acceptance of a deed to any TOWNHOME shall be deemed to have approved any such amendment by Developer and to have granted to Developer the power, pursuant to Section 70-15-301, MCA, to make such amendments.

(b) These Bylaws may also be amended by the Association either in a duly constituted meeting called for such purpose or by written petition circulated among the owners. However, no amendment shall take effect without the approval of the Developer until such time as all units have been sold by the Developer. After all units are sold, no amendment shall take effect unless approved by at least 75% of the unit owners entitled to vote and until a copy of the amendment, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. In all cases, however, the Bylaws shall always include those particulars required to be included therein by the Montana Unit Ownership Act.

(c) The consent of at least 51% percent of eligible mortgage holders shall be required for a change in any of the following:

(i) Changes in insurance requirements; and

(ii) Changes in any provisions which expressly benefit mortgage holders, insurers, or guarantors.

17. BYLAWS ARE COVENANTS.

The provisions of these Bylaws shall be covenants running with the land and shall be binding on all owners, their tenants, and guests for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

18. ENFORCEMENT AND WAIVER.

These Bylaws may be enforced in the manner set forth in the Declaration of Unit Ownership for THE BITTERROOT GROVE TOWNHOMES, in these Bylaws or as otherwise authorized by Montana law. In the event the Board of Directors shall refuse or neglect to enforce the provisions of these Bylaws, the Declaration of Unit Ownership, or duly adopted rules and regulations, any unit owner shall have the right to do so (SEE PARAGRAPH BELOW). Failure

of the Association, its Board of Directors, or any of its members to enforce the provisions of these Bylaws or the Declaration of Unit Ownership of BITTERROOT TOWNHOME ASSOCIATION or any rules and regulations adopted by the Association shall not be deemed a waiver of the right to do so in the future.

The losing party in any lawsuit or arbitration proceeding brought to enforce these Bylaws or the Declaration or to foreclose a lien described in the Declaration or these Bylaws shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. In the event the services of an attorney are used by the Association or its Board of Directors to enforce these Bylaws without filing a lawsuit or initiating arbitration, the party violating these Bylaws shall be obligated to pay the attorney fees incurred by the Association; the attorney fees shall be a lien on the unit of the violating owner. The lien may be enforced in the same manner as a lien for unpaid assessments for common expenses.

19. DEFINITIONS.

The terms used herein shall have the definitions set forth in the Declaration of Unit Ownership for BITTERROOT GROVE.

20. HEADINGS.

The headings used in these Bylaws are for convenience only and shall not be deemed to limit the provisions of these Bylaws.

21. NOTICE.

Except where otherwise provided in these Bylaws, any written notice required or provided for in these Bylaws or in the Declaration of Unit Ownership for BITTERROOT GROVE shall be hand-delivered or mailed to the last address provided by the owner to the Association. A notice sent by certified mail shall be deemed delivered three days after the date when mailed, whether or not actually received by the owner to whom it was sent.

IN WITNESS, the undersigned, being the interim President and Secretary of the Association, have executed this instrument as evidence of the adoption of the aforesaid Bylaws by the Association and hereby certify that the foregoing is a true and correct copy of the Bylaws of the Association.

DATED this ____ day of _____, 20__.

BITTERROOT GROVE HOMEOWNERS ASSOCIATION

By:

_____, President

By:

_____, Secretary-Treasurer

18

STATE OF MONTANA)

ss.

County of Yellowstone)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the President of BITTERROOT GROVE HOMEOWNERS ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

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

(seal) (print or type name of notary)
 Notary Public for the State of Montana
 Residing at Billings, Montana
 My Commission Expires ____ 20__
 STATE OF MONTANA)
 ss.
 County of Yellowstone)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the Secretary-Treasurer of BITTERROOT GROVE HOMEOWNERS ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

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

(seal) (print or type name of notary)
 Notary Public for the State of Montana
 Residing at Billings, Montana
 My Commission Expires ____ 20__

Bitterroot Townhome PUD: Building Styles

The buildings within the Bitterroot Townhome PUD Development will be similar to the following examples. The development will include a variety of building styles to offer the development a certain amount of “personality” and to avoid the “cookie-cutter” appearance of tract housing.















