



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 23, 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 August 26, 2025.
- [2.](#) Approval of Minutes of September 9, 2025.

Correspondence

- [3.](#) Fire Monthly Report - August 2025
- [4.](#) Beartooth RC&D September 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 September 19, 2025.
6. Clerk/Treasurer Financial Statements for July 2025.
7. Clerk/Treasurer Financial Statements for August 2025.
8. Approval of Payroll Register for PPE 9/14/2025, totaling \$264,949.22.
- [9.](#) Council Workshop Minutes of August 19, 2025.
- [10.](#) Council Workshop Minutes of September 2, 2025.

Ceremonial Calendar

Reports of Boards and Commissions

- [11.](#) Budget/Finance Committee Minutes of September 9, 2025.

- [12.](#) Budget/Finance Committee Minutes of August 26, 2025.
- [13.](#) Laurel Urban Renewal Agency Minutes of September 8, 2025.
- [14.](#) Park Board Minutes of September 4, 2025.
- [15.](#) Public Works Committee Minutes of August 18, 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

16. Appointment of Jarred Anglin as Police Chief.
- [17.](#) Resolution No. R25-83: A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding Between The City Of Laurel And Yellowstone County For GIS Services.
- [18.](#) Resolution No. R25-84: Resolution Of City Council (APPROVING or DENYING) Zone Change For Iron Horse Station Subdivision From Residential R-6000 (Duplex) To Residential RMF (Multi-Family).
- [19.](#) Resolution No. R25-85: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Donahue Roofing & Siding LLC.
- [20.](#) Resolution No. R25-86: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Bartram Services, LLC.
- [21.](#) Resolution No. R25-87: A Resolution Of The City Council Authorizing The Mayor To Execute The Memorandum Of Understanding Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Temporary Shelter Services For Displaced Animals.

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 August 26, 2025.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

August 26, 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 August 26, 2025.

COUNCIL MEMBERS PRESENT: Thomas Canape Heidi Sparks
Michelle Mize
Casey Wheeler Irv Wilke
Richard Klose(via Zoom) Jodi Mackay

COUNCIL MEMBERS ABSENT: Jessica Banks

OTHER STAFF PRESENT: Kelly Strecker, Clerk/Treasurer
Brittney Harakal, Administrative Assistant
Kurt Markegard, CAO
Jarred Anglin, Interim Police Chiefs
Kelly Gauslow, Accounts Payable
Nick Owens, City Prosecutor
Jean Kerr, Judge
Nancy Schmidt, Library Director

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 August 12, 2025, as presented, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

CORRESPONDENCE: None.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

- Fiscal Year 24-25 Budget Amendments.

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

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

The Clerk/Treasurer reviewed the attached budget amendments.

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

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

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

- Budget and Tax Resolutions Fiscal Year 25-26

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

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

The Clerk/Treasurer reviewed the attached budget memo.

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

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

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

CONSENT ITEMS:

- **Claims entered through August 22, 2025.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 8/17/2025 totaling \$255,886.52.**

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

Motion by Council Member Mize 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 seven Council Members present voted aye. Motion carried 7-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of August 12, 2025.
- Emergency Services Committee Minutes of June 23, 2025.
- Emergency Services Committee Minutes of July 28, 2025.
- Public Works Committee Minutes of July 21, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Resolution No. R25-55: A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2024-2025 Budget.**

Motion by Council Member Canape to approve Resolution No. R25-55, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-58: A Resolution Approving And Adopting The Final Budget For The City Of Laurel For The Fiscal Year 2025-2026.**

Motion by Council Member Sparks to approve Resolution No. R25-58, seconded by Council Member Wilke. There was no public comment.

A Council Member expressed concern regarding taking mills from the Library. They questioned what the plan would be for next year. It was clarified that the funds taken from the Library were from their cash reserves. No other department has reserves. They further questioned the Library Director about the potential impact on the Library if its budget were cut by 40% next year, as it was this year. The Library Director stated she did not know what the impacts would be. Wages cannot be cut. She did note, however, that this is not the first time the Library has been used to balance the budget.

Motion by Council Mize to table this item for the next Council cycle. There was no second.

Council questioned how Department Heads receive communications regarding reserves. It was clarified that department heads receive monthly reports. It was also noted that the Library has always received enough funding to support the submitted budget. If the Library does not spend all of its budgeted funds, it has money that has been allocated to a cash reserve. The City has never taken that money back at the end of the fiscal year. It was further questioned what percentage of their budget the Library uses. It was clarified that they had 20k remaining from the previous fiscal year.

Council noted in the budget message that there are no projects scheduled. They noted the Southside Paving Project, the W. 7th Street Project, and questioned whether this was accurate. It was clarified

that the Southside Paving Project will be paid out of Gas Tax funds and not Street Maintenance funds. The Street Maintenance fund has been saving for the W. Railroad Project. As of right now, there is no task order in place for the W. 7th Street Project, but those funds are budgeted for.

Council noted in the budget message that the new water reservoir cost is expected to be 20 million instead of 20k.

Council questioned the Planning Department and the contracted Planner. It was stated that the County assesses approximately 136k annually for planning purposes. As the City begins working on the Land Use Planning Act requirements, it will need to contract with a Planner. Currently, the City has contracted for Planning services on an as-needed basis. It was noted that the City will receive grant funds to help fund the Land Use Plan Act requirements.

Council questioned the Emergency Disaster fund and why there were no mills set aside for it. It was clarified that the City can only use those funds if there is a disaster. Currently, there is a good cash balance in that fund, and the City does not need to mill for that fund. The City only needs to mill two mills, and then the County and State provide additional funding.

A roll call vote was taken on the motion. Council Members Sparks, Wilke, Mackay, Klose, Wheeler, and Canape voted aye. Council Member Mize voted no. Motion carried 6-1.

- **Resolution No. R25-59: A Resolution Levying Taxes For General And Specific Purposes For The City Of Laurel, Montana, For The Fiscal Year Beginning July 1, 2025.**

Motion by Council Member Mackay to approve Resolution No. R25-59, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-60: A Resolution Levying And Assessing All Of The Property Embraced Within Special Improvement Lighting District No. 2 Of The City Of Laurel, Montana, For The Entire Cost Of Maintenance And Electrical Current For The Fiscal Year 2025-2026.**

Motion by Council Member Wheeler to approve Resolution No. R25-60, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-61: A Resolution Levying And Assessing All Of The Property Embraced Within Special Improvement Lighting District No. 3 Of The City Of Laurel, Montana, For The Entire Cost Of Maintenance And Electrical Current For The Fiscal Year 2025-2026.**

Motion by Council Member Wilke to approve Resolution No. R25-61, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-62: A Resolution Levying And Assessing All Of The Property Embraced Within Street Sweeping District No. 1 Of The City Of Laurel, Montana, For The Purpose Of The Sweeping Of Streets In The Downtown Or Business District For The Fiscal Year 2025-2026.**

Motion by Council Member Canape to approve Resolution No. R25-62, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-63: A Resolution Levying And Assessing The Cost Of Street Maintenance And/Or Improvements For Street Maintenance District No. 1 That Constitutes All Streets And Alleys Embraced Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.**

Motion by Council Member Mackay to approve Resolution No. R25-63, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-64: A Resolution Levying And Assessing The Cost Of Street Improvements For Special Improvement District No. 113 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.**

Motion by Council Member Sparks to approve Resolution No. R25-64, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-65: A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 115 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.**

Motion by Council Member Mize to approve Resolution No. R25-65, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-66: A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 116 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.**

Motion by Council Member Wheeler to approve Resolution No. R25-66, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-67: A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 117 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.**

Motion by Council Member Sparks to approve Resolution No. R25-67, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-68: A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 118 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.**

Motion by Council Member Canape to approve Resolution No. R25-68, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-69: A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 119 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.**

Motion by Council Member Mackay to approve Resolution No. R25-69, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-70: A Resolution Levying And Assessing A Special Tax Against Certain Property In The City Of Laurel For Delinquent Water Charges.**

