



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JUNE 10, 2025
6:30 PM
COUNCIL CHAMBERS**

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of May 27, 2025.

Correspondence

2. Police Monthly Report - May 2025
3. Jon Klasna Reappointment to City/County Planning Board.
4. MDT Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

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

5. Claims entered through June 6, 2024.
6. Approval of Payroll Register for PPE 5/25/2025 totaling \$246,031.52.
7. Clerk/Treasurer Financial Statements May 2025
8. Council Workshop Minutes of May 6, 2025.
9. Council Workshop Minutes of May 20, 2025.

Ceremonial Calendar

Reports of Boards and Commissions

10. Budget/Finance Committee Minutes of May 27, 2025.

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

- [11.](#) Resolution No. R25-34: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 5.
- [12.](#) Resolution No. R25-35: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Yellowstone Boys And Girls Ranch.
- [13.](#) Resolution No. R25-36: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Services Area.
- [14.](#) Resolution No. R25-37: Resolution Of Intent To Extend The City Boundaries Of The City Of Laurel By Annexing A Parcel Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.
- [15.](#) Resolution No. R25-38: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Redline Services.
- [16.](#) Resolution No. R25-39: Resolution Of City Council Approving The Late-Comer's And Development Agreement By And Between Love's Travel Stops & Country Stores And The City Of Laurel.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

File Attachments for Item:

1. Approval of Minutes of May 27, 2025.

MINUTES OF THE CITY COUNCIL OF LAUREL

May 27, 2025

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:33 p.m. on May 27, 2025.

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

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Brittney Harakal, Administrative Assistant
Jerrad Anglin, Interim Police Chief
Jackson Booth, Police Sergeant
Ryland
JW Hopper, Fire Chief
Jean Kerr, City Judge
Michele Braukmann, Civil City Attorney

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

MINUTES:

Motion by Council Member Wilke to approve the minutes of the regular meeting of May 13, 2025, as presented, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

CORRESPONDENCE:

- Reappointment of Ron Benner to the City/County Planning Board
- Montana Leagues of Cities and Towns Annual Conference Correspondence

COUNCIL DISCLOSURE OF EX-PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through May 23, 2025.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of April 2025.**
- **Approval of Payroll Register for PPE 5/16/2025 totaling \$250,726.52.**

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

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

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of May 13, 2025.
- Emergency Services Committee Minutes of April 28, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Kristofer Schaff to the Laurel Police Department.**

Motion by Council Member Mize to approve the Mayor's appointment of Kristofer Schaff to the Laurel Police Department, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

Judge Kerr swore in Mr. Schaff. Mr. Schaff completed the Code of Ethics with Interim Police Chief Anglin.

- **Resolution No. R25-31: A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order No. 2 With Triple Tree Engineering, Inc.**

Motion by Council Member Sparks to approve Resolution No. R25-31, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

- **Resolution No. R25-32: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 8.**

Motion by Council Member Canape to approve Resolution No. R25-32, seconded by Council Member Wilke. There was no public comment.

Council questioned if there were no changes in the fee to this contract. It was clarified that this year, the Fire Chief did not increase the fee as they are looking to combine multiple districts. Also, in the last two years, there were 10% and 25% increases, respectively. The contract is only for one year and allows for an increase again next year.

It was questioned if there was a formula used to calculate the amount charged to a district. It was clarified that they use the amount of calls and fuel costs from the previous year.

Some Council Members noted they would like to see an increase this year to keep up with the increased costs.

A vote was taken on the motion. Council Members Banks, Wilke, Mackay, Wheeler, Mize, and Canape vote aye. Council Members Sparks and Klose voted no. Motion carried 6-2.

- **Resolution No. R25-33: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Independent Inspection Service.**

Motion by Council Member Mackay to approve Resolution No. R25-33, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council members present voted aye. Motion carried 8-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION: None.

MAYOR UPDATES: None.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

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

DRAFT

There being no further business to come before the Council at this time, the meeting was adjourned at 7:00 p.m.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 10th day of June 2025.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

File Attachments for Item:

2. Police Monthly Report - May 2025



Laurel Police Department

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

Total Calls

Printed on June 2, 2025

[CFS Date/Time] is between '2025-05-01 00:00:00' and '2025-05-31 23:59:59' and

[Primary Incident Code->Code : Description] All

Code : Description

Totals

10-15 : With Prisoner	0	0
: Abandoned Vehicle	27	27
: Agency Assist	62	62
: Alarm - Burglary	19	19
: Alarm - Fire	4	4
AMB : Ambulance	87	87
: Animal Complaint	8	8
: Area Check	2	2
: Assault	2	2
: Bad Checks	0	0
: Barking Dog	6	6
: Bomb Threat	0	0
: Burglary	0	0
: Child Abuse/Neglect	6	6
: Civil Complaint	20	20
: Code Enforcement Violation	36	36
: Community Integrated Health	3	3

Code : Description	Totals	
: Counterfeiting	0	0
: Criminal Mischief	6	6
: Criminal Trespass	36	36
: Cruelty to Animals	4	4
: Curfew Violation	9	9
: Discharge Firearm	1	1
: Disorderly Conduct	9	9
: Dog at Large	33	33
: Dog Bite	3	3
DUI : DUI Driver	7	7
: Duplicate Call	4	4
: Escape	0	0
: Family Disturbance	15	15
: Fight	3	3
FIRE : Fire or Smoke	14	14
: Fireworks	1	1
: Forgery	0	0
: Found Property	15	15
: Fraud	3	3
: Harassment	4	4
: Hit & Run	5	5

Code : Description		Totals	
:	ICAC	0	0
:	Identity Theft	1	1
:	Indecent Exposure	1	1
:	Insecure Premises	7	7
:	Intoxicated Pedestrian	3	3
:	Kidnapping	0	0
:	Littering	3	3
:	Loitering	5	5
:	Lost or Stray Animal	15	15
:	Lost Property	1	1
:	Mental Health	2	2
:	Missing Person	3	3
:	Noise Complaint	1	1
:	Open Container	0	0
:	Order of Protection Violation	3	3
:	Parking Complaint	13	13
:	Possession of Alcohol	0	0
:	Possession of Drugs	3	3
:	Possession of Tobacco	1	1
:	Privacy in Communications	2	2
:	Prowler	0	0

Code : Description	Totals	
: Public Assist	58	58
: Public Safety Complaint	12	12
: Public Works Call	11	11
: Report Not Needed	7	7
: Robbery	0	0
: Runaway Juvenile	5	5
: Sexual Assault	2	2
: Suicide	0	0
: Suicide - Attempt	1	1
: Suicide - Threat	2	2
: Suspicious Activity	69	69
: Suspicious Person	18	18
: Theft	39	39
: Threats	10	10
: Tow Call	4	4
: Traffic Accident	25	25
: Traffic Hazard	13	13
: Traffic Incident	27	27
: TRO Violation	1	1
: Truancy	0	0
T/S : Traffic Stop	81	81

Code : Description	Totals	
: Unattended Death	0	0
: Unknown - Converted	0	0
: Unlawful Transactions w/Minors	0	0
: Unlawful Use of Motor Vehicle	2	2
: Vicious Dog	6	6
: Warrant	12	12
: Welfare Check	20	20
Totals	943	943

File Attachments for Item:

3. Jon Klasna Reappointment to City/County Planning Board.

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

May 27, 2025

Mr. Jon Klasna
3900 Yard Office Rd
Laurel, MT 59044

RE: Re-appointment to Laurel City/County Planning


Dear Mr. Klasna,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above-named board. Your term by this appointment will be to June 30, 2027.

We wish to take this opportunity to thank you, in advance, for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


Mark Morse, Chair


Michael J. Waters, Member


John Ostlund, Member

BOCC/eg

c: Board File - Clerk & Recorder
Ms. Brittney Harakal, Po Box 10, Laurel, MT 59044

File Attachments for Item:

4. MDT Correspondence

May 30, 2025

LAUREL CITY COMMISSION
PO BOX 10
LAUREL MT 59044-0010

Subject: 2025–2029 Draft Statewide Transportation Improvement Program

Enclosed is a copy of the draft 2025–2029 Statewide Transportation Improvement Program (STIP), a list of transportation improvements planned for Montana during the next five years.

Please review the draft STIP and send us your comments, especially for projects in your area. If you send in your comments electronically, address them to paujohnson@mt.gov. The comment period runs through **June 15, 2025** - so be sure to submit any comments prior to that date, so we can consider them for the final document.

Once the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) approve the STIP document, we will send you a copy of the final version. If you have any questions or comments, feel free to call me at (800) 714-7296 or (406) 444-7259.

Thank you for your assistance,



Paul Johnson, Manager
Project Analysis
Rail, Transit and Planning Division

Enclosure

File Attachments for Item:

8. Council Workshop Minutes of May 6, 2025.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MAY 06, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on May 6, 2025.

COUNCIL MEMBERS PRESENT:

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

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
Kelly Strecker, Clerk/Treasurer
Michele Braukmann, Civil City Attorney

Public Input:

Jean Kerr, 1129 9th Avenue, asked for clarification on the wage for the Judge's wage. It was questioned how the wage would affect her if she chose to run for City Judge again.

It was clarified that the County Election Office was sent the wage matrix. The wage is set off on years of experience. So, a person with no years of experience will receive a wage of \$35,000 annually, while should who have years of experience will receive additional compensation.

Jean Kerr followed her comment by questioning the fairness of the matrix. Does it address the changes in the cost of living, etc? She also questioned what the pay is beyond the matrix and asked who she would need to speak with regarding her concerns.

It was clarified that she would need to speak with the CAO, Markegard.

General Items

1. Poppy Day Proclamation

There was no discussion on this item.

2. Municipal Summit 2025

Council Members are able to attend Municipal Summits. This year's Summit is in Red Lodges on July 10th. These are free and an excellent resource for Council Members. The Council Members who attended last year's Summit noted how beneficial they found attending.

Executive Review

2. **Public Works:** Resolution - A Resolution Of Intent To Increase The City Of Laurel's Water And Wastewater Rates And Charges To Become Effective On July 10, 2025, And Setting A Date And Time For A Public Rate Hearing.

When we sent out the notice this past fall, it was for a one-year increase. This public hearing will include the increases for the next five years so this does not have to come back to Council each year. The proposed rates follow the recommendations in the rate study.

Council Issues

3. Boards/Committees/Commissions Recommendation Process Discussion

Upon reviewing LMC, some issues need to be addressed for some Boards/Committees/Commissions. In 1999, there were many standing committees, and they were consolidated into four committees. However, LMC does not give any parameters on what these committees do, the number of members, the residency requirements, etc. When a Board/Committee/Commission wants to make a recommendation, do they recommend it to the Mayor or the Council? It was noted that the Mayor directs Staff. There is no framework for these four committees, and we need to establish that so they can be purposeful.

Council noted that some are called Boards, while others are called Commissions, and others are called Committees. What is the difference between each?

The Council noted that one member from each ward is on the Budget/Finance Committee.

Staff will meet with each of the Boards/Committees/Commissions to review their needs and make sure a framework exists.

This will be brought back for future discussion.

4. Document Center Training

Recently, Staff made a significant change to the website. You will see the Document Center listed at the bottom of the screen. See the attached overview of how to use the Document Center. Please note that Staff are still updating metadata; older documents will become available as that information is added.

Other Items

Attendance at Upcoming Council Meeting

Council Member Banks will not be in attendance at next week's meeting. All other Council Members will be in attendance.

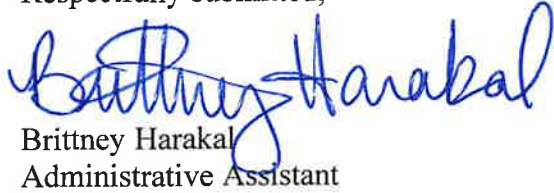
Announcements

A new QR code has been updated on the campground sign. It now directs people to the City's website.

This Saturday is a community clean-up day. Clean-up begins at 9 a.m.

The council workshop adjourned at 7:20 p.m.

Respectfully submitted,

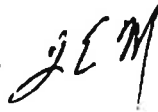
A handwritten signature in blue ink, reading "Brittney Harakal". The signature is fluid and cursive, with the first name "Brittney" and last name "Harakal" clearly distinguishable.

Brittney Harakal
Administrative Assistant

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

To: Public Works Committee

From Larry McCann, Public Works Director



Re: Meeting, dates time for 1999

As you know the City of Laurel is attempting to cut down on the number of monthly meetings. This is being done mostly for my benefit.