**YELLOWSTONE COUNTY WEED DISTRICT
WEED MANAGEMENT PLAN**

Date:

Contact person & Phone number: Darrell Dyer, Bitterroot Group, LLC, (701) 651-5572

Name of project: Bitterroot Grove Townhome PUD

Land Description (Legal & Descriptive): Nutting Bros. Subdivision, Blocks 6 and 7, including
abandoned portion of Hazel Ave

Number of acres involved: 4.68

Noxious Weed Species found on site if any:

_____	_____
_____	_____
_____	_____

Type of control to be used:

- _____ Cultivation- (must include an attached Revegetation plan)
- ☒ Herbicide- (must include what kind, application rate and time & method)
- _____ Grazing- (must complete enclosed grazing plan)
- ☒ Hand pulling/Mowing- (please include method of disposal)

Specific control measures: Weeds will be pulled/mowed/sprayed where necessary,
and when identified with typical residential commercially
available herbicide.

Weed control to be completed by: ☒ Self _____ Commercial Firm
If a commercial firm is to be used, please give name and address when hired.

Dates weed control will be implemented: May through September

Is there live or open water on the property? If so please outline on your map.

This plan if implemented by said contractor, will be in effect for two years from the date of project completion. The responsibility for weed control will revert back to the landowner after this period.

Dated this _____ day of _____, _____.

I acknowledge and agree to the foregoing provisions.

Signature _____

Name and Address _____
Please print _____

Weed Management Approval: (Yes) (No) Date _____

Weed District Representative _____

County Weed District Recommendations: _____

Attach additional information if needed

YELLOWSTONE COUNTY WEED DISTRICT REVEGETATION PLAN

Should you decide to use cultivation as a control method on a rangeland, non crop site, or other disturbed sites (reference section 7-22-2152, Montana Code Annotated) please complete the following plan. If you have a revegetation plan already in place, please attach a copy to your Yellowstone County Weed Management Plan.

(a) Please describe the site to be revegetated.

(b) Outline what method(s) will be used to accomplish revegetation of the disturbed areas (seeding, planting, sod, etc.)

(c) If applicable list the type and amount of seed/sod to be used for revegetation.

Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres

(d) If applicable list the type and amount of fertilizer to be used:

Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres

(e) Timing of revegetation practices:

Approximate cultivation date(s)

Approximate seeding / sod date(s)

Approximate fertilizer date(s)

Attach additional information if needed

YELLOWSTONE COUNTY WEED DISTRICT NOXIOUS WEED GRAZING MANAGEMENT PLAN

IS THERE A CURRENT GRAZING SYSTEM USED?
PLEASE EXPLAIN

NOXIOUS WEED TO BE GRAZED?

TYPE OF ANIMAL TO BE USED?

A.U.M.'S PER ACRE?

TURN IN DATE _____ TURN OUT DATE _____

SEASON OF GRAZING?

STAGE OF PLANT GROWTH?

WERE ANIMALS HELD IN AN AREA TO LET INFESTED FORAGE PASS BEFORE ANIMALS WERE
MOVED INTO UNINFESTED AREA?

WILL THIS METHOD BE USED ALONG WITH HERBICIDE CONTROL?

WHAT KIND OF MONITORING OR FOLLOW UP WILL BE DONE TO INSURE THAT GRAZING IS
WORKING AS A WEED CONTROL MEASURE AND THE LAND IS NOT BEING OVER-GRAZED?

DATE INSPECTED BY WEED DEPT. _____

NOTES _____

Attach additional information if needed

Laurel City Planner

From: Ryan Welsh <ryan.welsh@kljeng.com>
Sent: Tuesday, June 8, 2021 4:06 PM
To: Laurel City Planner
Cc: Kurt Markegard; Forrest Sanderson
Subject: RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Nick,

Below are my comments after reviewing the Engineering report.