Motion by Council Member Wheeler to approve Resolution No. R25-70, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-71: A Resolution Levying And Assessing A Special Tax Against Certain Property In The City Of Laurel For Delinquent Sewer Charges.**

Motion by Council Member Wilke to approve Resolution No. R25-71, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-72: A Resolution Levying And Assessing A Special Tax Against Certain Property Designated As Garbage Districts In The City Of Laurel, Montana, For The Removal Of Garbage And Refuse.**

Motion by Council Member Mize to approve Resolution No. R25-72, seconded by Council Member Wilke. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-73: A Resolution Of The City Council Establishing The Method Of Levying Voted Mills As Required By Laws 2025, Chapters 674 And 767 Passed In The 69th Montana Legislative Session**

Motion by Council Member Wheeler to approve Resolution No. R25-73, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-74: A Resolution Of The City Council Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70.**

Motion by Council Member Sparks to approve Resolution No. R25-74, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-75: A Resolution Authorizing The Mayor To Execute An Agreement With Morrison-Maierle Systems Technology Consultants For Managed Network Services.**

Motion by Council Member Mackay to approve Resolution No. R25-75, seconded by Council Member Canape. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

- **Resolution No. R25-76: A Resolution Of The City Council Approving Conversion Of The Laurel City Court To A Court Of Record.**

Motion by Council Member Canape to approve Resolution No. R25-76, seconded by Council Member Wilke. There was no public comment.

It was questioned if moving to a Court of Record would add a burden on the Court Clerk.

Judge Kerr stated that converting to a Court of Record will take additional work. There will be additional recordkeeping. There is currently one Court Clerk. The City has attempted to hire an additional Court Clerk; however, they have not yet found a suitable candidate. The Judge has been waiting for the Council to move forward with establishing a Court of Record, as the Council is responsible for setting up the Court. Microphones and the recording software have been purchased. These were order without a presentation to the Council from the Judge. She was not concerned with getting trained on how to use the software until the Court official transitioned to a Court of Record.

It was questioned whether there would be hard copies or digital copies of documents. It was clarified that the Judge was unsure, as different Courts have different procedures.

It was questioned what kind of overtime would be required by the Court Clerk to complete these additional duties, and whether staff burnout is a concern. It was stated that at this time, it is unknown what the additional workload will entail.

It was questioned what the expected implementation timeframe would be. It was clarified that there have been discussions with the Judge and City Prosecutor to discuss the timeline. The goal is to implement it in 2026 once Judge Kerr retires. Judge He Does It out of Red Lodge has a Court of Record, so Laurel can go and see how their Court is structured.

It was questioned if an addition Clerk is looking to be hired. It was clarified that the last discussion the Staff had on this matter was that there was no rush. Whenever the Judge is ready to hire for this position, the City can post the job.

DRAFT

It was questioned whether two Court Clerks were budgeted for. It was clarified that both positions have been budgeted.

The City Prosecutor stated he is a proponent of this Resolution. It is the right decision for Laurel over the long term. There will be some burdens moving to a Court of Record. Records can be kept in both paper and digital copies. He added that if this Resolution passes tonight does not mean it becomes effective tomorrow. There does have to be a notice period published prior to moving forward.

Council Member Mize stated that because she is running for City Judge, she is recusing herself from this matter.

A vote was taken on the motion. Six Council Members present voted aye. Council Member Mize abstained from voting. Motion carried 6-0.

- **Resolution No. R25-77: A Resolution Of The City Council Approving The Execution Of The Authorization To Represent And Class Action Disclosure Agreement Related To The Fire Truck Antitrust Litigation.**

Motion by Council Member Wilke to approve Resolution No. R25-77, seconded by Council Member Mize. There was no public comment or Council discussion. A vote was taken on the motion. All seven Council Members present voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

On September 2nd, there will be a registration event at the High School for Hunter's Education. Class will begin September 8th.

COUNCIL DISCUSSION:

Council questioned: Since the budget has passed, will the sidewalk project at Nutting Park be completed soon? It was clarified that the small service contract for that project will be on the next Council cycle.

MAYOR UPDATES:

The overlay on the Southside will begin in September.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

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

There being no further business to come before the Council at this time, the meeting was adjourned at 7:48 p.m.


Brittney Harakan, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 9th day of September 2025.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

EXHIBIT A

Budget Amendment Fiscal Year 2024-2025

Fund 2952 – Federal Equitable Sharing

Original Revenues	\$	0.00
Amended Revenues		<u>63,783.02</u>
Increase in Revenue:	\$	63,783.02
Original Appropriation		0.00
Amended Appropriation	\$	<u>52,445.08</u>
Increase in Appropriation:	\$	52,445.08

Per the Department of Justice Standard Operating Procedures, appropriations and revenues for the Federal Equitable Sharing Fund may not be budgeted using the fiscal year budgeting process. All appropriations and revenues must be budgeted after the end of the fiscal year, using the budget amendment process.

Fund 1000 – General Fund- Ambulance

Original Appropriation		1500.00
Amended Appropriation	\$	<u>1766.00</u>
Increase in Appropriation:	\$	266.00

Increase Appropriations, due to Ambulance staff reimbursing the city for the purchase of more uniform T-shirts.

Fund 2928 – Transit Grant

Original Appropriation	\$.00
Amended Appropriation	\$	<u>16,268.00</u>
Increase in Appropriation:	\$	16,268.00

Unanticipated Expenditure for Local Share payment, for the purchase of the Transit Van from 2020. The overage is funded by the cash reserve for the Transit Grand fund.

Fund 1000 – General Fund- Fire Department

Original Appropriation	\$	55,000.00
Amended Appropriation	\$	<u>67,500.00</u>
Increase in Appropriation:	\$	12,500.00
Original Revenues	\$	3,000.00
Amended Revenues	\$	<u>12,500.00</u>
Increase in Revenue:	\$	9,500.00

Increase Appropriations and Revenues, due to receiving a DNRC grant for the 2024 Volunteer Fire capacity for wildland clothing. This was a reimbursable grant.

Fund 2370 – Employer Contribution P.E.R.S

Original Appropriation	\$	138308.00
Amended Appropriation	\$	<u>143408.00</u>
Increase in Appropriation	:	\$ 5,100.00

Unanticipated OT for the Ambulance Department. The overage is funded by the cash reserve for the Employer Contributions to P.E.R.S.

Fund 7850 – Airport Authority

Original Appropriation	\$	31,609.00
Amended Appropriation	\$	<u>32,021.00</u>
Increase in Appropriation:	\$	412.00

Revenues for this fund were greater than anticipated so there were more transfers to the Airport Authority than budgeted.

Fund 7120 – Fire Disability

Original Appropriation	\$	39,826.00
Amended Appropriation	\$	<u>69,616.00</u>
Increase in Appropriation:	\$	29,790.00

Revenues for this fund were greater than anticipated so there were more transfers to the Firemen's Relief Association than budgeted.