The Public Works Committee is not an official committee at this time. The City Attorney is working on ordinance revisions that would allow this. Presently we are meeting as a joint meeting of the following committees.

Parks
Street and Alley
Public Utilities

One of the issues from the past separate meetings was quality of minutes from each. The joint committee is held in the Council Chambers using the recording equipment. The City council secretary also attends these meeting.

We are also trying to operate from an agenda of items.

The goal is to have input into the activities of Public Works when needed. My personal goal is to raise the level of issues to the substantial needs of the Public Works department and its division's i.e., rate structures, programs and operational objectives.

The need is to keep the committee members involved. Toward this end minutes will be sent to all members.

ORDINANCE NO. 099-24

**AN ORDINANCE OF THE CITY OF LAUREL AMENDING
THE STANDING COMMITTEES OF THE CITY COUNCIL
AS APPOINTED BY THE MAYOR.**

IT IS HEREBY ORDAINED by the City Council for the City of Laurel, Montana, that the LAUREL MUNICIPAL CODE is hereby amended to read as follows:

Section 1: Section 2.08.240 shall be amended as set forth below:

2.08.240 Standing committees.

At the first regular meeting of the council, after the first Monday in January following a city election, the mayor shall appoint standing committees as follows:

- A. ~~Ambulance;~~
- B. ~~Budget/Finance;~~
- C. ~~Fire;~~
- D. ~~Insurance;~~
- E. ~~Investments;~~
- F. ~~Licenses~~
- G. ~~Parking and public building property;~~
- H. ~~Parks and recreation;~~
- I. ~~Police;~~
- J. ~~Public health and garbage;~~
- K. ~~Public utilities;~~
- L. ~~Safety;~~
- M. ~~Street and alley;~~

- A. Public Works
- B. Budget and Finance
- C. Emergency Services
- D. Human Relations

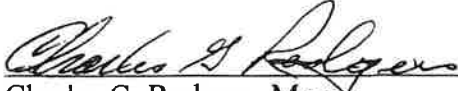
Each committee shall consist of not more than four (4) councilpersons and such other private individuals as the Mayor shall appoint. All appointments shall be approved by a majority of the Council.

Section 2: This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.


Introduced and passed on first reading at a regular meeting of the City Council on
May 4, 1999, by Alderman Johnson.

PASSED and ADOPTED by the Laurel City Council on second reading this 18th day
of May, 1999, upon motion of Alderman Orr.


APPROVED BY THE MAYOR this 18th day of May, 1999.


Charles G. Rodgers, Mayor

ATTESTED:


Mary K. Embleton, City Clerk-Treasurer

APPROVED AS TO FORM:

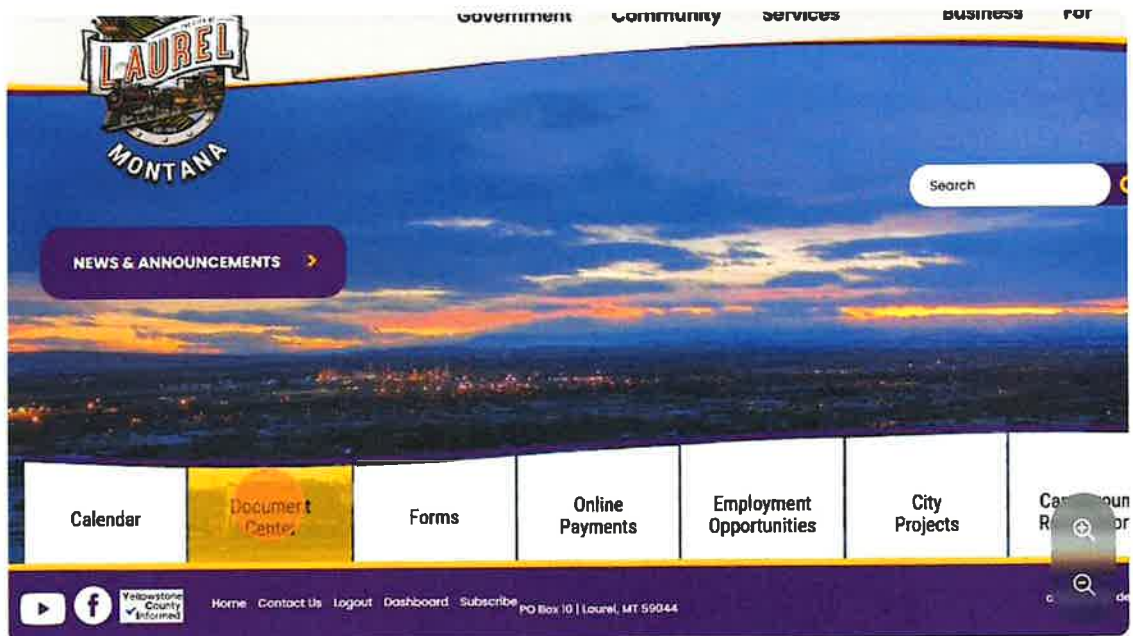

V. Joe Leckie, City Attorney

Navigate to <https://cityoflaurelmontana.com/>

Guide Me



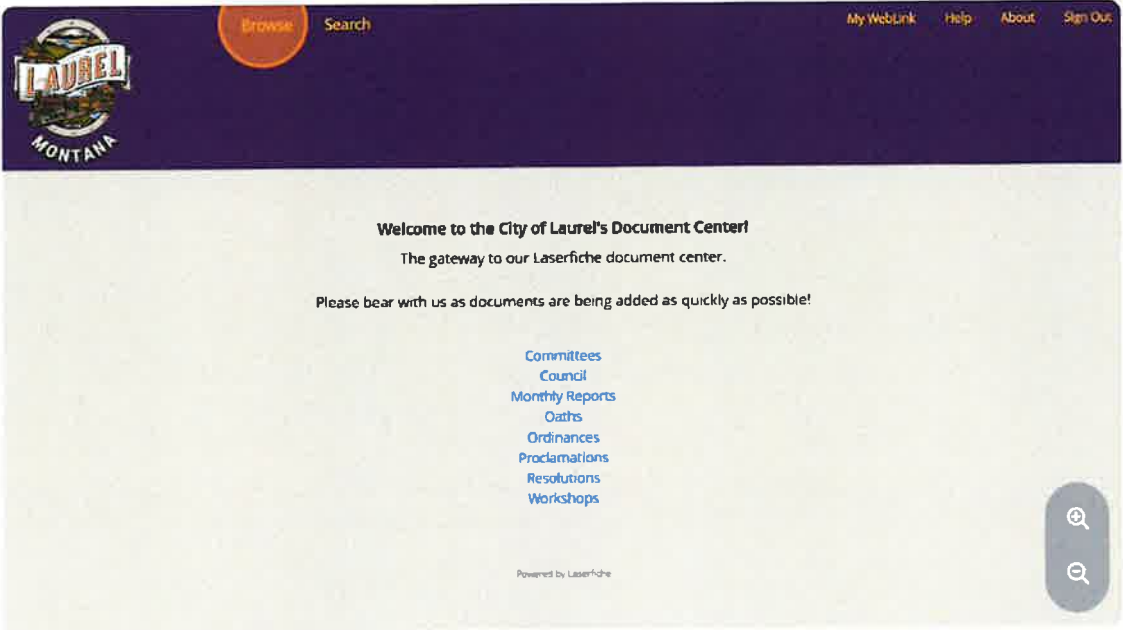
2 Click "Document Center"



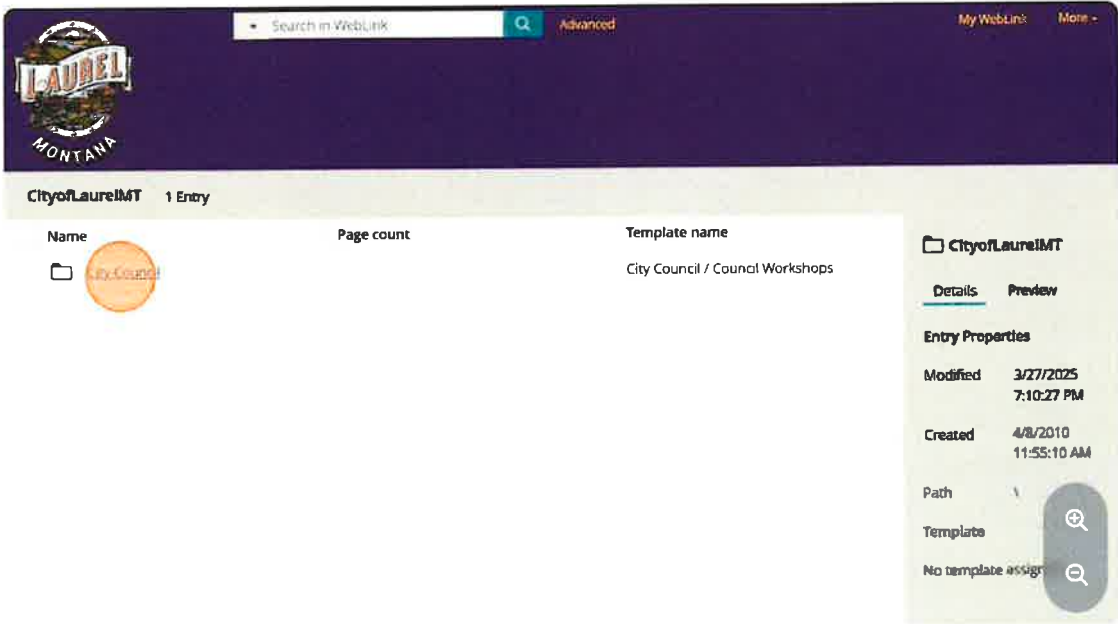
Using the "Browse" Feature

Click "Browse"

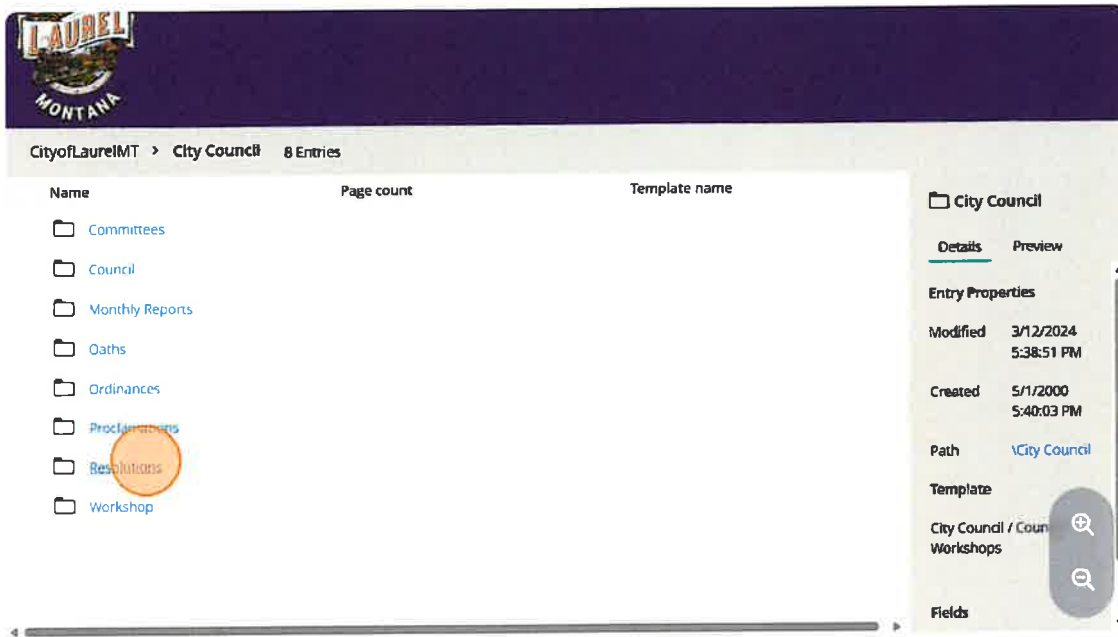
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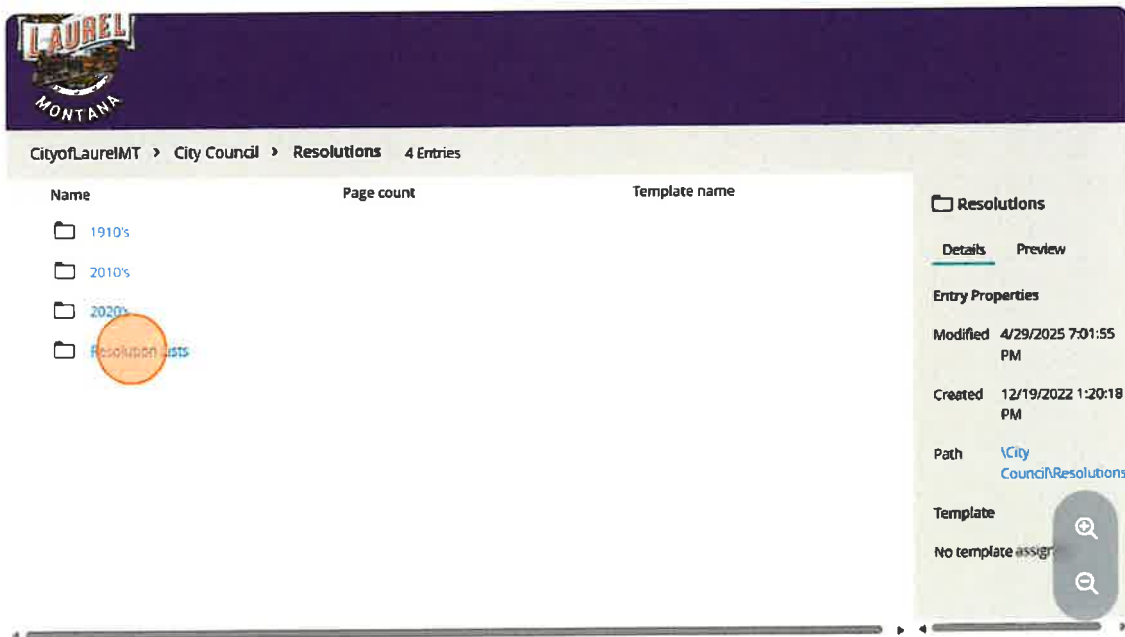
4 Click "City Council"