1. Exhibit on page 5 doesn't call out the specific streets or identify where each of the hydrant locations are.
2. Page 6 Section 1.1.4.a references section 8.2.1. There is no Section 8 in the report.
3. Page 9 Section 2.22 Depth. Sewers are to be extremely shallow. Have pipe supplier provide documentation that pipes can handle the shallow traffic loads without deflecting. This shallow burial may require the deflection testing called out by DEQ.
4. Page 18 Section 2.64. Flow Channel. Manholes in Laurel are required to have a 0.2-ft drop across each manhole.
5. Public utilities in Private roads can be an issue for maintenance. City should require that this be a private system if its going to be in a private street area.
6. Street Section is 3" of AC over 9" of Base. Laurel Street section calls out a minimum of 3" of AC over 10" of base. (Not an issue as long as its private, but could be an issue in the future if they transfer ownership to the City)
7. Water System layout: The Laurel Water System standards (currently in revision) will call for all water lines to be 5' South and/or West of the street centerline.
8. Sewer System layout: The Laurel Wastewater System standards (currently in revision) will call for all wastewater line to be 5' North and/or East of the street centerline.
9. With groundwater expected to be between 3' and 5 below existing ground surface, this should be studied through the irrigation season to verify that detention pond volumes will be useable.

That is the extend of my comments. Please let me know if there are any questions.

Thank you,

Ryan Welsh, PE (MT & WY)



406 245 5499 Office
406 247 2923 Direct
406 876 3277 Cell
2611 Gabel Road
PO Boxc 80303
Billings, MT 59108
kljeng.com

From: Laurel City Planner <naltonaga@laurel.mt.gov>
Sent: Thursday, May 27, 2021 8:14 AM
To: Ryan Welsh <ryan.welsh@kljeng.com>
Cc: Kurt Markegard <kmarkegard@laurel.mt.gov>
Subject: RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Hi Ryan,

I think that timeline is fine. I appreciate the help!

Regards,
Nick Altonaga, CFM
City Planner

406.628.4796, Ext. 5302 (office)
406.628.2241 (fax)
naltonaga@laurel.mt.gov

City of Laurel
PO Box 10
115 West First St.
Laurel, MT 59044-0010



From: Ryan Welsh <ryan.welsh@kljeng.com>
Sent: Wednesday, May 26, 2021 3:43 PM
To: Laurel City Planner <naltonaga@laurel.mt.gov>
Cc: Kurt Markegard <kmarkegard@laurel.mt.gov>
Subject: RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Nick,

I will get this take care of and back to you by June 11th. Let me know if you need more time than that before the meeting.

Thank you,

Ryan Welsh, PE (MT & WY)



406 245 5499 Office
406 247 2923 Direct
406 876 3277 Cell
2611 Gabel Road
PO Box 80303
Billings, MT 59108
kljeng.com

From: Laurel City Planner <naltonaga@laurel.mt.gov>
Sent: Wednesday, May 26, 2021 3:30 PM
To: Ryan Welsh <ryan.welsh@kljeng.com>

Cc: Kurt Markegard <kmarkegard@laurel.mt.gov>

Subject: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ryan,

Attached is the Preliminary Engineering report for Water, Sewer, Stormwater, and Roadways for the Bitterroot Townhomes Planned Unit Development (located off of E 8th Street). This will be at Planning Board on June 16th and City Council afterwards. If possible, please review the report and let me know if there are any concerns about their estimates. I know you're busy so just let me know if it will be a while before you can take a look at it. Thanks for your assistance.