CITY HALL

115 W. 1st. St.

PUB WORKS: 628-4796

PWD FAX: 628-2241

WATER OFFICE: 628-7431

WTR FAX: 628-2289

MAYOR: 628-8456

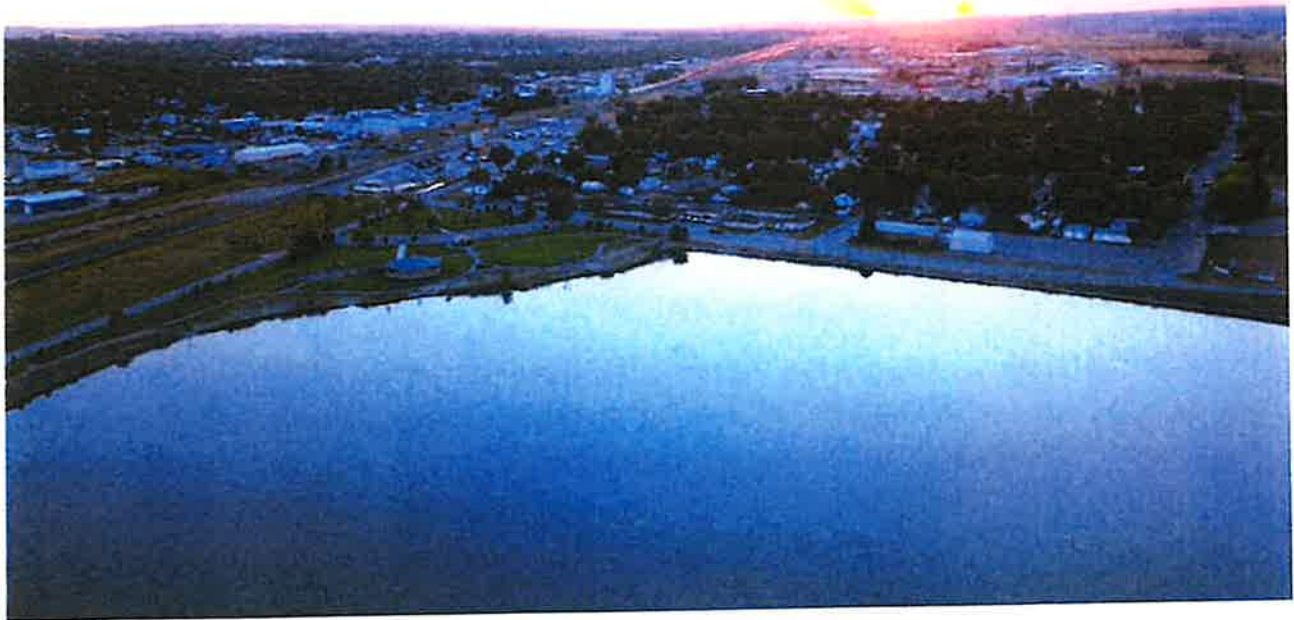
City of Laurel

P.O. Box 10
Laurel, Montana 59044



MAYOR

DEPARTMENT



August 26, 2025

Dear City of Laurel Governing Body:

Transmitted herewith is the annual operating and capital budget recommendations for the City of Laurel for the fiscal year ending June 30, 2026. This year's budget was a difficult one, as you know. Hard decisions have already been made, and I anticipate additional ones will have to be made. However, wonderful things have come to fruition this past fiscal year, and I am incredibly proud of the City of Laurel staff, Council, and community for coming together to get these projects completed.

The mill value came in at \$8,014.730/mill this year, which is a decrease of \$1941.72/mill over last year. The mill value in 2024-2025 was \$9,956.451/mill. Last year, the City's total mill levy was 151.66, and this year it is 195.70. Overall, the City will receive an increase of \$58,487.30 in taxable revenue.

The following are the changes in apportionment of the levies from 2024-2025 to 2025-2026:

Fund:	25-26 Levy	24-25 Levy	Difference
General Fund	100.00	70.53	+29.47
Library	25.00	35.00	-10.00
Comprehensive Liability	14.70	11.00	+3.70
PERS	25.00	9.00	+16.00
Group Health	27.00	22.13	+4.87
Fire Disability	4.00	4.00	-0.00
Total	195.70	151.66	+44.04

The Comprehensive Liability Fund premiums have increased by \$7,221.00. This is due to the increase in liability and workers' compensation claims against the City. The last fiscal period (by which our Montana Municipal Interlocal ("MMIA") claims are adjusted saw a slight increase in both liability and workers' compensation claims. Claims against the City are on a three-year rolling calendar. The City of Laurel received a \$19,629.00 retro adjustment, due to excess reserves MMIA had at the end of the 2025 Fiscal Year. This was an increase in last year's adjustment of \$7,770.00. With the passage of the Safety Plan, the city reduced the amount of Worker's Compensation claims, and safety is improving. We are actively working on increased safety and informative measures for all City employees. This year, the Comprehensive Liability Fund should have 17% reserves in preparation for next year. At this time last year, there were 18% reserves in this fund. So, we have seen a significant improvement in reserves for the City's liability fund.

PERS rates did not increase this year due to the contract statewide expiring. Per PERS, this amount would only increase on the City's side 0.1% per year through 2024. Please note that this fund only covers the General Fund employees. All other funds must budget for their employees' PERS. As wages increase in the General Fund, so does PERS. With the lack of additional tax revenues to support the General Fund, and other non-voted levied funds, the reserves in the PERS fund are at up to 16% this year. At this time last year, they were at 11%. This is not an amount controllable by the City, as it is set based solely upon wages. While we are

cognizant of increased wages, various factors have impacted those wages in the last fiscal period, and PERS automatically accounts for these changes. Of course, we will make it a focus to be very cognizant of General Fund employee wages for the City, while also ensuring we have a safe and functional employee pool.

Group Health, along with the Permissive Health Levy Fund, will provide insurance payments to the General Fund.

The Fire Disability Fund remains at 4.00 mills this year. The City has an obligation to fund the Fire Pension for volunteers. These 4.00 mills amount to \$32,058.92 and will be given to the Firemen's Relief Association for pension payments. The total pension that is expected to be distributed this year is \$32,058.92. The cash balance at the end of June 2025 was \$0. The 4.00 mills are to supplement the balance of the Pension Fund.

Fund:	25-26 Levy	24-25 Levy	Difference
Airport Authority	3.37	2.61	+0.76

The Airport Authority Board has its own taxing authority. This year, the fund will receive 0.76 mills more than last fiscal year.

Fund:	25-26 Levy	24-25 Levy	Difference
Ambulance	57.34	46.14	+11.20

The Ambulance Department received their own mill levy this year to help cover some of the costs for their department. They are still in the General Fund but will receive 57.34 mills this year to help fund their budget or that number converted into dollars is \$459,585.00.

Fund:	25-26 Levy	24-25 Levy	Difference
Permissive Levy for Health Ins. (HB409)	25.42	20.50	+4.92

The permissive mill value was \$235,231.85 in 2023-2024, \$166,497.80 in 2024-2025 and valued at \$204,764.53 this fiscal year.

Employee Wages and Benefits

Unemployment insurance increased this year. This year's contribution rate is .0035%, on gross wages. This is set by the Montana Department of Labor, and the City does not control these contributions, except to the extent that we address UID claims. We have taken an active role, this past year, in working to reduce UID claims, by way of responding with reasons for discharge and other factors that may affect whether an employee receives UID benefits.

Workers' compensation rates overall went down this year by 10.68%. The City's mod factor, also, decreased from .9300 in 2024-2025 to .8400 in 2025-2026. Workers' compensation rates have decreased for all municipalities in Montana this past year, so this overall decrease was expected.

The Public Works Union budgeted a 3% wage increase, as per their Collective Bargaining Agreement. The Police Union was budgeted a 1.5% increase for police officers and 6% increase for dispatch and 4% increase for animal control, according to the terms of their Collective Bargaining Agreement.

I am recommending a 4% increase in wages for non-union employees. This is consistent with market wages, and it will allow the City to remain somewhat competitive in hiring and retaining non-bargaining employees. It is, in fact, less than the COLA recommended increase, but I feel it is a fair increase, considering the budget constraints the City is facing, while still acknowledging inflationary COLA for non-bargaining employees.

Fund 1000 - General Fund:

The General Fund appropriations are budgeted at \$6,776,461.00, with revenues coming in at \$6,776,461.00. A small percent of cash reserves were used this year. The General Fund should have 32% in reserves at the end of the Fiscal Year.

Notable changes to the General Fund this year include:

Revenues:

- General Fund tax revenue increased slightly this year.

Expenditures:

- Department Heads were asked to keep Expenditures fair and reasonable while we address budget concerns.



Fund 2220 – Library

Revenues:

- The projected tax revenues are \$200,368.25 for this fiscal year.