5 Click the folder you are looking for. In this example, "Resolutions"



6 Example: Click "Resolution Lists"



7 Example: Click "2023 Resolutions"

City of Laurel MT > City Council > Resolutions > Resolution Lists 31 Entries

Name	Page count	Template name
2010 Resolutions	10	Resolutions
2017 Resolutions	6	Resolutions
2018 Resolutions	5	Resolutions
2019 Resolutions	6	Resolutions
2020 Resolutions	5	Resolutions
2021 Resolutions	5	Resolutions
2022 Resolutions	4	Resolutions
2023 Resolutions	4	Resolutions
2024 Resolutions	2	Resolutions
2025 Resolutions	2	Resolutions
Resolutions 2474 - 2571	3	Resolutions

Resolution Lists

Details Preview

Entry Properties

Modified 1/8/2025 11:36:53 AM

Created 12/18/2002 8:45:07 PM

Path \City Council\Resolutions Lists

Template

No template assigned



You can click the path to navigate to a previous page.

8 Example: Click "Resolutions"

Search in WebLink Advanced My WebLink More -

City of Laurel MT > City Council > Resolutions > Resolution Lists 31 Entries

Name	Page count	Template name
1994 Resolutions	3	Resolutions
1997 Resolutions	4	Resolutions
1998 Resolutions	5	Resolutions
1999 Resolutions	5	Resolutions
2000 Resolutions	6	Resolutions
2001 Resolutions	6	Resolutions
2002 Resolutions	6	Resolutions
2003 Resolutions	9	Resolutions
2004 Resolutions	10	Resolutions
2005 Resolutions	9	Resolutions

Resolution Lists

Details Preview

Entry Properties

Modified 1/8/2025 11:36:53 AM

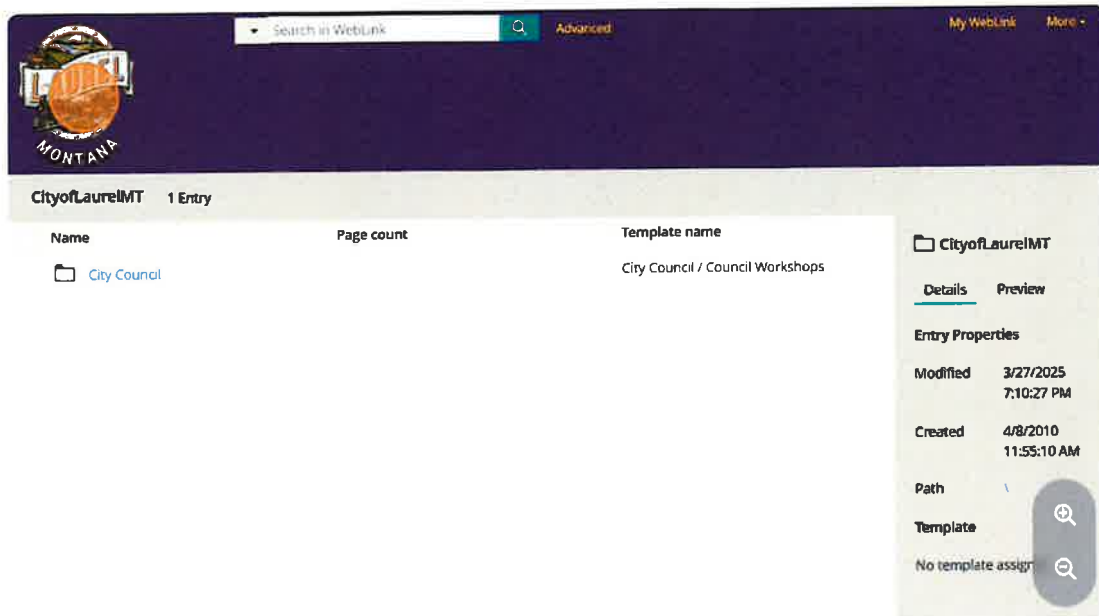
Created 12/18/2002 8:45:07 PM

Path \City Council\Resolutions Lists

Template

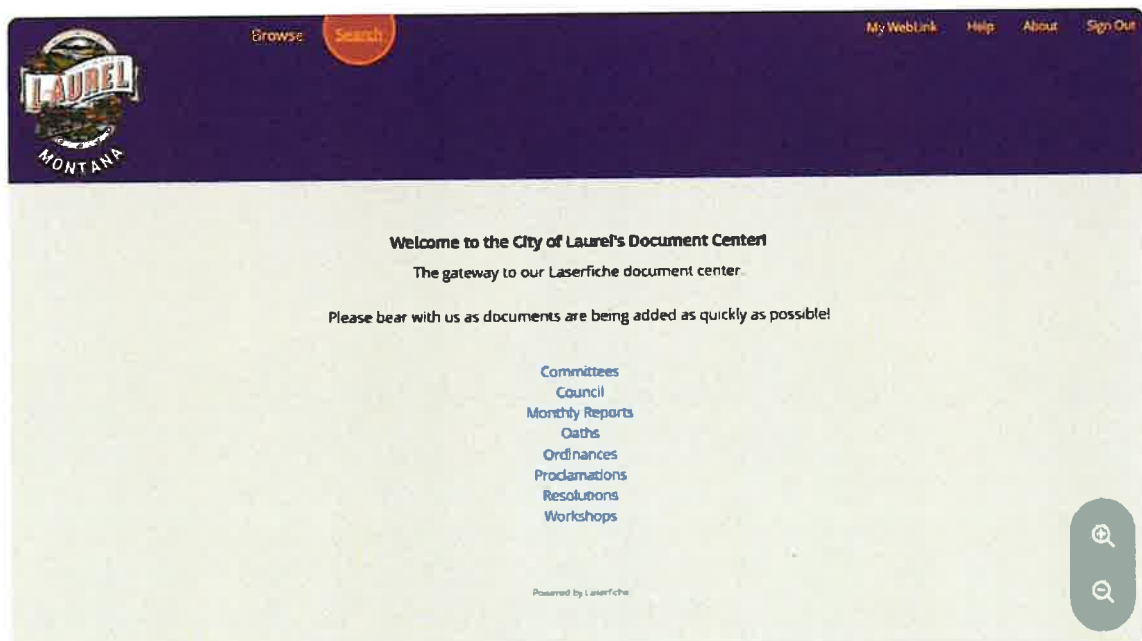
No template assigned

- 9 Click the City Logo to return to the homepage.

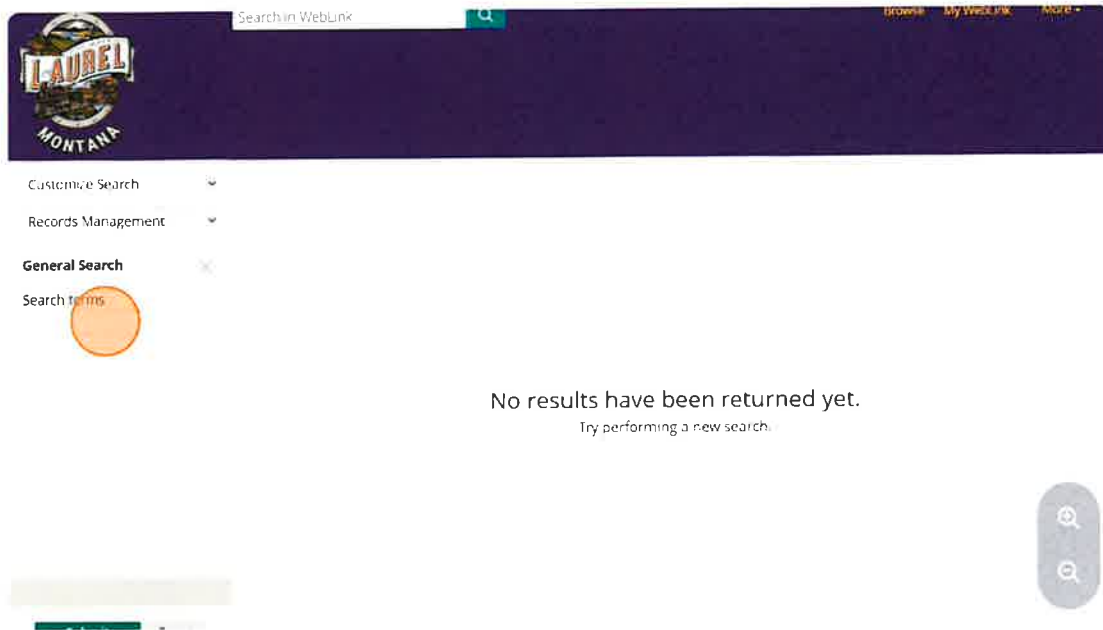


Using the "Search" Feature

- 10 Click "Search"



- 11 Click the "Search terms" field.



- 12 Type in the search term. Example: "loan"



Search Tip: Use specific and unique search terms to improve your results. For example, a common term like "Laurel" will yield numerous results, making it harder to find what you're looking for. Additionally, using a single, focused keyword can often lead to simpler and more efficient searches when looking for documents.

13 Click "Submit"

LAUREL MONTANA

Customize Search

Records Management

General Search

Search terms

loan

Submit

Reset

No results have been returned yet.
Try performing a new search.

14 Scroll through the results and click on the document you are trying to locate. In this example, click "Resolution No. R22-69"

LAUREL MONTANA

Search in WebLink

Browse My WebLink More

Customize Search

Records Management

General Search

Search terms

loan

Sort results by: Relevance

Results: 1 - 20 of 1034

Resolution No. R22-69

Resolution No. R22-69

Page count: 13

Template name: Resolutions

OR TO EXECUTE ALL LOAN DOCUMENTS BY AND B TWELVE MONTANA BOARD OF INVESTMENTS...

Cents (\$300,000) loan to the City of Laurel to finance (garbage truck. On ...

oved pursuant to a loan agreement by and City of Laurel. Authority to execu ...

ity to execute all loan and stments Intercep and the City of on the 8th day ...

on of Garbage Truck Loan Documents Michele L. Braukmann, Civil City Attorney ...

Fields

Action Being Completed: Loan

Comment:

Date of Public Hearing:

Date Voted on by Council: 11/8/2022

List Year: 2022

Document Relationships



Related documents are linked and displayed at the bottom of the right pane, allowing for quick and efficient navigation between them.