Regards,
Nick Altonaga, CFM
City Planner

406.628.4796, Ext. 5302 (office)

406.628.2241 (fax)

naltonaga@laurel.mt.gov

City of Laurel
PO Box 10
115 West First St.
Laurel, MT 59044-0010



File Attachments for Item:

4. Resolution - Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.

RESOLUTION NO. R21-_____

RESOLUTION OF ANNEXATION AND ZONING FOR NUTTING BROTHERS SUBDIVISION, BLOCK 6, LOTS 1-12 AND BLOCK 7, LOTS 1-12 AND THE ABANDONED PORTION OF HAZEL AVENUE LOCATED BETWEEN BLOCKS 6 AND 7, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

WHEREAS, a Planned Unit Development Application was submitted to the City of Laurel by the owner (“Petitioner”) of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for such Development Application and annexation to the City of Laurel with zoning as provided by the Laurel Municipal Code; and

WHEREAS, Petitioner constitutes the owner of the entire property proposed to be annexed, as described below; and

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development Application, including the request for Annexation and request for a variance from the minimum lot size requirement at a duly advertised public hearing that was held on May 19, 2021; and

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed annexation area; and

WHEREAS, based on the evidence and testimony provided at the hearing the Laurel City-County Planning Board approved a motion to recommend a conditional approval of annexation, zoning, and the requested variance to the Laurel City Council; and

WHEREAS, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, and of Petitioner, that the following described territory be annexed to the corporate limits of the City of Laurel, with the zoning changed to R-7500 upon annexation of the property, and conditioned upon the preparation of an Annexation Agreement that contains all the conditions and requirements for the future development being negotiated, executed and approved by the City and the Property Owner; and

WHEREAS, Petitioner’s variance request appears in the City’s best interest since the requested variance a 5.0 acre minimum standard to 4.68 acre minimum is in the best interest of the City since the proposed development will create badly needed housing out of land that is currently in a blighted state; and

WHEREAS, annexation of the property is conditioned on the City Council's approval of the Planned Unit Development Application and the satisfactory completion of all requirements and conditions imposed by the City Council; and

WHEREAS, the annexation and City responsibility for providing service to the property shall become null and void upon the City's denial of the Planned Unit Development Application or the Petitioner's failure to comply with the conditions contained in this resolution and imposed by the City Council's approval resolution.

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

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the application for annexation as additionally described below.
2. The owner of record of the territory annexed to the City of Laurel has executed an application seeking such annexation.
3. The following described territory is hereby annexed to the City of Laurel:

Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned Hazel Avenue, Nutting Brothers Subdivision according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.
4. That upon annexation the zoning designation of the above-described property shall be PUD-1 as provided by City Ordinance.
5. The petitioner's requested variance is hereby approved to allow a 4.68 acre size PUD rather than the standard 5.0 acre size as required by City Ordinance.
6. Petitioner shall provide a signed annexation agreement as a condition of annexation as provided herein.
7. 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.
8. 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 complete and final.

9. Annexation of the property is conditioned on the City Council's approval of the Planned Unit Development Application and the satisfactory completion of all requirements and conditions imposed by the City Council with such approval; and
10. Annexation and the City's responsibility for providing service to the property shall become null and void upon the City's denial of the Planned Unit Development Application or the Petitioner's failure to comply with the conditions contained in this resolution and imposed by the City Council's PUD approval resolution.

Introduced at a regular meeting of the City Council on _____, 2021,
by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day
of _____, 2021

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

File Attachments for Item:

5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Rossman Masonry LLC For Repairs To City Hall.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH ROSSMAN MASONRY LLC FOR
REPAIRS TO CITY HALL.**

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

Section 1: Approval. The Independent Contractor Service Contract (“Contract”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City’s behalf.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this ____th day of _____2021.

APPROVED by the Mayor this ____th day of _____2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 13th day of July, 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Rossman Masonry, LLC., a contractor licensed to conduct business in the State of Montana, whose address is 2106 Patricia Lane, Billings, Montana 59102, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated February 28, 2021, attached hereto as Exhibit "A" and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit "A".

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor thirteen thousand dollars and no cents (\$13,000.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY'S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall 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, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is

interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. 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 Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third-party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 13th DAY OF JULY 2021.