Expenditures:

- The Library Board has submitted their budget to the governing body for approval.

Fund 2250 – Planning

Revenues:

- The projected revenues from the County are \$126,000 for this fiscal year, which is the same amount as last year.

Expenditures:

- The City is using current staff, Kurt Markegard, as the planning director.
- The City is also contracting with Peaks Planning when needed. The City is currently cross-training with the building department as well.

Fund 2260 – Emergency Disaster

Revenues:

- The City will not levy 2 mills this fiscal year.

Fund 2310 - Tax Increment Financing

Revenues:

- Revenues are calculated at \$1,607,244.00 for this fiscal year.

Expenditures:

- Zoning, Subdivision and growth expenditures should be expected.



Fund 2400 & 2401 – Light Districts #2 & 3

Revenues:

- Light District #2 will be assessed at a rate of \$39,663.59, and Light District #3 will be assessed at a rate of \$23,191.35.

Expenditures:

- Expenditures have increased slightly due to an increase in utility costs.

Fund 2500 – Street Maintenance

Revenues:

- The State is still responsible for street cleaning on Main Street and South 1st Avenue.
- The Street Maintenance assessment to the citizens of Laurel will be \$1,160,965.84 for street maintenance and \$18,116.02 for the sweeping districts.
- The Street Maintenance Fund will continue to receive the R-O-W fees.

Expenditures:

- Currently there are no projects scheduled.



Fund 2600 – Elena Park Maintenance District

Revenues:

- Elena Park Maintenance District will not be assessed this fiscal year due to excess cash reserves.

Expenditures:

- \$9,500 has been budgeted for Elena Maintenance District.

Fund 2702 – Expendable Grant

- Amount available for reconstruction on the North Shore of the Yellowstone River is \$150,000.

Fund 2820 – Gas Tax

Revenues:

- The total revenue for the gas tax allotment this year is \$305,234.28, which is a slight increase from last year.

Expenditures:

- The Southside Paving project will be funded through gas tax.
- No other projects are scheduled currently.

Fund 2821 – HB 473-Gas Tax

Revenues:

- There is no revenue budgeted from the state this fiscal year as they have combined this account with Gas Tax.

Expenditures:

- \$250,000 was budgeted for Street Maintenance project this fiscal year.

Fund 2917 – Crime Victims Assistance

- This fund has \$110,211.00 budgeted for a Crime Victims Program. The City Prosecutor and the Civil City Attorney are working on defining the necessity of this program for Laurel, how funds can be used, and what would best serve the community, moving forward. If these funds cannot be used towards a Victim/Witness Advocate program, they will be returned to the State, by State law.

Fund 2928 – Transit Bus Grant

Revenues:

- The City's \$43,936.00 grant to manage the bus transit system has been renewed for this fiscal year.
- General Fund will be transferring the City's match to the Transit Fund.

Expenditures:

- \$40,369.00 has been budgeted for the bus drivers that are employed by the Adult Resource Alliance of Yellowstone County.

Fund 2952 – Federal Equitable Sharing

Revenues:

- These revenues come from property confiscated by the Department of Justice during drug seizures. The property is sold, and the revenues are distributed to those agencies that are part of the DEA program. The use of the revenues received by the City is left to the discretion of the Police Chief.
- The revenues can no longer be budgeted per the Department of Justice Standard Operating Procedure for this fund.

Expenditures:

- The expenditure for this fund can no longer be budgeted per the Department of Justice Standard Operating Procedure for this fund.

Fund 3400 – SID Revolving

Expenditures:

- The cash in this fund is held for purposes of possible defaults on SID property payments. If, for some reason, there is not enough cash in the SID Funds when debt service payments are due, the cash in this fund may be transferred to the Debt Service Fund (3500 funds) to make the payment.

Fund 3401 – SID 118 Reserve

Expenditures:

- The cash in this fund is held for purposes of possible defaults on SID No. 118 property payments. If, for some reason, a property owner defaults on their payment, the cash in this fund may be transferred to the Debt Service Fund 3508 to make the payment. SID No. 118 Reserve Fund may only be used for this purpose, and monies may not be transferred to any other SID Fund.

Funds 3503 – 3508 – SID Debt Service Funds

- These funds will handle the debt service for SID's. Money is collected through the tax rolls as assessments to pay the SID bond payments.

Fund 4000 – Capital Improvement Fund /CIP

Revenues:

- The General Fund will be transferring \$180,074.00 to the cash operating account.

Expenditures:

- \$794,383.00 was budget for capital improvement projects. \$427,883.00 was budgeted for the new fire truck. There are also several parks improvement projects budgeted this year.

Fund 4001 – Capital Improvement, Streets, Sidewalks and Parks

Revenues:

- There will be no revenues received this year. Sidewalk Assessments assessed to this fund were paid in full last year.

Expenditures:

The sidewalk program will be expended out of this fund up to the available amount of \$43,984.00.

Enterprise

Funds



Fund 5210 – Water Fund

Revenues:

- The total anticipated revenue to be received is \$4,472,940.00.

Expenditures:

- A new Water Tank project is in the works. This project will extend to 2028 and will cost about \$20,000.00. The City will be applying for several grants to help fund this project.

Fund 5310 – Sewer Fund

Revenues:

- The total anticipated revenue to be received is \$2,459,007.00.

Expenditures:

- Currently no projects are scheduled.

Fund 5410 – Solid Waste

Revenues:

- The total anticipated revenue to be received is \$1,607,244.00.

Expenditures:

- Dumping Fees increased by about \$20,000 this year.

7000 Funds – Trust and Agency Funds

These funds are considered pass-through accounts. The City collects the revenues and disperses the revenue to other entities (agencies).

The FY 2025 budget, as presented, will continue to support the City's endeavor to provide exceptional service to our community, adjust to growth and demand, and improve our facilities all while considering the impacts on the City's property taxpayers.

Should you have any further questions about this year's budget, feel free to contact Myself or Clerk/Treasurer Kelly Strecker. We have provided a responsible and balanced budget that meets all the needs of the Department Heads through this fiscal year, 2025-2026. We strive every year to utilize the public funds in the best interest of the citizens, and I hope that you feel we have succeeded.

With Appreciation,

A handwritten signature in blue ink that reads "Dave Waggoner". The signature is fluid and cursive, with the first name "Dave" and last name "Waggoner" clearly distinguishable.

Dave Waggoner
Mayor

File Attachments for Item:

2. Approval of Minutes of September 9, 2025.

MINUTES OF THE CITY COUNCIL OF LAUREL

September 9, 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 6:28 pm on September 9, 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:	Michele, Braukmann, Civil City Attorney
	Brittney Harakal, Administrative Assistant
	Kurt Markegard, CAO
	JW Hopper, Fire Chief
	Sarah Naylor, Firefighter
	Susan Canape, Dispatcher

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 August 26, 2025, as presented, seconded by Council Member Sparks. There was no public comment.

Council noted two typos. The cost of the water reservoir is swapped. It should say that the cost is expected to be 20 million, not 20k. Additionally, the roll call vote is listed correctly, but it incorrectly states that the motion passed 7-0; it should be 6-1.

Motion by Council Member Mackay to table the minutes of the regular meeting of August 26, 2025, until the next Council meeting, seconded by Council Member Sparks. There was no public comment or Council discussion. A vote was taken on the motion. All eight Council Members present voted aye. Motion carried 8-0.

CORRESPONDENCE:

- Police Monthly Report - July 2025
- Irwin Resignation Letter
- Police Monthly Report - August 2025.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING:

- On-premise sale and consumption of alcohol at 203 E. Main Street.

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

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

Forrest Sanderson, Contracted Planner, reviewed the attached Staff report. The Zoning Commission voted 5-2 to recommend approval.

Council questioned whether this is an additional liquor license in the City or if it is an existing liquor license already in use in the City. It was clarified that this liquor license has existed in the City for a long time and has moved between buildings a number of times.