- 15 Scroll down on the right pane and locate the "Document Relationship" section. For this example, click "City Council Minutes 11.08.2022"

The screenshot displays the City of Laurel Montana website. The navigation bar at the top shows the path: CityofLaurelMT > City Council > Resolutions > 2020's > 2022 > Resolution No. R22-69. The main content area features a document viewer with a sidebar on the left showing a list of documents (1, 2, 3). The central pane displays the text of Resolution No. R22-69, which authorizes the Mayor to execute all loan documents by and between Montana Board of Investments Intercoop and the City of Laurel for the purchase of a garbage truck. The right-hand pane contains a 'Details' section with the following information:

Details	
Voted on by Council	
Public Hearing Required	No
Action Being Completed	Loan
Pass/Fail	Pass
List Year	2022

Below the details section is a 'Document Relationship' section, which includes a link to 'City Council Minutes (Resolution/Ordinance)'. A magnifying glass icon is visible over this link.

- 16 Scroll down on the right pane and locate the "Document Relationship" section. For this example, you can see many documents to navigate to.

Click "City Council Packet 11.08.2022"

CityofLaurelMT > City Council > Council > 2020's > 2022 > Council Minutes > City Council Minutes 11.08.2022

MINUTES OF THE CITY COUNCIL OF LAUREL

NOVEMBER 8, 2022

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on November 8, 2022.

COUNCIL MEMBERS PRESENT:

Emelle Eaton	Heidi Sparks
Michelle Mize	Richard Herr
Casey Wheeler	Irv Wilke
Richard Klose	Bill Mountsier

COUNCIL MEMBERS ABSENT: None

OTHER STAFF PRESENT: Michele Braukmann, Civil City Attorney
Kelly Strecker, Clerk/Treasurer
Britney Moorman, Administrative Assistant

Document Relationships

- City Council Packet 11.08.2022 (Minutes-to-Packet)
- Council Workshop Minutes 1 (Minutes-to-Minutes)
- Ordinance No. 022-06 (Minutes)
- Resolution No. R22-68 (Minutes)
- Resolution No. R22-69 (Minutes)
- Resolution No. R22-70 (Minutes)

- 17 Click the City's Logo to return to the homepage.

CityofLaurelMT > City Council > Council > 2020's > 2022 > Council Packet > City Council Packet 11.08.2022

AGENDA CITY OF LAUREL CITY COUNCIL MEETING TUESDAY, NOVEMBER 8, 2022 6:30 PM COUNCIL CHAMBERS

PREAMBLE The regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Dave Waggoner at 6:30 p.m. on November 8, 2022. The City Council is pleased to have the following items on the agenda for tonight's meeting. The City Council is pleased to have the following items on the agenda for tonight's meeting. The City Council is pleased to have the following items on the agenda for tonight's meeting.

Pledge of Allegiance

Call to Order of the Council

Approval of Minutes

Approval of Minutes of November 8, 2022

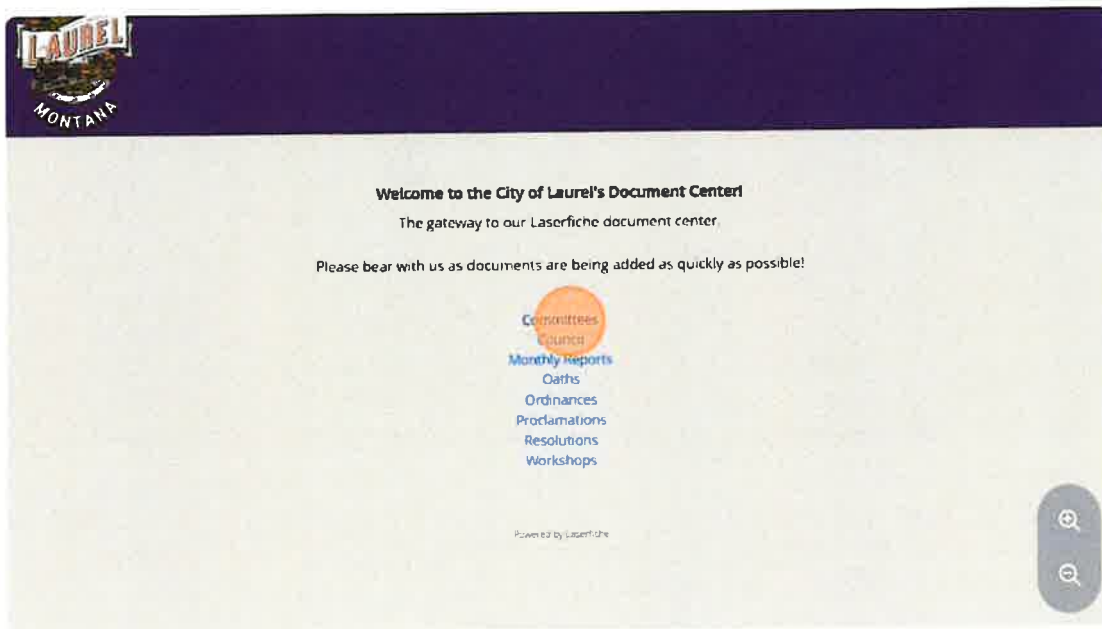
Correspondence

Document Relationships

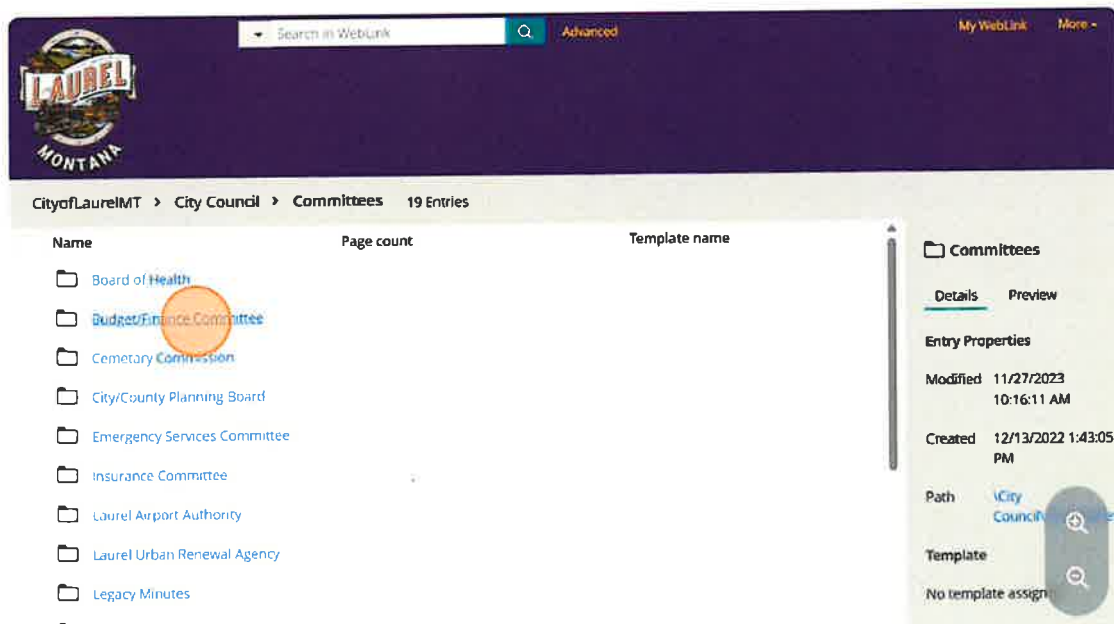
- City Council Packet 11.08.2022 (Packet-to-Minutes)
- Council Workshop Minutes 1 (Minutes-to-Minutes)
- Ordinance No. 022-06 (Minutes)
- Resolution No. R22-68 (Minutes)
- Resolution No. R22-69 (Minutes)
- Resolution No. R22-70 (Minutes)

Navigating from the Quick Reference Links

18 Click "Committees"



19 Select the folder you would like to view.





Staff are currently in the process of adding the necessary metadata to the Resolutions and Ordinances folders. We appreciate your patience as we work to complete this update.

File Attachments for Item:

9. Council Workshop Minutes of May 20, 2025.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MAY 20, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:30 pm on May 20, 2025.

COUNCIL MEMBERS PRESENT:

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

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
Kelly Strecker, Clerk/Treasurer
Matt Wheeler, Public Works Director
Forrest Sanderson, LURA Coordinator
Stan Langve, Police Chief
Jerrad Anglin, Police Capitan
Nancy Schmidt, Library Director
Susan Canape, Dispatcher

Public Input:

There were none.

General Items

1. Appointment of Kristofer Schaff to the Laurel Police Department.

Captain Anglin, read the attached recommendation letter for the hiring of Kristofer Schaff.

Council noted a heavy educational background. It was questioned if he was ok with being a law enforcement officer? It was noted that one Avenue to become a law enforcement officer is to receive a college degree.

Executive Review

2. **Planning:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Amendment To Task Order No. 2 With Triple Tree Engineering, Inc.

This amendment is to add an additional curb and gutter to the project and address the water drainage issues in the alleyways in the one block to the east and west of 1st Avenue.

3. **Fire:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 8.

This is the annual Fire District contract. There is no increase this year.

3. **Public Works:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Independent Inspection Service.

This resolution is to perform tank cleaning for the main water tank. They will repair any identified issues. A few years ago, the outside of the tank was repaired. This is for the interior of the tank. It is needed to help keep the tank functional and is required every 10 years.

It was questioned if they could find bigger issues that we do not know about currently. It was clarified that this is always a possibility. The City currently has one tank and is working on building a new one; if any major issues are found that would be discussed further. Cleaning is scheduled to begin in September.

Council Issues

Council noted that there is no sidewalk from Nutting Park to the new Intermediate school on Alder. It was questioned if the City could look at putting in a sidewalk. It was clarified that the Mayor would have Staff look into options.

June 13th is the Firefighters Memorial annual run. There will be food trucks, a street dance, and other activities. On Saturday, there will be a memorial ceremony to add three names to the wall. There will be a lunch served afterward.

This Saturday, the American Legion will be meeting at 9 am to put flags at both cemeteries for Memorial Day.

Public Works will be posting a Maintenance Worker II position soon. A CDL is needed to apply for the position.

Other Items

4. Retirement of Stan Langve from the Laurel Police Department.

Mayor Waggoner announced the retirement of Stan Langve after 25 years of service. He announced the Interim Chief as Jerrad Anglin.

Chief Langve spoke briefly about his time with the City of Laurel.

CAO Markegard spoke regarding Chief Langve's time at the City and presented him with his retirement gift card.

Attendance at Upcoming Council Meeting

All Council Members in attendance will be at next week's meeting.

Announcements

There were no additional announcements.

The council workshop adjourned at 7:03 pm.

Respectfully submitted,



Brittney Harakal
Administrative Assistant

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



LAUREL POLICE DEPARTMENT

215 West 1st Street, Laurel, MT 59044 Phone: 406-628-8737 Email: slangve@laurel.mt.gov

Chief of Police Stanley J Langve

May 19, 2025

To: Mayor Dave Waggoner

Re: Patrol Officer Hiring

Dear Mr. Mayor,

I am writing to recommend the hiring of Kristofer Schaff for the position of Police Officer with the Laurel Police Department. He was selected from a hiring pool as part of the recruitment process that began in August 2024.

Kristofer brings a strong academic foundation to the role. He holds a bachelor's degree in Justice Administration and is currently pursuing a master's degree in Criminal Justice. His educational background demonstrates both commitment and a long-term investment in a career dedicated to public safety and service.

Throughout the recruitment process, Kristofer demonstrated professionalism, strong communication skills, and a sincere interest in community service. These qualities, combined with his educational background, position him well for success in the role of a police officer.

I believe that Kristofer has the potential to grow into a valuable asset to the department and the community. With the appropriate training and mentorship, he will be well-equipped to uphold the standards and responsibilities expected of our officers.

Given the above considerations, it is my recommendation and request that Kristofer Schaff be appointed as a Laurel Police Officer.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jarred Anglin", is written over a horizontal line.

Captain Jarred Anglin

File Attachments for Item:

10. Budget/Finance Committee Minutes of May 27, 2025.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, May 27, 2025**

Members' Present: Richard Klose, Heidi Sparks, Michelle Mize, Casey Wheeler

Others Present: Mayor Dave Waggoner, Kelly Strecker, Kelly Gauslow

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

Public Input: There was no public comment.