CITY OF LAUREL

CONTRACTOR

Thomas C. Nelson, Mayor

Ace Electric, Inc.

ATTEST:

Employer Identification Number

Bethany Langve, Clerk/Treasurer



Rossman Masonry, LLC

2106 Patricia Lane | Billings, Montana 59102
406-272-9200 | rossmanmasonry@gmail.com | www.rossmanmasonry.com

RECIPIENT:

Kurt Markegard

115 West 1st Street
Laurel, Montana 59044

Estimate #14

Sent on Feb 28, 2021

Total \$5,500.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Brick Wainscot	Brick Wainscot on West side of Laurel City Hall. Brick to be best match for existing brickwork. The brick is to be laid up to the bottom of the windows with a rowlock sill at the top. Angle Iron will be bolted to the foundation to bear the weight. Flashing and weeps will also be used based on this specific application. All material and labor is included.	1	\$5,500.00	\$5,500.00*

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Jobs are scheduled at the time of the accepted estimate.

Total \$5,500.00



Rossman Masonry, LLC

2106 Patricia Lane | Billings, Montana 59102
406-272-9200 | rossmanmasonry@gmail.com | www.rossmanmasonry.com

RECIPIENT:

Kurt Markegard

115 West 1st Street
Laurel, Montana 59044

Estimate #15

Sent on Feb 28, 2021

Total \$1,500.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Brick Infill	Fill below windows on South side of building where current framing is on the east end of the building. Brick is to be the closest match to existing. Angle Iron, flashing and weeps will be used and provided by Rossman Masonry. All labor and material will be included.	1	\$1,500.00	\$1,500.00*

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Jobs are scheduled at the time of the accepted estimate.

Total **\$1,500.00**



Rossman Masonry, LLC

2106 Patricia Lane | Billings, Montana 59102
406-272-9200 | rossmanmasonry@gmail.com | www.rossmanmasonry.com

RECIPIENT:

Kurt Markegard

115 West 1st Street
Laurel, Montana 59044

Estimate #13

Sent on Feb 28, 2021

Total \$6,000.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Brick Wainscot	Brick Wainscot on South side of Laurel City Hall. Brick to be best match for existing brickwork. The brick is to be laid up to the bottom of the windows with a rowlock sill at the top. Angle Iron will be bolted to the foundation to bear the weight. Flashing and weeps will also be used based on this specific application. All material and labor is included.	1	\$6,000.00	\$6,000.00*

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Jobs are scheduled at the time of the accepted estimate.

Total **\$6,000.00**

File Attachments for Item:

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Ace Electric, Inc. For Electrical Work At The City's Sewer Plant.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH ACE ELECTRIC, INC. FOR ELECTRICAL WORK AT
THE CITY'S SEWER PLANT.**

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

Section 1: Approval. The Independent Contractor Service Contract ("Contract") recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City's behalf.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this ____th day of _____2021.

APPROVED by the Mayor this ____th day of _____2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 21st day of June, 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Ace Electric, Inc., a contractor licensed to conduct business in the State of Montana, whose address is 808 West Main Street (P.O. Box 520), Laurel, Montana 59044, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated June 17, 2021, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor six thousand one hundred twenty dollars and no cents (\$6,120.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall 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, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is

interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. 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 Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third-party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 13th DAY OF JULY 2021.

CITY OF LAUREL

CONTRACTOR

Thomas C. Nelson, Mayor

Ace Electric, Inc.