Council questioned what discussions the City/County Planning Board had on this item that led to the 5-2 vote. It was clarified that there were discussions of the appropriateness of the surrounding uses, but that it did pass with a vote of 5-2 to recommend approval.

The Council questioned whether this was the liquor license that originated from Sonny Oday and was subsequently transferred to the Pelican. It was further questioned why it keeps moving locations. It was clarified that yes, this is the same license that has moved to various buildings in town, and as to why, the owners of the license would need to answer that.

Council asked for clarification on what their role is here this evening. It was clarified that there are legal and civil issues. All of the boxes for the City have been checked. The civil matters are between the parties. It was further questioned if there is a liability for the City on this vote. It was clarified that all land use issues involve risk. Anytime a governing body makes a decision outside the nexus test, there is risk. Council is to consider the information that is presented and the factors set out by law when making its decisions. It is not proper to consider issues between a private seller and purchaser.

Mayor Waggoner asked if there were any proponents.

Mr. Sanderson read the attached letter from Paul Thomae, 1013 Jenae Drive.

Mayor Waggoner asked again if there were any proponents.

Jodi Roberg, 902 10th Avenue, stated she is one of the owners of the proposed Redemption Off The Rails. They want to do good for the community. She currently owns a bar in Ballantine. She acknowledged the concerns regarding being located next to AA. They plan to have mocktails available as well. They plan to have a higher-end menu and a lower-end menu. They have hired the chief from the Rib and Chop.

Mayor Waggoner asked again if there were any proponents. There were no additional proponents.

Mayor Waggoner asked if there were any opponents.

Samantha Decker, 512 Hazel Avenue, stated the Owl has never been a bar; when it was owned by Linda Frickle, it was not a bar. They have not gotten the issues with the license fixed.

Mayor Waggoner asked two (2) more times if there were any opponents. There were no additional opponents.

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

Mayor Waggoner closed the public hearing.

- Zone Change from R-6000 to RMF Ironhorse Subdivision.

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

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

Forrest Sanderson, Contracted Planner, reviewed the attached staff report. This request is for all of block 6 and lots 1&2 of block 7. The Zoning Commission recommends that the request is inconsistent with the Growth Management Plan. Their vote was 4-3.

Council asked if Mr. Sanderson could describe the reason for the decision. He clarified that his role is to represent what the majority of the Zone Commission voted for. There were discussions on infrastructure concerns.

Council questioned what the concerns were regarding infrastructure. The concerns were regarding sidewalks, streets, and concerns that RMF allows for fourplexes. The developer's agent did not present fourplexes; they would like to do similar development to what is directly below the ditch. It was further clarified that the Ironhorse Subdivision was built in 2 phases. Below the Nutting Drain was built in phase 1. During that process, the developer ran a water line from 1st Avenue to create water redundancy to the subdivision. They also have a water line coming up from E. Maryland Lane.

Mr. Brown installed water, sewer, and street infrastructure for Phase 2 a few years ago. Sidewalks, curbs, and gutters get built when the homes are built. The request is in regards to density. This subdivision was approved in 2005. Currently, the City does not have many lots available to build on. The developer is requesting a change in zoning. It was noted that the Council will not be voting on this item tonight. Staff's recommendation is to approve the request. The Zone Commission's recommendation is to deny the request. Council gets to choose how they would like to proceed.

Council noted that R-6000 allows for duplexes. It was clarified that the issue is the setback requirements of R-6000, which make it difficult or impossible to build on certain lots in certain situations.

Council questioned whether there were height restrictions. It was clarified that all zoning types have height restrictions. It was further questioned what the height restrictions are. It was clarified that RMF limits are 44 or 45 feet. R-6000 height restriction is 35 feet.

The Council questioned whether there were fourplexes in the area. It was clarified that there are adjacent properties to the requested lots. It was further questioned if the infrastructure can keep up with the current buildings. It was clarified that the infrastructure is sufficient for the subdivision.

The Council questioned whether allowing for the zone change could also allow for larger streets. It was further questioned if there would be congestion on the street. It was clarified that the streets are built to the urban standards. There is no excess right-of-way.

Mayor Waggoner asked if there were any proponents.

Kolton Knatlerod, IMEG, stated he is the agent for the developer. The primary purpose of this request is for the lot coverage. The request is for the same zoning designation as directly below the ditch. There are 8in water and sewer mains throughout the development.

Marvin Brown, Iron Horse Subdivision Developer, stated in 2010 that the cost of a lot was \$50k and could be built for \$ 130 per square foot. In 2025, the infrastructure cost per lot was 50k. The cost of the lot is now much higher. The cost per square foot has also increased substantially. To create affordable housing, a higher density and larger units are required. The state legislator has identified the need for affordable housing options. He has put a lot of money into this investment. He will be working with St. John's in the area closest to them. He handed out the attached plan for the lots he is being asked to rezoned.

Mayor Waggoner asked again if there were any proponents.

Council questioned whether these will be sold or if they will be rentals. It was clarified that these will be townhomes and will be sold separately. Council noted that many have a dream of owning their own home. Will these be separated into smaller homes, or will they share a wall? It was clarified that there will be a common wall. The RMF zoning allows for 40% lot coverage. The developer plans to incorporate water features throughout the development.

Mayor Waggoner asked again if there were any proponents. There were no additional proponents.

Mayor Waggoner asked if there were any opponents.

Ron Benner, 1408 E. Maryland Lane stated that there were different comments presented tonight than what were present during the City/County Planning Board meeting. The City/County Planning Board was told these would be threeplexes. Once the lot is zoned RMF, the City is out of the picture. He wants duplexes as there are bad streets on E. Maryland Lane, Ridge Drive, and Alder Avenue. There are now two schools adjacent to this subdivision, and no sidewalks. This is not safe for kids. He questioned where cars would park. RMF does not require two parking spots per dwelling unit. He personally has been blessed by the trailer courts built near him. He wants affordable housing, just in another area of town. He does not want the increased traffic by the school. He does agree that the water and sewer are sufficient. Once the zoning is changed to RMF, they cannot limit the size of the development.

Mayor Waggoner asked two (2) additional times if there were any opponents. There were no additional opponents.

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

DRAFT

Mayor Waggoner closed the public hearing.

- Annexation of Cherry Hill Fourth Filing and Zoning R7500

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

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

Forrest Sanderson, Contract Planner, reviewed the attached Staff report. The Zoning Commission is recommending both annexation and zoning designation of R-7500. The Zoning Commission is also recommending three advisory recommendations, using the cash in lieu money to create a park near the subdivision, create an SID to connect W. Maryland Lane to NW Maryland Lane, and allowing a variance to the public works standards to allow a curb walk to improve the wetlands area.

Council questioned who would be paying for the installation of the bridge. It was clarified that any benefited properties would be included in a Special Improvement District to cover the cost of the bridge. It was further questioned if properties in the County could be included in the SID. It was clarified that it would need to be coordinated with the County. It was further questioned how many properties would be affected by this SID. It was clarified that the specific number of properties has not been identified yet. It was further clarified that the bridge is a separate issue from the annexation.

Council questioned how they could add the advisory recommendation to be included in this resolution. It was clarified that each of those items was separate from the annexation and zoning designation request. The Council reiterated that these advisory recommendations are excellent and did not want them to be lost or left incomplete.

Council questioned if there is a safe way for the Fire Department to get in and out of the development. It was clarified that the Fire Department is part of the review process. The only comment they provided was that they would like to see the bridge installed; however, there is sufficient space to accommodate their needs.

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

Mayor Waggoner asked if there were any opponents.

The Contract Planner read the attached email from Alina Pederson.

Mayor Waggoner asked two (2) additional times if there were any opponents. There were no additional opponents.

Council questioned whether there is a flood report. It was clarified that there are designated wetlands in the area. This is a preliminary plot. This is permission to proceed. They will have to meet the public works standards. There will also be a development agreement to come before the Council as well. This allows Staff to move forward with meeting with the developer to work out all of these details. If there is a valid concern with flooding, it will be dealt with appropriately. DEQ will review and approve stormwater. This is a jurisdictional wetland, which DEQ will take into account through its approval process.