General Items –

1. Review and approve May 13, 2025, Budget and Finance Committee meeting minutes. Michelle Mize moved to approve the minutes of May 13, 2025. Heidi Sparks seconded the motion. With no objection, the minutes of May 13, 2025, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. There were none.
3. Review and recommend approval to Council; claims entered through May 23, 2025. Heidi Sparks moved to approve the claims and check register for claims entered through May 23, 2025. Casey Wheeler seconded the motion. With no objection, the claims and check register of May 23, 2025, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending May 16, 2025, totaling \$250,726.52. Heidi Sparks motioned to approve the payroll register for the pay period ending May 16, 2025, totaling \$250,726.52. Michelle Mize seconded the motion. With no objection, the payroll register for May 16, 2025, was approved. There was no public comment.
5. Review and approve April 2025 monthly financial statement. Heidi Sparks moved to approve the April 2025 monthly financial statement. Michelle Mize seconded the motion. With no objection, the April 2025 monthly financial statement was approved. There was no public comment.

New Business –Richard Klose briefly talked about the committee members for each board or committee that Kurt talked about at the last council meeting. Richard Klose thinks it is a good idea to have one council member per ward on each committee, as we do on the Budget Finance Committee.

Old Business – There was a brief discussion regarding the City Court financials and Riverside Park revenue.

Other Items –

1. Review Comp/OT reports for the pay period ending May 16, 2025.
2. Mayor Update – The mayor spoke briefly about the City of Miles City shutting down the splash park and the public swimming pool for this year due to lack of funding. He also stated that the Miles City police and fire departments may be affected as well.
3. Clerk/Treasurer Financial Update-Kelly stated that she continues to work on the budget. She gave a brief update on the funding of the new fire truck. We briefly discussed the fire district contracts. There were several questions that would be raised in the council meeting later that night for clarification.

Announcements –

1. The next Budget and Finance Committee meeting will be held on June 10, 2025, at 5:30 pm.
2. Casey Wheeler is scheduled to review the claims for the next meeting.

Meeting Adjourned at 6:25 p.m.

Respectfully submitted,



Kelly Strecker

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

File Attachments for Item:

11. Resolution No. R25-34: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Rural Fire District 5.

RESOLUTION NO. R25-34

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR
THE RURAL FIRE DISTRICT 5.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Rural Fire District 5 (“Fire District 5”), by and between the City of Laurel (hereinafter “the City”) and Fire District 5, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with Fire District 5 on behalf of the City.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



LAUREL FIRE

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

March 27, 2025

Fire District: 5
Attn: Mr. John Rutt

Dear Mr. Rutt,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire service contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer you a contract for 2025-26. This year, we are pleased to maintain and provide our highly effective fire services to you at 0% increase, thereby maintaining the annual payment at the current level.

The proposed payment would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2025-26	\$21,127.96	x	0	\$0.00	+	\$21,127.96	=	\$21,127.96

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by April 30, 2025:

Brittney Harakal
Council Administrative Assistant, P O Box 10
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts be finalized and ready, to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Thank you for your support. If there is anything we can do to help support Fire District 5, please don't hesitate to call us. Feel free to contact me with any questions or concerns.

J W Hopper
Fire Chief, Laurel Fire Department
jwhopper@laurel.mt.gov
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE RURAL FIRE DISTRICT 5**

THIS AGREEMENT is made and entered into this 1st day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Rural Fire District 5 (hereinafter “the Fire District”).

W I T N E S S E T H

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within the Fire District at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is the Fire District boundary description and map;

WHEREAS, the Fire District desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the Fire District at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City:

- a. fire protection and suppression;
- b. fire prevention; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within the Fire District, at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the Fire District and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the Fire District.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

The Fire District agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the Fire District as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the Fire District will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the Fire District.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of the Fire District.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$21,127.96.

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to the Fire District, which will include the number and type of incidents responded to within the Fire District by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

FIRE DISTRICT

Dave Waggoner, Mayor

By

 sec/treas

ATTEST:

Kelly Strecker, Clerk-Treasurer



Legend

Fire District 5

This document is intended for informational purposes only and is not guaranteed to be accurate nor current.

M:\Laurel\Fire.aprx

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File Attachments for Item:

12. Resolution No. R25-35: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Yellowstone Boys And Girls Ranch.

RESOLUTION NO. R25-35

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR
THE YELLOWSTONE BOYS AND GIRLS RANCH.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Yellowstone Boys and Girls Ranch (hereinafter “YBGR”), by and between the City of Laurel (hereinafter “the City”) and YBGR, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with YBRG on behalf of the City.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



LAUREL FIRE

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

March 27, 2025

Fire District: Yellowstone Boys & Girls Ranch

Dear Yellowstone Boys & Girls Ranch Chairperson,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire service contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer you a contract for 2025-26. This year, we are pleased to maintain and provide our highly effective fire services to you at 0% increase, thereby maintaining the annual payment at the current level.

The proposed payment would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2025-2026	\$13,640.94	x	0	\$0.00	+	\$13,640.94	=	\$13,640.94

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by April 30, 2025:

Brittney Harakal
Council Administrative Assistant, P O Box 10
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts be finalized and ready, to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Thank you for your support. If there is anything we can do to help support the Fire District of the Yellowstone Boys & Girls Ranch, please don't hesitate to call us. Feel free to contact me with any questions or concerns.

J W Hopper
Fire Chief, Laurel Fire Department
jwhopper@laurel.mt.gov
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE YELLOWSTONE BOYS AND GIRLS RANCH**

THIS AGREEMENT is made and entered into this 1st day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Yellowstone Boys and Girls Ranch (hereinafter “YBGR”).

W I T N E S S E T H

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within YBGR at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is YBGR’s boundary description and map;

WHEREAS, YBGR desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within YBGR at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City:

- a. fire protection and suppression;
- b. fire prevention; and
- c. fire investigations.

The City further agrees to provide grassland, rangeland, and timberland fire protection services to properties located within YBGR, at the same level as such services are provided to properties and residents within the limits of the Fire Districts served by the City.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in YBGR and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of YBGR.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized fire district and be independently responsible for determining the cause, origin, and circumstances of the same.

YBGR agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of YBGR as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of YBGR will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of YBGR.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted and signed by both the City's Mayor and an authorized official/agent of YBGR.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$13,640.94

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to YBGR, which will include the number and type of incidents responded to within YBGR by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

YELLOWSTONE BOYS AND GIRLS RANCH

Dave Waggoner, Mayor

By



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ATTEST:

Kelly Strecker, Clerk-Treasurer

EMERGENCY
RD DEWIT

ELDER GROVE LN

Yellowstone Boys and Girls Ranch

POWDERITE LN
SULLIVAN LN
2ND ST S
KRAFT LN
CENTER ST

Tax ID:
C15678

Tax ID:
D00195

Tax ID:
D00196

S 68TH ST W

RAIN LILY DR

DONNY DR

LACKMAN LN

HESPER RD

TOWER WAY
RESPECT LN

Tax ID:
D00704

Tax ID:
D00703

INTEGRITY LN
LEARNING LN
EXCELLENCE LN
RELATIONSHIP LN
RAY OF HOPE LN
YBGR LN
STEADFAST LN
S 72ND ST W

Tax ID:
D00232

GRAPHITE DR

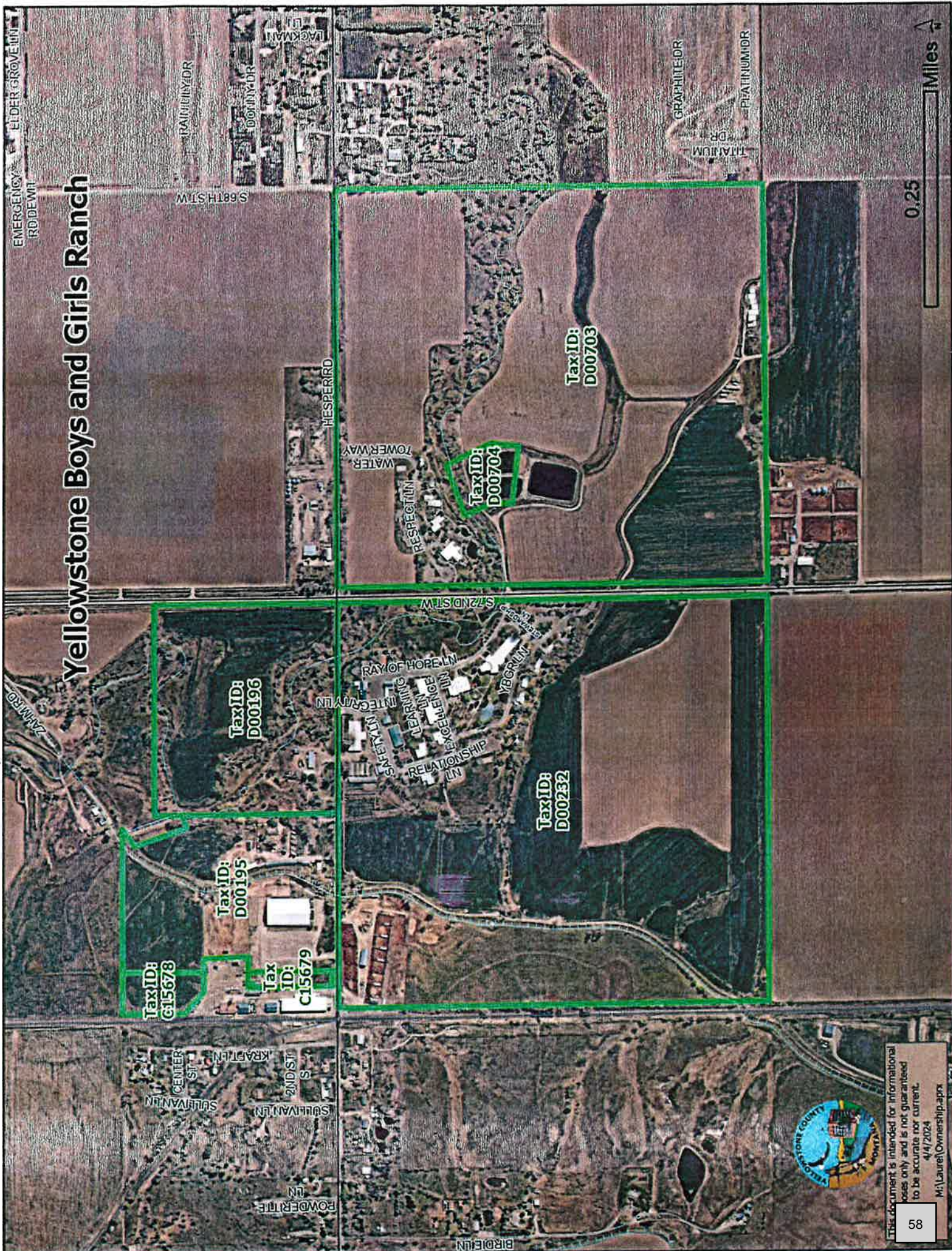
TITANIUM DR

PLATINUM DR



This document is intended for informational
uses only and is not guaranteed
to be accurate nor current.
4/4/2024
M:\Laurel\Ownership.aprx

Yellowstone Boys and Girls Ranch



0.25 Miles



This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
4/4/2024
M:\Laurel\Ownership.aprx

File Attachments for Item:

13. Resolution No. R25-36: A Resolution Of The City Council Authorizing The Mayor To Execute An Agreement For Provision Of Fire Services For The Laurel Urban Fire Services Area.

RESOLUTION NO. R25-36

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT FOR PROVISION OF FIRE SERVICES FOR
THE LAUREL URBAN FIRE SERVICES AREA.**

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

Section 1: Approval. The Agreement for Provision of Fire Services for the Laurel Urban Fire Services Area (“LUFSA”), by and between the City of Laurel (hereinafter “the City”) and LUFSA, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Agreement for Provision of Fire Services with LUFSA on behalf of the City.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



LAUREL FIRE

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

March 27, 2025

Fire District: Laurel Urban Fire Service Area (LUFSA)
Attn: Mr. Mark Caron

Dear Mr. Caron,

The Laurel Volunteer Fire Department and the City of Laurel have discussed the upcoming Fire service contracts and other services for the Rural Fire Districts and Fire Service Areas.

We would like to continue to offer you a contract for 2025-26. This year, we are pleased to maintain and provide our highly effective fire services to you at 0% increase, thereby maintaining the annual payment at the current level.

The proposed increase would be as follows:

Contract Year	Last Contract		% +/-	Increase/ Decrease		Last Contract		Annual Payment
2025-26	\$113,006.59	x	0	\$0.00	+	\$113,006.59	=	\$113,006.59

Enclosed, you will find the contract for the next year of service. If your Board of Directors accepts this contract amount, please sign and return to the following by April 30, 2025:

Brittney Harakal
Council Administrative Assistant, P O Box 10
Laurel, MT 59044

The City of Laurel and the Laurel Fire Department are requesting that the new contracts be finalized and ready, to be presented to the City of Laurel Council before the end of the fiscal year. If you feel that the new rate is unjust and would like to meet with myself or the City of Laurel Mayor, please contact me and arrange a date and time at your convenience to meet.