ATTEST:

Employer Identification Number

Bethany Langve, Clerk/Treasurer

To: Laurel Sewer Plant
Attention: Thomas
Reference: Lighting
Date 6/23/2021
Proposal#: 5397

TOTAL PROPOSED PRICE:\$

1. THIS PROPOSAL IS FIRM FOR 30 DAYS
2. INSTALLATION IS GUARANTEED FOR ONE YEAR

Add LED wall pack on Headwork Building \$800.00

Labor \$600.00 Fixture \$200.00

Install owner supplied pole with 2 LED Flood light by SBR basins, Screw-in foundation, trenching
\$3400.00

Labor 2400.00 fixtures 1000.00

If concrete base is required add \$820.00

Pull 16-20S to SBR using exiting conduit use spare existing wire for 120v circuit \$ 1100.00

Ace Electric Dwight Fischer

406-628-8886

PO Box 520, 808 West Main Street

Laurel, MT 59044

File Attachments for Item:

7. Resolution - A Resolution Of The City Council Selecting COP Construction, LLC as The Successful Bidder For The City's Purchase Of A Screw Pump For The City's Waste Water Treatment Plant.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL SELECTING COP CONSTRUCTION, LLC AS THE SUCCESSFUL BIDDER FOR THE CITY'S PURCHASE OF A SCREW PUMP FOR THE CITY'S WASTE WATER TREATMENT PLANT.

WHEREAS, the City of Laurel planned to purchase new equipment, specifically a screw pump for use at the City's Wastewater Treatment Plant, and such purchase was publicly advertised for competitive bids from interested and qualified bidders; and

WHEREAS, City Staff reviewed and considered the bids received and recommends the City Council award the bid to the qualified and responsive bid that appears to be in the City's best interest; and

WHEREAS, COP Construction, LLC submitted a bid of \$169,961.00 for the screw pump that meets the City's specifications. City Staff determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the bid to COP Construction LLC for its bid price of \$169,961.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution for the equipment purchase.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2021

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



July 2, 2021

Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59044

Re: Wastewater Treatment Plant Screw Pump B Replacement – Recommendation of Award

Dear Kurt:

Bids for the Wastewater Treatment Plant Screw Pump B Replacement project were received July 1, 2021. Two bids were opened and read aloud, with bid amounts being \$169,961.00 and \$173,000.00. The bids were checked for mathematical accuracy and no discrepancies were found. All bidders were on the prequalification list.

The lowest bidder is Cop Construction LLC. We recommend the contract be awarded to Cop Construction LLC for the amount of \$169,961.00. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Cop Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact Doug Whitney at (406) 861-7853.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Matt Smith', written over a light blue horizontal line.

Matt Smith, PE
Project Engineer

Enclosure(s): Notice of Award
Certified Bid Tabulation

Project #: 2004-01359
cc: File

Notice of Award

Date: _____

Project: Wastewater Treatment Plant Screw Pump B Replacement

Owner: City of Laurel

Owner's Contract No.: N/A

Contract: Base Bid

Engineer's Project No.:

Bidder: COP Construction LLC

Bidder's Address: 242 S. 64th Street West

Billings, MT 59106

You are notified that your Bid dated July 1, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Wastewater Treatment Plant Screw Pump B Replacement.

The Contract Price of your Contract is One Hundred Sixty-Nine Thousand Nine Hundred Sixty-One, and Zero Cents (\$169,961.00).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

TABULATION OF BIDS

Wastewater Treatment Plant Screw Pump B Replacement

CITY OF LAUREL, MONTANA

July 2, 2021



	COP Construction LLC	Star Service, Inc.
	Total Price	Total Price
Base Bid Lump Sum Price	\$ 169,961.00	\$ 173,000.00
Total of Base Bid	\$ 169,961.00	\$ 173,000.00

This represents a true tabulation of bids opened and read on July 1, 2021.