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

Mayor Waggoner closed the public hearing.

- Variance for signage of Loves Travel Stops and Country Stores.

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

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

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

Council questioned why the City has a height limit and why do we need short signs. Our ordinance limits the height of a structure. A sign is a structure. However, special circumstances may warrant a much taller structure. In this instance so it is visible to the traveling public.

Mayor Waggoner asked if there were any proponents.

The Contracted Planner read the attached letter from Paul Thomae of 1013 Jenea Drive.

Mayor Waggoner asked again if there were any proponents.

Shawn Baker, Loves Truck Stops, reviewed the attached handouts. Large traveling traffic takes much longer to be able to safely change lanes and exit the interstate. They follow the recommendations of the US Safety Council, which recommends signs be visible at .8 miles from the exit.

Council questioned whether there would be additional signage, like billboards. Mr. Baker stated that at this point, there are no billboards before the exit that are available. The waitlist is two years out. They are the wait list for those billboards; however, the existing business has first dibs on renewing their contract before the waitlist is offered the space.

Mayor Waggoner asked again if there were any proponents. There were no additional proponents.

Mayor Waggoner asked if there were any opponents.

Ron Benner, 1408 E. Maryland Lane stated there are zoning rules for a reason. This is a 300% increase in the variance. 120 feet to 150 feet is a 12-story building. He agreed that traffic patterns are important; however, what will the surrounding community going to see? This will impact all homeowners on a daily basis. The tallest flagpole in Montana is 130 feet. That flag is 40 feet by 50 feet and can be seen from far away. The tallest tree in Montana is 163 feet in height. He handed out the attached diagram showing the homes that will be affected by this decision. The applicant purchased the land knowing of this issue. He stated that we do not need a 145-foot sign; it can be reduced to 100 feet. He also noted that there is a billboard currently advertising the Hardin location and questioned why that billboard could not be used to advertise this location.

Mayor Waggoner asked again if there were any opponents.

Bill Tiefenthaler, 2331 US Highway 10 W, stated he lives half a mile from this intersection. This sign will be visible 24/7 and will be an eyesore. It will be in his backyard. He encouraged them to get some billboards instead. He understood that 45 feet was not enough, but 145 feet was too much; this sign could be much less. They are building whether they get the sign or not.

Mayor Waggoner asked again if there were any opponents.

Contrella Peterson, 39 Figgins Circle, stated that this sign will be in her backyard. It will affect the visibility and light. She is not opposed to them having a sign; however, this extreme variance is her issue. There is nothing between where they are building and the interstate. There are no trees between their location and the interstate either. She understands that they need a sign for business, but they have other ways of advertising. Many people have it mapped out before they leave for a trip, where they plan to stop. There will also be more development in the area. If the City gives the first one, then everyone else will want equally high signs. She cannot look across the pond without seeing the sign. She has also spoken to Randy Remmington, who relayed to her that she was also in opposition to this sign. She also questioned whether the installation of water and sewer would affect the irrigation ditch.

The Mayor clarified tonight that the item is the sign.

Mayor Waggoner asked again if there were any opponents.

Cody Love, 15 19th Ave W, stated he is both an opponent and a proponent. They have invested 22 million into developing this property. They need to advertise in order to recover their investment. This area is going to become commercial. Does he like it? No. Will it hurt his Airbnb? He does not know. It is a commercial property. They lived in the home for 20 years and moved because they knew progress was coming. This is no different than the power plant or the refinery. He is both for and against this action.

Mayor Waggoner asked again if there were any opponents.

Gloria Alwin, who lives on Golf Course Road, stated she is opposed to having the sign that tall. She will be able to see the sign. It is hard enough having a truck stop coming in. She understands that progress is coming, but once you put the sign up, everyone else is coming too.

Mayor Waggoner asked again if there were any opponents.

Cody Love, 15 19th Ave W, asked if the interstate is a State highway.

It was clarified that they use federal funding to improve the interstate, but the State is in charge of the funding.

Mr. Love questioned whether semis could not use their Jake brakes; he would want to see that implemented rather than having an issue with the sign.

Mayor Waggoner asked again if there were any opponents.

Denis Alwin, who lives on Golf Course Road, questioned whether the sign would be lit all night or if the sign would be flashing.

It was clarified that the sign will be lit all night, but there will be no flashing components.

Mayor Waggoner asked again if there were any opponents.

Mike Murphy, 10 Figgins Circle, asked to please have the sign lowered. This sign will be obnoxious.

Mayor Waggoner asked again if there were any opponents.

Dan Hughs, 15 Figgins Circle, stated he likes to sit on the pond and look at the mountains. This sign will be an eyesore.

Mayor Waggoner asked again if there were any opponents. There were no additional opponents.

Mayor Waggoner asked Staff to clarify if Council could choose a different sign height.

Mr. Sanderson stated the Council could choose to reduce the height of the sign. The Zoning Commission recommended the height be 145 feet with a vote of 6-1.

The Council questioned whether, if they chose to reduce the sign height, they would table this resolution and request the change be made for the next Council cycle. It was clarified that yes, that would be the appropriate process.

Mayor Waggoner closed the public hearing.

CONSENT ITEMS:

- **Claims entered through September 5, 2025.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Approval of Payroll Register for PPE 8/31/2025 totaling \$279,256.38.**

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 or Council discussion.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of August 26, 2025.

- Park Board Minutes of August 7, 2025.
- Laurel Urban Renewal Agency Minutes of August 25, 2025.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Appointment of Michelle Mize to the Tree/Park Board for a four-year term ending December 31, 2028.**

Motion by Council Member Banks to approve the Mayor's appointment of Michelle Mize to the Tree/Park Board for a four-year term ending December 31, 2028, seconded by Council Member Canape. 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.

- **Appointments of Cody Olvera, Keith Guy, Justin Lackore, and Jarit Fitchener to the Laurel Volunteer Fire Department.**

Motion by Council Member Wheeler to approve the Mayor's appointment of Cody Olvera, Keith Guy, Justin Lackore, and Jarit Fitchener to the Laurel Volunteer Fire Department, 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.

- **Appointment of Kay Wilcox to the Library Board for a five-year term ending June 30, 2030.**

Motion by Council Member Mize to approve the Mayor's appointment of Kay Wilcox to the Library Board for a five-year term ending June 30, 2025, 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. R25-78: Resolution Of The City Council To Approve A Conditional Use Permit For The Owl Café To Allow On-Site Sale And Consumption Of Alcohol At 203 East Main, Laurel, Montana**

Motion by Council Member Sparks to approve Resolution No. R25-78, seconded by Council Member Wilke. There was no public comment or Council discussion. A roll call vote was taken on the motion. Council Members Sparks, Banks, Mackay, Wheeler, and Mize voted aye. Council Members Wilke, Klose, and Canape voted no. The motion carried 5-3.

- **Resolution No. R25-79: Resolution Of The City Council Approving The Preliminary Plat Of The Property Legally Described As Parcel 1a Of Certificate Of Survey 3034, Amended (24), Being The Proposed Cherry Hill Subdivision, 4th Filing, Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Initial Annexation And Concurrent Approval Of Zoning Designation Upon Annexation Of The Property**

Motion by Council Member Canape to approve Resolution No. R25-79, seconded by Council Member Wilke. There was no public comment or Council discussion. A roll call vote was taken on the motion. Council Members Sparks, Banks, Wilke, Mackay, Klose, Wheeler, Mize, and Canape voted aye. Motion carried 8-0.

- **Resolution No. R25-80: A Resolution Of The City Council Approving The Variance Requested By Love's Travel Stops & Country Stores To Allow Signage Exceeding The Height Limitations Of The Highway Commercial Zoning District.**

Motion by Council Member Mackay to approve Resolution No. R25-80, seconded by Council Member Wilke. There was no public comment.