Thank you for your support. If there is anything we can do to help support the Laurel Urban Fire Service Area, please don't hesitate to call us. Feel free to contact me with any questions or concerns.

J W Hopper
Fire Chief, Laurel Fire Department
jwhopper@laurel.mt.gov
406-628-4911

**AGREEMENT FOR PROVISION OF FIRE SERVICES
FOR
THE LAUREL URBAN FIRE SERVICE AREA (LUFSA)**

THIS AGREEMENT is made and entered into this 1st day of July, 2025, by and between the City of Laurel, Montana, a municipal corporation (hereinafter “the City”) and the Laurel Urban Fire Service Area (hereinafter “the LUFSA”).

W I T N E S S E T H

WHEREAS, the City maintains the Laurel Volunteer Fire Department (hereinafter “the LVFD”) and is willing to provide fire protection, prevention, and investigation services to properties within the LUFSA at the same level as such services are provided to properties within the limits of the City, upon the terms and conditions hereinafter provided;

WHEREAS, attached hereto and by this reference made a part hereof, is the LUFSA boundary description and map;

WHEREAS, the LUFSA desires to obtain the said fire services from the City by entering into a contract with the City for such services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. SERVICES

The City will furnish the following services to properties and residents within the LUFSA at the same level as such services are provided to properties and residents within the limits of the City:

- a. fire protection and suppression;
- b. fire prevention; and
- c. fire investigations.

It is mutually covenanted, agreed, and understood that the amount of equipment, the type of equipment, the number of personnel dispatched, the manner of fighting the fire or explosion, etc., shall be in the sole discretion of the City and its personnel.

It is further mutually covenanted, agreed, and understood that, in the event fire, explosion, or emergency calls shall occur simultaneously in the LUFSA and within the City’s municipal boundaries, the City shall have priority in using its equipment and manpower to protect the City property first, and that protection of City inhabitants and property shall have preference and priority over any call or demand of the LUFSA.

It is further mutually covenanted, agreed, and understood that the Fire Marshall of the LVFD shall conduct the investigation of all fires and/or explosions within the organized LUFSA and be independently responsible for determining the cause, origin, and circumstances of the same.

The LUFSA agrees to cooperate with the City and the LVFD in the inspection of the property to be protected and to cooperate in reducing fire risks as may be suggested from time to time by LVFD personnel and/or the City and/or State Fire Inspector.

2. SERVICE AREA

Fire services will be provided to all properties located within the boundaries of the LUFSA as specified in the Agreement, and as amended from time to time by agreement of the parties. Any enlargement of the LUFSA will not receive fire service unless approved in writing by the City. The hydrants and water system used for fire suppression by the City will be the sole responsibility for maintenance, care, and upkeep of the LUFSA.

3. EFFECTIVE

This Agreement shall be effective on July 1, 2025, and shall terminate on June 30, 2026, subject to the provisions of Section 4.

4. RENEWAL AND EXTENSION

This Agreement may be renewed, with the terms and conditions of the renewal Agreement to be as mutually agreed upon by the parties or, prior to expiration, this agreement may be extended for one or more thirty-day period(s) to provide the parties the opportunity to negotiate a new agreement. The parties may extend the agreement in writing, accepted, and signed by both the City's Mayor and an authorized official/agent of LUFSA.

5. CHARGES AND PAYMENTS

The fees for providing services for this Agreement shall be:

July 1, 2025 - June 30, 2026: \$113,006.59.

One-half of the said fees shall be paid on or before December 31, 2025. The remaining one-half shall be paid on or before June 30, 2026.

6. ANNUAL REPORT

The City will furnish an annual written report to LUFSA, which will include the number and type of incidents responded to within the LUFSA by City personnel.

7. MODIFICATION

This Agreement cannot be modified or amended except in writing executed by the parties.

8. TERMINATION

Termination of this Agreement occurs either 1) upon mutual agreement of the parties or 2) upon the termination date contemplated herein. If either party wishes to terminate this Agreement before the termination date, such party shall give written notice to the other

party to respond, with the other party's consent or objection, no less than thirty (30) days before the proposed termination.

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

CITY OF LAUREL

LUFSA

Dave Waggoner, Mayor

By Mark Caon (Trustee)

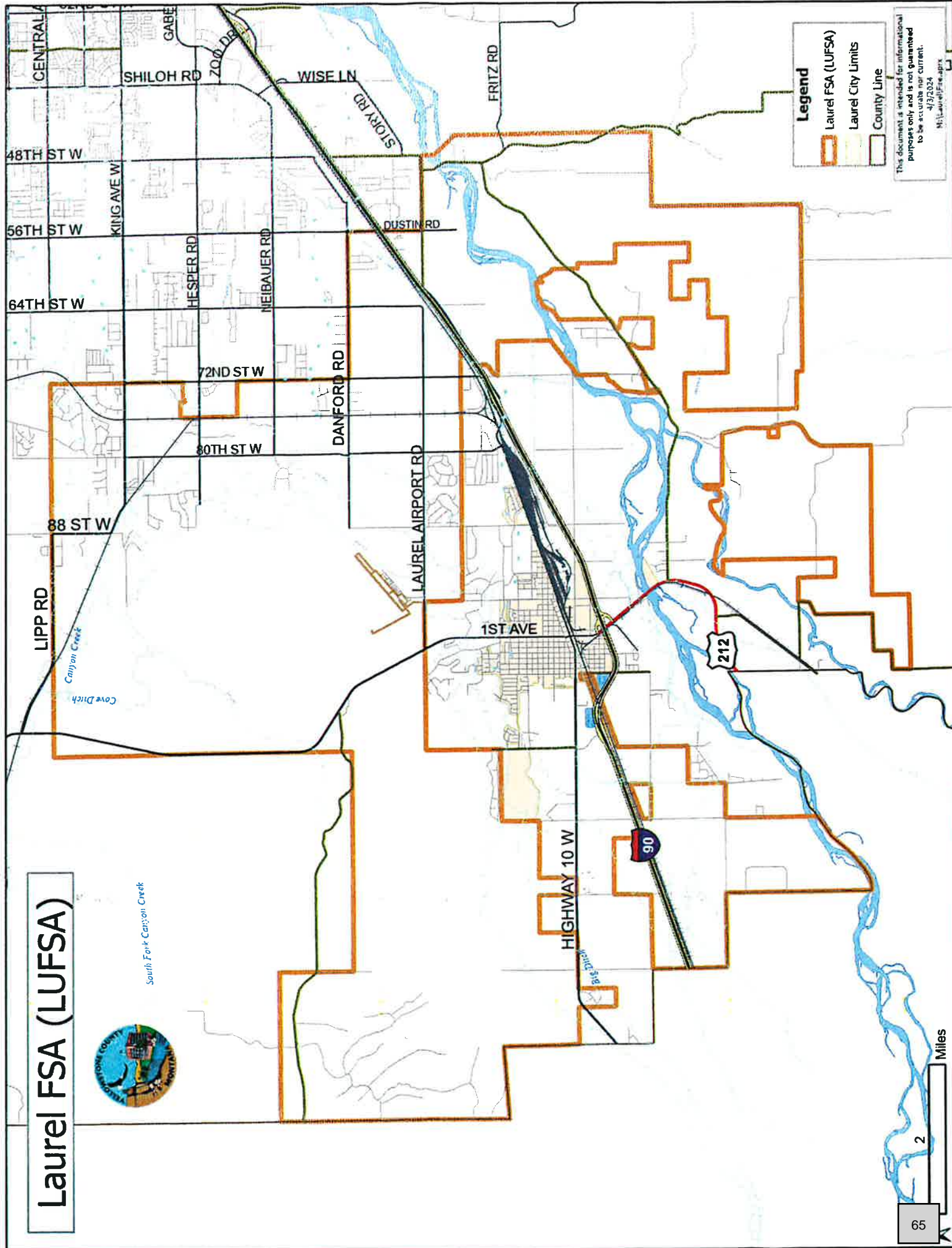
ATTEST:

Kelly Strecker, Clerk-Treasurer

Laurel FSA (LUFSA)



South Fork Canyon Creek



This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
4/12/2024
M:\Laurel\FSA.aprx

File Attachments for Item:

14. Resolution No. R25-37: Resolution Of Intent To Extend The City Boundaries Of The City Of Laurel By Annexing A Parcel Of City Owned Park Land That Is Contiguous To The City Limits, Such Annexation To Include All Of The Adjacent And Adjoining Rights-Of-Way Of The Annexed Property, In Yellowstone County, Montana, And Amending Previous Resolutions Nos. R12-79 And R12-90.

RESOLUTION NO. R25-37

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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



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

QUIT CLAIM DEED

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

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

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

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

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

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

RICHMOND FAMILY TRUST

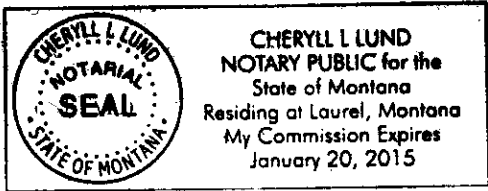
By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

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

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

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



Cheryll L. Lund
Signature

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

Acknowledgement and Acceptance of Conveyance:

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

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

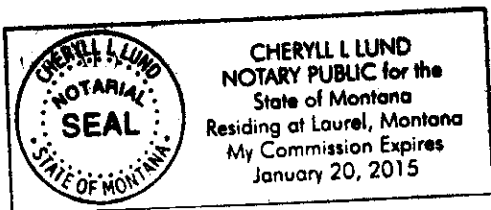
Attest:

Shirley Ewan
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA)
)
) :
County of Yellowstone)

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

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



Cheryll L. Lund
Signature

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

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



Yellowstone County

QCD

14.00

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

QUIT CLAIM DEED

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

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

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

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

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

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

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

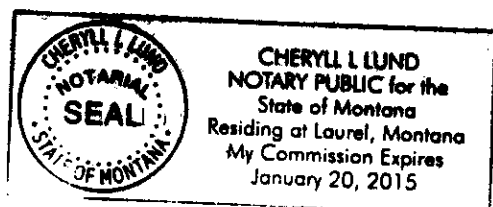
By: Robert Richmond
Robert Richmond, Trustee



STATE OF MONTANA)
 :SS.
County of Yellowstone)

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

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



Cheryll L. Lund
Signature

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

Acknowledgement and Acceptance of Conveyance:

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

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

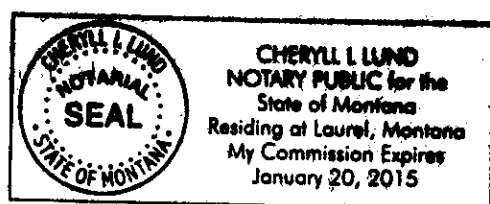
Attest:

Shirley Ewan
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA)
 :
County of Yellowstone)

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

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



Cheryll L. Lund
Signature

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

RESOLUTION NO. R12-90

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

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

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

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

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

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

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

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


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

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

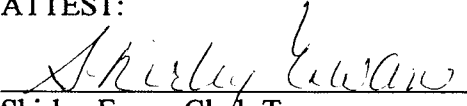
PASSED and APPROVED by the City Council of the City of Laurel this 6th day of November, 2012.