Matt Smith, PE

Project Manager

Date: July 2, 2021

File Attachments for Item:

8. Resolution - A Resolution Of The City Council Selecting Osseo Construction Co., LLC As The Successful Bidder For The City's Water Tank Recoat Project.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL SELECTING OSSEO CONSTRUCTION CO., LLC
AS THE SUCCESSFUL BIDDER FOR THE CITY'S WATER TANK RECOAT PROJECT.**

WHEREAS, the City of Laurel planned to recoat its water tank as part of its routine maintenance, and such project was publicly advertised for competitive bids from interested and qualified bidders; and

WHEREAS, City Staff reviewed and considered the bids received and recommends the City Council award the bid to the qualified and responsive bid that appears to be in the City's best interest; and

WHEREAS, Osseo Construction Co. LLC submitted a bid of \$162,460.00 to complete the project on the City's behalf. City Staff determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the bid to Osseo Construction Co., LLC for its bid price of \$162,460.00. The Mayor and City Clerk are authorized to sign all necessary documents, agreements or contracts on the City's behalf consistent with this resolution for completion of the project.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2021

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



July 2, 2021

Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59044

Re: Laurel Water Storage Tank Roof Recoat – Recommendation of Award

Dear Kurt:

Bids for the Laurel Water Storage Tank Roof Recoat project were received July 1, 2021. Four bids were opened and read aloud, with bid amounts being \$162,460.00, \$186,200.00, \$274,790.00 and \$296,000.00. The bids were checked for mathematical accuracy and no discrepancies were found. One irregularity with the Bid Opening was that Osseo Constructions Co. LLC bid was misplaced until July 2, 2021 when it was opened and read. FedEx tracking information showed that the bid arrived at the City of Laurel on June 29, 2021 at 1:47 pm, which makes it a valid bid. All bidders were on the prequalification's list.

The lowest bidder is Osseo construction Co. LLC. We recommend the contract be awarded to Osseo construction Co. LLC for the amount of \$162,460.00. Enclosed is the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Cop Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact Doug Whitney at (406) 861-7853 or doug.whitney@kljeng.com.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Matt Smith', with a long horizontal line extending to the right.

Matt Smith, PE
Area Manager

Enclosure(s): Notice of Award
Certified Bid Tabulation

Project #: 1904-01843
cc: File

Notice of Award

Date: _____

Project: Laurel Water Storage Tank Roof Recoat

Owner: City of Laurel

Owner's Contract No.: N/A

Contract: Base Bid

Engineer's Project No.:

Bidder: The Osseo Construction Co. LLC

Bidder's Address: 14248 10th St.

Osseco, WI 54758

You are notified that your Bid dated June 28, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Laurel Water Storage Tank Roof Recoat.

The Contract Price of your Contract is One Hundred Sixty-two Thousand Four Hundred Sixty dollars and Zero Cents (\$162,460.00).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

TABULATION OF BIDS

Laurel Water Storage Tank Roof Recoat

CITY OF LAUREL, MONTANA

July 2, 2021



	Farr Construction Corporation	Thomas Industrial Coatings		TMI Coating, Inc		Osseo Construction Co. LLC	
	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Base Bid Lump Sum Price	\$ 186,200.00	\$ 274,790.00	\$ 296,000.00	\$ 162,460.00			
Total of Base Bid	\$ 186,200.00	\$ 274,790.00	\$ 296,000.00	\$ 162,460.00			

This represents a true tabulation of bids opened and read on July 1, 2021 and July 2, 2021

Matt Smith, PE

Area Manager

Date: July 2, 2021

File Attachments for Item:

14. Draft Council Agenda for July 13, 2021.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JULY 13, 2021
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R18-XX

NEXT ORD. NO.
O18-XX

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of June 22, 2021.

Correspondence

2. Fire Monthly Report - June 2021
3. Ambulance Monthly Report - June 2021
4. Police Monthly Report - June 2021
5. Building Department Monthly Report - June 2021

Council Disclosure of Ex Parte Communications

Public Hearing

6. Bitterroot Grove

Consent Items

NOTICE TO THE PUBLIC

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

7. Claims entered through July 9, 2021.
8. Approval of Payroll Register for PPE 6/27/2021 totaling \$230,129.97.
9. Council Workshop Minutes of June 15, 2021.
10. Council Workshop Minutes of July 6, 2021.