Council questioned if the sign is visible .8 miles out, a recommendation or law. It was clarified that it is a recommendation to allow traffic to exit the roadway safely.

Council noted that it was stated during the public hearing that there is concern that approving this sign sets a precedent for future variance requests. It was clarified that similar variance will need to have a

heightened level of scrutiny. It is imperative to list specific reasons for issuing the variance so that it cannot be seen as discriminatory later on.

The Council noted that during the public hearing, it was mentioned that a billboard currently advertising the Hardin location is available; why can't it be used? It was clarified that the billboard is located off the eastbound lane past the exit, so it cannot be used to advertise this location.

Council questioned if there was consideration for a lower sign. It was clarified that the range recommended to offer a safe exit was still 105 feet to 145 feet.

A roll call vote was taken on the motion. Council Members Sparks, Banks, Wilke, Mackay, Klose, Wheeler, and Canape voted aye. Council Member Mize voted no. Motion carried 7-1.

- **Resolution No. R25-81: A Resolution Of The City Council Approving A Conditional Use Permit For Love's Travel Stops & Country Stores, Based Upon The Recommendation Of The Laurel Zoning Commission.**

Motion by Council Member Mize to approve Resolution No. R25-81, seconded by Council Member Wilke.

The Contracted Planner reminded Council that a formal public hear was not needed on this item. The Zoning Commission unanimously voted a favorable recommendation for this item.

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. R25-82: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting**

Motion by Council Member Wilke to approve Resolution No. R25-82, 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.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

There is a meet the candidates event tomorrow at 6:00 pm at The Yogurt Shop. It is an opportunity for the community to interact with the candidates who are running for various elected positions.

Fall Festival will be this Saturday. The street in front of City Hall will be closed.

On Thursday, there will be a 9/11 Memorial Service at 11:00 am at the Montana Firefighters Memorial.

Also, the Theo Fitchner Foundation donated 16k to the Montana Firemen's Memorial last week.

COUNCIL DISCUSSION:

The next Public Works Committee meeting will be on Monday at 6:00 pm in Council Chambers.

MAYOR UPDATES:

The paving on the Southside will start soon.

Also, Council Member Klose was recently recognized by the District Commander of the American Legion for his recruitment and participation in the National Legion.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

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

There being no further business to come before the Council at this time, the meeting was adjourned at 8:31 pm.


Brittney Harakal, Administrative Assistant

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 23rd day of September, 2025.

Dave Waggoner, Mayor

Attest:

Kelly Strecker, Clerk/Treasurer

September 9th Sign in Sheet

Shawn Baker - Loves Travel Staff

Cody Love - Se LR

Contrell Peterson

Tony Roberg

Jodi Roberg

Brandon Elus

Samantha Decker

Bill Tiefenthaler

KOLTEN Knatterud - IMEG

William Nuttall - 1306 Old Hwy 10 West

BRET MCKENNEY

Ron Benner - Loves Iron Horse

MARVIN BROWN IRON HORSE Dev.

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Director of Public
Works

Zoning Commission Recommendation
CONDITIONAL USE PERMIT REPORT CUP-25-02
Owl Café – On Premise Alcohol Sales and Consumption
August 25, 2025

INTRODUCTION

On Friday, June 27, 2025, Shelly Van Atta submitted a Special Review Application for onsite sales and consumption of alcohol within the Laurel Central Business Zoning District (CBZD). The property involved in the request is the Owl Café owned by Jodi Roberg, 203 East Main, and is described as Laurel Realty Subdivision, Block 2 Lots 7, 8, and 9, Section 09, Township 02 South, Range 24 East, P.M.M., City of Laurel, Yellowstone County, Montana.

The project will be presented to the Laurel – Yellowstone City County Planning Board on August 20, 2025, with a recommendation to the Laurel City Council for final decision in late September.

PLANNER RESPONSIBILITY

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

STANDARD OF REVIEW Zoning Commission/City Council

- The request complies with the requirements of §17.68.040 of the City of Laurel Zoning;
- The request is consistent with the objectives and purpose of Title 17 of the Laurel Municipal Code;
- The proposed use is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;
- The zoning commission shall consider and may impose modification or conditions concerning, but not limited to:
 - Street and road capacity,
 - Ingress and egress to adjoining streets,
 - Off-street parking,
 - Fencing, screening and landscaping.
 - Building bulk and location,
 - Usable open space,
 - Signs and lighting,
 - Noise, vibration, air pollution and similar environmental influences.

VARIANCES REQUESTED

N/A. None Requested.

RECOMMENDATION:

The Zoning Commission (on a 5-2 Vote) finds that the application, supporting documentation meet or exceeds the Standard of Review and Recommends that the City Council approve the Conditional Use for the onsite sale and consumption of alcohol at the Owl Café (203 East Main, and is described as Laurel Realty Subdivision, Block 2 Lots 7, 8, and 9, Section 09, Township 02 South, Range 24 East, P.M.M., City of Laurel, Yellowstone County, Montana).

Brittney Harakal

From: Paul Thomae <ptthomae48@gmail.com>
Sent: Tuesday, September 9, 2025 11:25 AM
To: Brittney Harakal
Subject: on premise sale and consumption of alcohol

My name is Paul Thomae 1013 Jenea Dr Laurel For the people at 203 E Main street who are asking to be able to sell alcohol in their Restaurant and also have gaming machines. This is an old liquor license that has been around for years, it just hasn't been used for awhile. The lady said that they are going to serve bar food as well as steaks and other good meals and they hope in time that they will serve breakfast. Laurel needs more choices to eat at. The Edgar bar is one of my favorite places to eat. They serve alcohol and have gaming machines. I go there for the great food, and you need a reservation to get in most times. You look around Sids, Fowl play, The Palace, the Carlton they all serve alcohol all but one have gaming machines. As a past business owner I feel these people need to be given all the tools to help them succeed. They need your approval to be able to make their dream a reality, they say that they have hired a good cook. Maybe this can be the next Edgar Bar, or Grizzly Bar, we'll never know if they don't get a chance to succeed. Please keep in mind this is not a casino like the five in the vicinity of the corner of 1st ave and south 4th who do not serve food. To my understanding it's a restaurant with the ability to serve alcohol and have some gaming machines, verify that with them. I was a businessman for 25 yrs here and 43 years later what we started is still here providing a service for Laurel. I know what it is to have a dream and want to succeed. Thank You so much for your time.

CITY HALL
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City Of Laurel

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Office of the City Planner

ZONING COMMISSION RECOMMENDATION ZC-25-01
Marvin Brown - Iron Horse Station Subdivision Zone Change Request
August 27, 2025

R-6000 to RMF

BACKGROUND:

The City of Laurel is an incorporated City within the State of Montana with powers established under the Constitution of Montana XI.4. The power and processes for the City to establish zoning regulations are found in §76-2-301 et. seq. M.C.A.

Mr. Brown was the original developer for the Iron Horse Station Subdivision. The original intent was to create a mixture of lots and lot sizes that would accommodate a wide array of housing opportunities with the primary focus being on one- and two-family dwellings. Over time, the perceived demand for new lots within the City of Laurel have changed in the opinion of the owner but it is important to remember that just because the property is zoned multi-family that a purchaser of any given lot may construct a single family residence. Our charge is to consider the rational nexus for the adoption of zoning in the City of Laurel.

The application materials address several other points that outline the anticipated benefits of the project. The application materials are incorporated into this report by reference.

LEGAL DESCRIPTION:

All of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana. In general, the properties front along Great Northern Road.

APPLICANT(S):

Marvin Brown – Iron Horse LLC
PO Box 80661
Billings MT 59108

EXISTING CONDITION:

The subject property is a platted residential subdivision. The property is served by public water, sewer, streets, solid waste, is surrounded by RMF and CC Zoning Designations, and is greater than 2.07 acres in size.