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


CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

RESOLUTION NO. R12-79

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

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

1-6

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

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

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

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

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

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

1-6

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

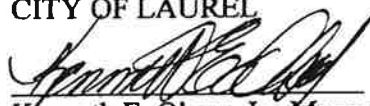
BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on October 16, 2012, at 6:30 p.m.; and

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

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

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

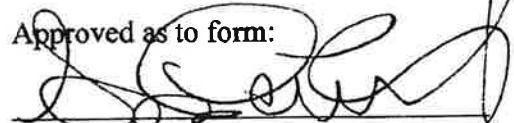
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

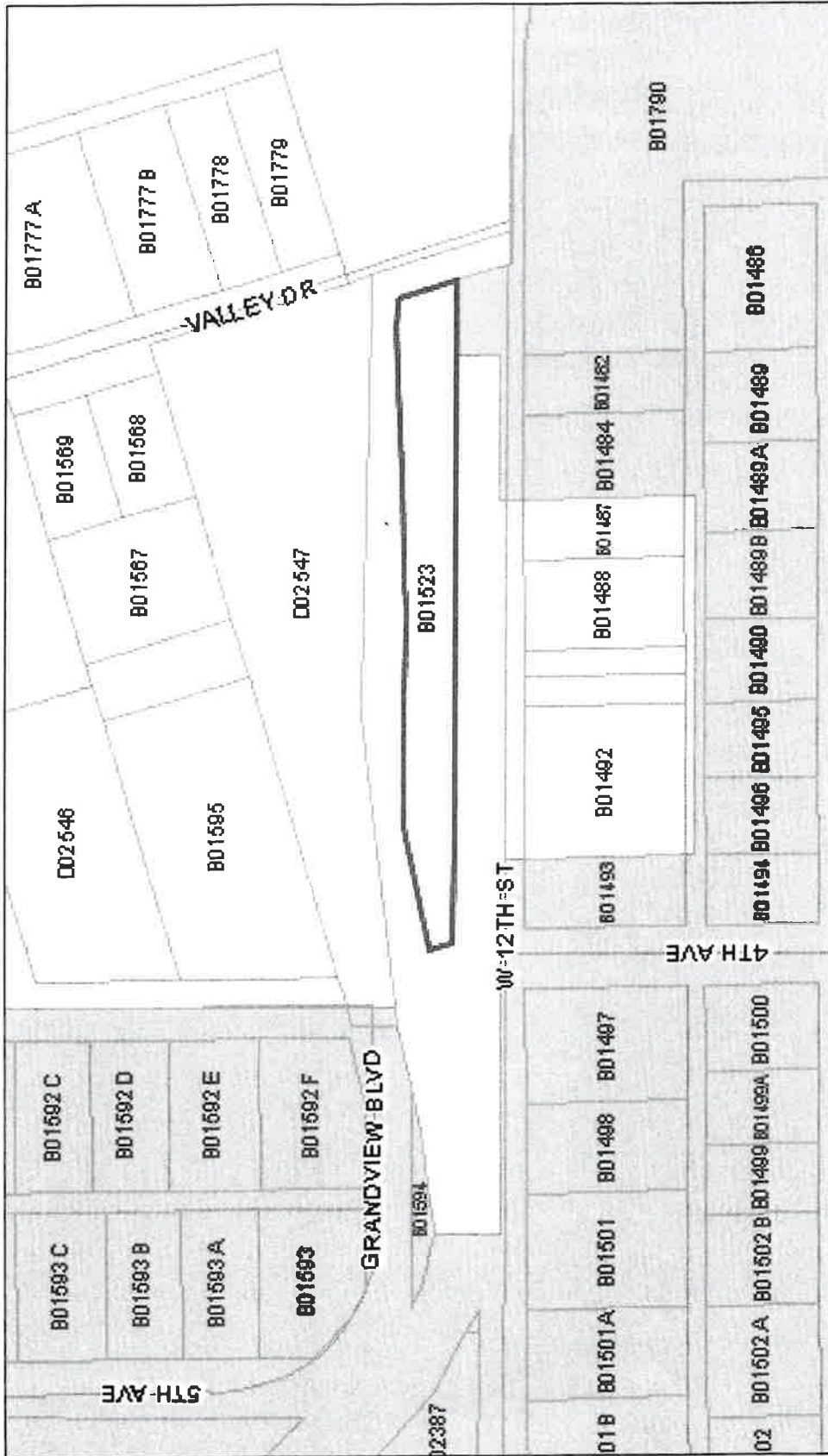
ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form:


Sam S. Painter
Civil City Attorney

JAKE AND LOIS BERNHARDT PARKWAY



Boundary Line

City Limits



City of Laurel Planning
Department 9/2012

RESOLUTION NO. R12-90

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

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

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

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

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

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

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

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

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

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

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

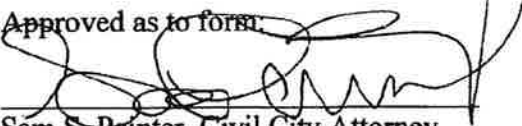
APPROVED by the Mayor this 6th day of November, 2012.

CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Shirley Ewan, Clerk-Treasurer

Approved as to form

Sam S. Painter, Civil City Attorney

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



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

QUIT CLAIM DEED

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

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

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

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

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

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

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

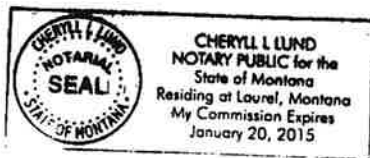


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Page: 2 of 2
06/29/2012 02:22P

STATE OF MONTANA)
:SS.
County of Yellowstone)

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

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



Cheryl L. Lund
Signature

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

Acknowledgement and Acceptance of Conveyance:

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

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

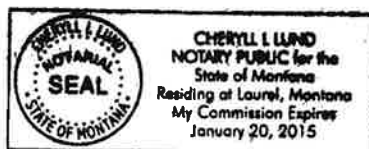
Attest:

Shirley Ewan
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA)
:
County of Yellowstone)

On this 27th day of June in the year 2012 before me, the undersigned Notary Public for the State of Montana, personally appeared Kenneth E. Olson Jr., as Mayor of the City of Laurel, and Shirley Ewan, as Clerk/Treasurer of the City of Laurel, who signed the foregoing instrument and acknowledged to me that they executed the same in their official capacity.

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



Cheryl L. Lund
Signature

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

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



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

QUIT CLAIM DEED

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

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

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

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

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

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

RICHMOND FAMILY TRUST

By: Joyce B. Richmond
Joyce Richmond, Trustee

By: Robert Richmond
Robert Richmond, Trustee

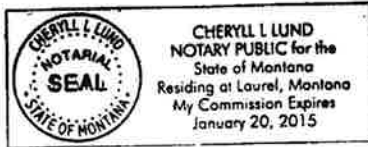


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Page: 2 of 2
06/29/2012 02:22P

STATE OF MONTANA)
:SS.
County of Yellowstone)

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

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



Cheryll L. Lund
Signature

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

Acknowledgement and Acceptance of Conveyance:

The Mayor for the City of Laurel, Yellowstone County Montana, on behalf of the City Council, acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument pursuant to City Council Resolution No. R12-31 this 5th day of June, 2012.

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

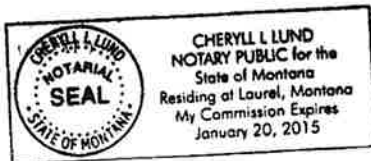
Attest:

Shirley Ewan
Shirley Ewan, City Clerk/Treasurer

STATE OF MONTANA)
:
County of Yellowstone)

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

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



Cheryll L. Lund
Signature

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

RESOLUTION NO. R12-79

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

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

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

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

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

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

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

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

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

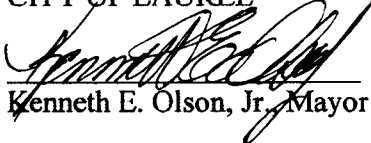
BE IT FURTHER RESOLVED, the City Council shall hold a public hearing on the proposed annexation on October 16, 2012, at 6:30 p.m.; and

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

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

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

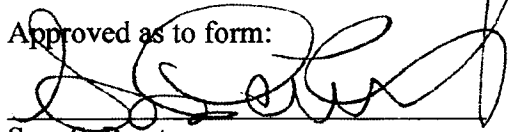
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

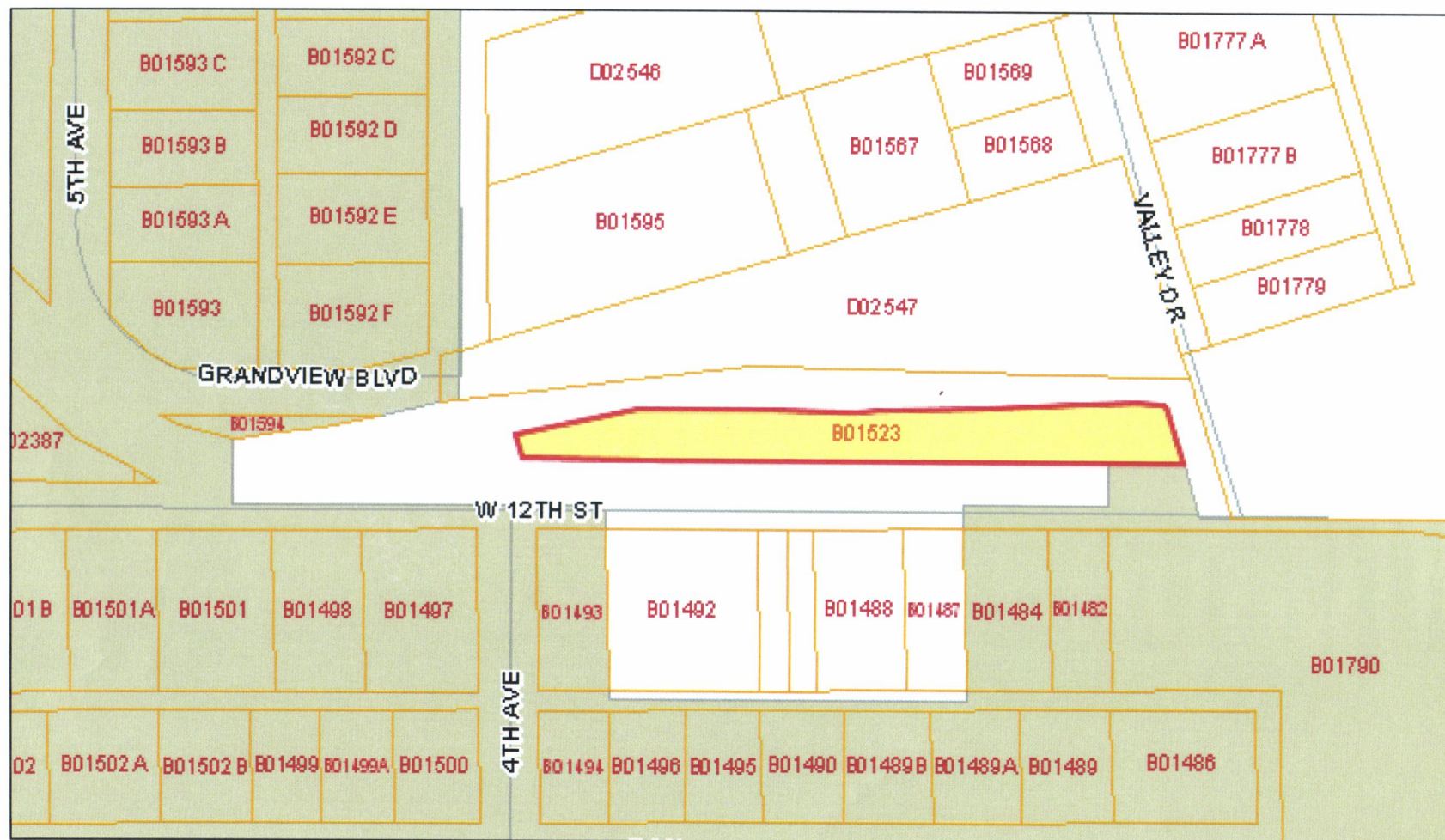
ATTEST:


Shirley Ewan, Clcrk-Treasurer

Approved as to form:


Sam S. Painter
Civil City Attorney

JAKE AND LOIS BERNHARDT PARKWAY



Boundary Line ———
City Limits ———



City of Laurel Planning
Department 9/2012

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Mayor

May 23, 2025

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

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

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

David Waggoner, Mayor

File Attachments for Item:

15. Resolution No. R25-38: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Redline Services.

RESOLUTION NO. R25-38

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
REDLINE SERVICES.**

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and Redline Services, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Redline Services on behalf of the City.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 10th day of June, 2025, 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 Redline Services, a contractor licensed to conduct business in the State of Montana, whose address is 1114 9th Avenue, 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 May 21, 2025, 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 eighteen thousand five hundred twenty dollars and no cents (\$18,520.00) 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 10th DAY OF JUNE 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Redline Services

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

1114 9th Ave
Laurel, Mt 59044

Date

May 21, 2025

To

City of laurel
215 W 1 St
Laurel MT, 59044

Ship To

Same as recipient

Instructions

Build 2 rooms with egress windows to customer's design.
Remove double door and build wall with egress window insulate and metal siding.
Siding will not match the current wall due to being discontinued
Remove OSB insulated walls for noise control.
Frame new walls
Install 1 door
Drywall with texture
Lights with fans
Baseboard heaters
Paint walls and floor
Completion end of august due to special order window

[illegible]

Thank you for your business!