Ceremonial Calendar

Reports of Boards and Commissions

11. Public Works Committee Minutes of May 17, 2021.

12. Budget/Finance Committee Minutes of June 22, 2021.
13. City/County Planning Board Minutes of December 16, 2020.
14. City/County Planning Board Minutes of May 19, 2021.
15. Laurel Urban Renewal Agency Minutes of June 21, 2021.
16. Laurel Urban Renewal Agency Minutes of June 28, 2021.

Audience Participation (Three-Minute Limit)

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

Scheduled Matters

17. Resolution - A Resolution Of The City Council Selecting Midwest Fire As The Successful Bidder For The City's Purchase Of A Brush Truck.
18. Resolution - A Resolution Of The City Council Authorizing The Award Of Grants From The Tax Increment Financing District Funds Pursuant To The Lura Large Grant Request Program For Eligible Applicants And Improvements.
19. Resolution - Resolution Approving The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel.
20. Resolution - Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.
21. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Rossman Masonry LLC For Repairs To City Hall.
22. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Ace Electric, Inc. For Electrical Work At The City's Sewer Plant.
23. Resolution - A Resolution Of The City Council Selecting COP Construction, LLLC as The Successful Bidder For The City's Purchase Of A Screw Pump For The City's Waste Water Treatment Plant.
24. Resolution - A Resolution Of The City Council Selecting Osseo Construction Co., LLC As The Successful Bidder For The City's Water Tank Recoat Project.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

DATES TO REMEMBER

File Attachments for Item:

15. Employee Recognition

Employee/Volunteer Recognition 2021 (July to December)

Name	Years of Service	Department
Geralyn Stevens	Library	31
David Saylor	City Shop	31
Nancy Schmidt	Librarian	26
Susan Canape	Police	26
Travis Pitts	Police	25
Sheryl Phillips	Court	24
Joel Sauter	Police	24
Fran Schweigert	City Shop	23
Nathan Herman	WTP	21
Monica Salo	Court	20
H.P. Nuernberger	WTP	19
John Herr	Fire	14
JW Hopper	Fire	14
Jessica McCartney	Police	14
Kevin Budge	City Shop	14
Dave Waggoner	WTP	14
Matt Wheeler	Public Works	12
Mike Furman Jr.	Library	12
Zach Winchell	Fire	11
Wendy Wong	Ambulance	11
Jeremiah Johnson	Police	10
Calvin Lovshin	Custodian	9
Sam Painter	Attorney	9
Justin Baker	City Shop	9
KC Wayne Bieber	Fire	9
Hugo Hernandez	Fire	9
Fred Lyons	Library	8
Dylan Ceaser	WTP	8
Michael Jenkins	Fire	8
Jay Hatton	City Shop	8
Thomas Henry	WWTP	7
Jon DeRudder	Fire	7
Norm Stamper	City Shop	5
Kevin Hoffman	City Shop	5
Joshua Sawyer	WTP	5
Corey Nicholson	WWTP	5
Bethany Langve	City Clerk	5
Keith Guy	City Shop	5
Elliott Grayson	Ambulance	4
Brittney Moorman	City Clerk	4
Amber Hatton	City Clerk	4

Employee/Volunteer Recognition 2021 (July to December)

Chase Rasmussen	Police	4
Mandi Crable	Ambulance	3
Steven Baumgartner	Police	3
Levi Jones	Fire	3
Justin Romero	Fire	3
Jackson Booth	Police	3
Jamie Swecker	Fire	3
Jayson Nicholson	Ambulance	2
Justin Romero	Ambulance	2
Julie Hust	Police	2
Brandon Gonzalez	City Shop	2
Amber Beck	Ambulance	1
John Bartram	Fire	1
Lance Dollarhide	Ambulance	1
Courtney Hallock	Ambulance	1
Lyndy Gurchiek	Ambulance	1
David Brunz	Fire	1
Colton McCleary	Ambulance	1
Clint Willis	Fire	1
Levi Dostal	Fire	1
Lyndy Gurchiek	Ambulance	1