File Attachments for Item:

16. Resolution No. R25-39: Resolution Of City Council Approving The Late-Comer's And Development Agreement By And Between Love's Travel Stops & Country Stores And The City Of Laurel.

RESOLUTION NO. R25-39

RESOLUTION OF CITY COUNCIL APPROVING THE LATE-COMER'S AND DEVELOPMENT AGREEMENT BY AND BETWEEN LOVE'S TRAVEL STOPS & COUNTRY STORES AND THE CITY OF LAUREL.

WHEREAS, Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation, (hereinafter "Love's") desires to construct a water main and sanitary sewer, to connect to the City's existing system at the 7th Avenue/ Old US Highway 10 intersection for the sewer connection, and the 8th Avenue/Old US Highway 10 intersection for the water connection both to extend to +/- 1,450 feet east of the Old Highway 10/19th Avenue W intersection with said system to serve property which Love's intends to seek annexation of within the City of Laurel (hereinafter "the City") (collectively, the "Improvements") and more particularly described in the attached Exhibit A (the "Love's Property");

WHEREAS, the parties desire to enter into a contract pursuant to the authority granted by Chapter 12.38 of the Laurel Municipal Code (hereinafter "the LMC"), whereby provisions are made for the reimbursement of Love's and its assigns by any owner of real estate who did not contribute to the original cost of such facility and who subsequently taps onto or uses the same, pursuant to the specific definitions of a "prospective customer" under LMC § 12.38.030, of a fair pro rata share of the cost of construction of such facility, to be borne by Love's, including only those who directly connect thereto;

WHEREAS, in order to effect such reimbursement, the parties have agreed to enter into a Late-Comer's and Development Agreement, attached hereto as Exhibit A; and

WHEREAS, the parties have agreed that upon the construction thereof, the City will acquire title thereof.

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

Section 1: Approval. The Late-Comer's and Development Agreement by and between the City of Laurel and Love's, a copy attached hereto and incorporated herein, is hereby approved.

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

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CONTRACT
(Late Comers and Development Agreement)

This Late Comers and Development Agreement (this "Agreement") is made and executed this _____ day of _____, 20____, by and between Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation, ("Love's"), and the City of Laurel, Montana, a Municipality within the State of Montana (the "City");

WITNESSETH:

WHEREAS, Love's desires to construct a water main and sanitary sewer, to connect to the City's existing system at the 7th Avenue/ Old US Highway 10 intersection for the sewer connection, and the 8th Avenue/Old US Highway 10 intersection for the water connection both to extend to +/- 1,450 feet east of the Old Highway 10/19th Avenue W intersection with said system to serve property (collectively, the "Improvements") owned by Love's and more particularly described in the attached Exhibit A (the "Love's Property").

TO WIT:

AND WHEREAS, the parties desire to enter into a contract pursuant to the authority granted by Chapter 12.38 of the Laurel Municipal Code ("LMC"), whereby provisions are made for the reimbursement of Love's and its assigns by any owner of real estate who did not contribute to the original cost of such facility and who subsequently taps onto or uses the same, pursuant to the specific definitions of a "prospective customer" under LMC § 12.38.030, of a fair pro rata share of the cost of construction of such facility, to be borne by Love's, including only those who directly connect thereto, and

WHEREAS, it is adequate for the requirements of Love's that the City has required Love's to install in lieu thereof, and

WHEREAS, the parties have agreed that upon the construction thereof, the City will acquire title thereof.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. Love's shall, at its own expense, construct the Improvements to be located as follows:

Prior to the commencement of construction thereof, Love's shall submit to the City Engineer of the City of Laurel detailed plans and specifications for the construction of such Improvements, which plans and specifications must be authorized by the City Engineer prior to the commencement of construction. Thereafter, said Improvements shall be constructed by Love's in accordance with the standards established by the City of Laurel and in compliance with all rules and regulations of the Public Works Department of the City of Laurel. Prior to commencing construction of the Improvements, Love's shall furnish to the City a performance bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of the Improvements as set forth in Section 2 herein to guarantee the completion of the Improvements.

2. Love's estimates that the Improvements will cost \$ \$2,735,515.00, which amount shall include all anticipated costs associated with the design, construction, installation, inspection, testing, and approval of the Improvements.
3. During the construction of said Improvements, the City Engineer of the City of Laurel, or his representatives, shall have the right to make reasonable inspection of said Improvements to determine that they are being constructed in accordance with the plans and specifications above referenced to and in compliance with all of the standards established by the City of Laurel. Upon the completion of said construction, Love's shall submit to the City Engineer of the City of Laurel, a detailed statement of the cost of said construction, which statement shall be attached hereto and made a part hereto (the "Expended Amount"). Love's shall likewise submit to the City Engineer, such proof as the Engineer may require that Love's has fully paid for all labor and materials used in connection with his construction of said Improvements.
4. Upon completion of the Improvements and upon the submission to the City Engineer of the information required in the immediately preceding paragraph, the City Engineer will inspect said Improvements, and upon his approval and acceptance thereof, said Improvements shall thereafter belong to and be the property of the City of Laurel, and the City of Laurel will thereafter charge for the use of such Improvements such rates as it may be authorized by law to collect and shall likewise thereafter provide for the maintenance and operation of said Improvements. Additionally, upon such approval and acceptance of the Improvements, the City shall promptly release the performance bond. The City Engineer may, in his or her reasonable discretion, approve a partial release of the performance bond upon substantial completion of a portion of the Improvements, provided that the remaining bond amount is sufficient to guarantee completion of the remaining Improvements.
5. This Agreement shall, upon completion and acceptance of the Improvements as hereinabove described, be recorded with the Clerk and Recorder of Yellowstone County, and thereafter and for a period of seven (7) years (the "Reimbursable Period"), the City of Laurel will not grant any person, firm, or corporation who has not contributed to the original cost of such Improvements ("Future Developer") a permit or be authorized to tap into or use such Improvements during said period of time without first paying to the City of Laurel the amount required to reimburse Love's pursuant to the requirements of LMC 12.38 and based upon the City's Schedule of Fees and Charges that is in place at the time that the reimbursement is calculated ("Reimbursement Fees"). The City of Laurel will pay all amounts so received to Love's or its assigns annually on the first working day of November pursuant to Chapter 12.38 of the Laurel Municipal Code and the City's Schedule of Fees and Charges. The City and Love's each agree to keep detailed written records related to the Reimbursement Fees assessed and received (as applicable), to provide each other reasonable access thereto, upon request, and to cooperate in good faith to resolve any apparent or purported discrepancies. The Reimbursement Fees shall be calculated by the City pursuant to the terms of LMC 12.38 and the City's Schedule of Fees and Charges in place at the time that the Reimbursement Fees is calculated. Notwithstanding the foregoing, in no event shall the Reimbursement Fees collected from any Future Developer be less than the amounts set forth in the City's current Schedule of Fees and Charges attached hereto as Exhibit B, as may be amended from time to time, and if the City's Schedule of Fees and Charges increases in the future, the higher fee shall apply. Pursuant to LMC 12.38.030, the parties agree that the Reimbursement Fees apply only to connections and does not apply to additional extensions of existing special benefit facilities. If, during the Reimbursable Period, LMC 12.38.030 or any successor provision is

amended to permit reimbursement for additional extensions of existing special benefit facilities, then, notwithstanding anything to the contrary herein, Love's (or its assigns) shall be entitled to receive such additional reimbursements to the fullest extent permitted by such amendment, without the need for further amendment to this Agreement, and the City shall cooperate in good faith to effectuate the intent of this provision.

6. Priority to Allow Recovery of Costs; Cooperation. Love's having the right and ability to recoup the Reimbursement Fees, the parties understand and agree that it is of primary importance to and consideration of Love's in entering into and performing under this Agreement. As such, the parties agree that, subject to the limitations hereinabove, Love's shall have priority in entitlement to recovery of the Reimbursement Fees to reimburse Love's, and the City shall act in good faith to honor such priority.
7. Default and Remedies. Except as otherwise provided in this Agreement, if either party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days of notice thereof (unless such cure is not reasonably possible within such 30-day period and the breaching party has commenced and is pursuing with reasonable diligence such cure), the non-breaching party may institute legal action against the defaulting party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity.
8. Interpretation; Applicable Law. If any part of this Agreement shall be held invalid by a court of competent jurisdiction, the same shall be deemed a separate and independent provision and shall not affect the validity of the remaining portion thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. In the event that applicable Montana, federal, or local law, regulation or ordinance is changed after the effective date of this Agreement, resulting in the invalidity or unenforceability of any provision hereof, then this Agreement shall be deemed modified to the extent necessary to comply with the law, regulation or ordinance then in effect.
9. Waiver. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver expressed in a writing signed by the party to be bound.
10. Relationship of Parties; Ownership of Improvements. Nothing contained in this Agreement shall be deemed to dedicate any portion of the Love's Property as public land or create a partnership, tenancy-in-common, joint tenancy, joint venture, co-ownership, by or between the parties in the Love's Property (which shall remain the sole property of Love's) or in the Improvements (which once dedicated, shall remain the sole property of the City).
11. Notice. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) facsimile transmission, to the addresses first set forth hereinabove (unless changed in accordance herewith). Notice shall be deemed received on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, (iii) the first business day after deposit with an overnight courier, or (iv) if by facsimile transmittal, upon receipt of proof of transmission. Any notice or communication not received because of a change of address or facsimile number, without notice

to the other party thereof, or refusal to accept delivery, shall be deemed received, notwithstanding the same, as set forth above.

12. Miscellaneous. This Agreement embodies the entire understanding with respect to the subject matter hereof and may not be altered or modified except by an instrument in writing signed by all parties. The Agreement shall be binding upon and inure to the parties, their respective successors and assigns. The terms hereof shall not be construed in favor of or against any party, but shall be construed as if the parties jointly prepared this Agreement. If any provisions of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby. This Agreement may be executed by facsimile, electronic or original signature of the parties and in any number of counterparts, each of which, assuming no modification or alteration, shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. In the event any party hereto commences litigation or other legal action against the other to enforce its rights hereunder, the prevailing party in such litigation or legal action shall be entitled to recover from the other(s), in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such litigation or legal action.

In the event of the assignment by Love's of any interest in this contract, written notice thereof shall be given to the City of Laurel. All payments to be made by the City of Laurel to the party of the first part under this contract shall be sent to the following address, TO WIT: Love's Travel Stops & Country Stores, Inc., 10601 N. Pennsylvania Ave., Oklahoma City, OK 73120; Attn: Real Estate or to such other address as the party of the first part may hereinafter direct in writing.

[signatures on following pages]

Dated at Oklahoma City, Oklahoma, this _____ day of _____, 20 ____.

LOVE'S:

LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC.

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ____ day of _____, 20____
by _____ as _____ of Love's Travel Stops & Country
Stores, Inc.

[SEAL]

Signature of notarial officer

My Commission Expires: _____

Dated at Laurel, Montana, this _____ day of _____, 20____.

CITY OF LAUREL

By: _____
Authorized Agent for the City of Laurel

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

On this day and year above personally appeared before me, _____
 _____ to me known to be acting as Authorized Agent for the City of Laurel, Montana,
 a Municipality within the State of Montana, who executed the foregoing instrument and
 acknowledged the said instrument to be the free and voluntary act and deed of said Municipality
 for the uses and purposes therein mentioned and on oath states he/she is authorized to execute the
 said instrument.

Given under my hand and official seal _____ day of _____, 20____.

Notary Public in and for the State of Montana,
Residing in _____
My commission expires _____

Approved as to form:

City Attorney
City of Laurel

Exhibit A
Legal Description

Lot 7A-1, of the Amended Plat of Tracts 6A and 7A, of the Amended Plat of Tracts 6 and 7, of Westbrooks Subdivision, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 1684287.

EXCEPTING THEREFROM that portion granted unto The State of Montana by virtue of Bargain and Sale Deed recorded January 25, 1965, Book 807, Under Document No. 747048; and

EXCEPTING THEREFROM that portion granted unto The Montana Department of Transportation by virtue of Bargain and Sale Deeds recorded September 13, 2017 Under Document No. 3827294 and 3827295; and

EXCEPTING THEREFROM that portion granted unto The Montana Department of Transportation by virtue of Warranty Deeds recorded September 13, 2017 Under Document No. 3827296 and 3827297.

Exhibit B

Current Schedule of Fees and Charges

[to be attached]