PROCESS:

- The application for a Zoning Map Amendment (Zone Change) was submitted on June 30, 2025, and is scheduled for a public hearing on August 20, 2025 by the Laurel Zoning Commission.
- The Zoning Commission following the Public Hearing may not make changes to or conditional modifications to the zoning and map. The change may only be recommended for approval or denial. In either case, the decision must be supported by findings of fact and conclusions related to the rational nexus for the adoption of zoning or zoning amendments.
- Those findings of fact and conclusions as well as the record minutes of the public hearing will be submitted to the City Council for consideration, hearing and final decision.
- The City Council will conduct a duly noticed Public Hearing on the Zoning Commission recommendation and an Ordinance of the City Council on First Reading.
 - Should the Zoning Commission recommendation be denial and it is upheld by the City Council on First Reading, the request is deemed denied.
 - Should the Zoning Commission recommendation for approval pass on First Reading, another public hearing and Second Reading and adoption will be scheduled.
- If passed on Second Reading, the new zoning map assignment would become effective 30-days post Second Reading.

ZONES INVOLVED: Existing and Proposed

- R-6000 - Residential 6000 District.
 - The residential-6000 zone is intended to promote an area for a high, urban-density, duplex residential environment on lots that are usually served by a public water and sewer system.
- RMF – Residential Multifamily District.
 - The residential multifamily zone is intended to provide a suitable residential environment for medium to high density residential dwellings; and to establish, where possible, a buffer between residential and commercial zones.
- CC – Community Commercial District.
 - The community commercial classification is primarily to accommodate community retail, service, and office facilities offering a greater variety than would normally be found in a neighborhood or convenience retail development. Facilities within the classification will generally serve an area within a one-and-one-half-mile radius and are commensurate with the purchasing power and needs of the present and potential population within the trade area. It is intended that these business facilities

be provided in business corridors or islands rather than a strip development along arterials.

RATIONAL BASIS OF ZONING:

In the State of Montana, all jurisdictions proposing to zone or rezone property or to adopt or revise their zoning regulations must issue findings of fact on a twelve-point test that constitute the rational nexus/legal basis for the adoption of a zoning district, zoning regulations, or changes to zoning or zoning regulations. This rational nexus is called the “Lowe Test”.

I. Is the zoning in accordance with the growth policy;

Findings of Fact:

- Both the RMF and R-6000 are generally applicable, City Established, zoning districts.
- The requested zoning is based in the Growth Policy. A simple look at the Growth Policy and future land use map will verify that the requested zone assignment is consistent with the text and mapping components of the Growth Policy.
- The Growth Policy, Future Land Use Map, designates the property as Residential. The Residential designation supports zoning assignment from R-7500 to RMF.
- The RMF designation is typically reserved for areas of proposed development, redevelopment or in areas where adaptive reuse of existing structures that are associated with significant land ownership is contemplated.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.

Conclusion: The requested zoning is in accordance with the Growth Policy and other adopted rules and regulations of the City of Laurel.

II. Is the zoning designed to lessen congestion in the streets;

Findings of Fact:

- The proposed zoning encourages compact walkable development as well as expanded opportunities for new uses.
- The property is located within reasonable walking distance of the Central Business District and adjacent to Community Commercial. As such, the residents would be able to walk or bicycle to essential services which would by default reduce the vehicular traffic on the streets.
- The proposed zoning encourages compact urban development as such the need for vehicular travel is limited.

- The property is located where all the necessary public infrastructure exists.
- The proposed zoning in conjunction with the development standards adopted with the Subdivision Regulations will provide for flow through development, logical extension of the gridded infrastructure network, and encourage pedestrian- friendly growth.

Conclusion: The requested zone should lessen congestion in the streets by ensuring orderly growth and development of the property that is consistent with the proposed zoning and other regulations adopted by the City of Laurel.

III. Is the zoning designed to secure safety from fire, panic, and other dangers;

Findings of Fact:

- The proposed zoning will provide for consistency in development along with provision of police and fire protection.
- The proposed zoning incorporates enforcement of development standards, setbacks and compliance with the other development standards adopted by the City of Laurel.
- In addition to the zoning, the City of Laurel enforces the International Building Codes. The combination of regulations are life safety driven.
- The proposed zoning has restrictions on lot coverage, grading and development on steep slopes and other areas that are potentially hazardous. The difference between R-6000 and RMF is minimal.

Conclusion: The requested zoning along with other regulatory standards should provide safety for residents and visitors to the city from fire, panic and other dangers.

IV. Is the zoning designed to promote health and the general welfare;

Findings of Fact:

- The proposed zoning imposes setbacks, height limits and building restrictions.
- The proposed zoning groups together like and consistent uses within existing neighborhoods.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- In addition to the zoning, the City of Laurel enforces the International Building Codes. The combination of regulations are life safety driven.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- The current zoning regulations restrict development in hazardous areas.

Conclusion: The grouping together of like and consistent uses promotes the health and general welfare of all citizens of the City of Laurel. Further, the requested zoning is substantially consistent with the land use in the surrounding neighborhoods.

V. Is the zoning designed to provide adequate light and air;

Findings of Fact:

- The proposed zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The only difference between the existing and proposed zoning is the building height limit and lot coverage.
- The issue of lot coverage was diminished, in part, by the passage of legislation in the 2023 session.
- The proposed zoning implements the concept that the City of Laurel was developed historically on a gridded network. Both the existing and proposed zoning requires the perpetuation of this pattern. In doing so as the City plans for growth, the spacing and layout of new development will facilitate provision of light and air to new development.

Conclusion: The proposed zoning ensures the provision of adequate light and air to residents of the City through a continuation of the dimensional standards and other development limitations.

VI. Is the zoning designed to prevent the overcrowding of land;

Findings of Fact:

- The proposed zoning imposes minimum lot size, use regulations and other limitations on development.
- The amenities and parking associated with the proposed zoning can be contained within the subject property.
- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The area involved in the proposed rezoning is in excess of 2.07 acres.

Conclusion: The existing development standards of the requested zoning prevents overcrowding of land.

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

Findings of Fact:

- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The requested zoning is one of four residential zoning districts that provide a continuum of residential densities and manage development to create land use compatibility.
- The requested zoning imposes minimum lot sizes, maximum number of residences on a single parcel and setback standards.
- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.

- The area involved in the proposed rezoning is in excess of 2.07 acres.

Conclusion: The proposed zoning prevent the undue concentration of population by encouraging the most appropriate use and residential density at any given location within the jurisdiction.

VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;

Findings of Fact:

- The requested zoning establishes minimum standards for the provision of infrastructure such as roads, sidewalks, water sewer, wire utilities and storm water management.
- The requested zoning encourages compact urban scale development and groups together similar uses that will not detract from the quality of life expected in Laurel while providing the economies of scale to extend water, sewer, streets, parks, quality schools and other public requirements.
- The property for the requested zoning is served by City streets, water and wastewater systems.
- The parent subdivision provided parkland as provided by the Laurel Subdivision Regulations and the city has numerous developed parks and recreational opportunities.

Conclusion: The area affected by the requested zoning is served by insure the adequate transportation, water, sewerage, school, parks, and other public requirements.

IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;

Findings of Fact:

- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The area involved in the proposed rezoning is in excess of 2.07 acres. The property abuts additional RMF zoning designations.
- The uses and development patterns between R-6000 and RMF are subtle. It is for this reason that the Growth Policy supports a wide range of residential zoning designations within the City.
- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.

Conclusion: The requested zoning gives due consideration to the character of the existing neighborhoods within the city as well as suitability for the particular uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;

Findings of Fact:

- The RMF is a generally applicable zoning district within the City of Laurel.
- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.

Conclusion: The requested zone gives reasonable consideration to the peculiar suitability of the property for its particular uses.

- XI. Will the zoning conserve the value of buildings;

Findings of Fact:

- The requested zone groups together like and consistent uses and is consistent with the existing zoning in the various neighborhoods of the City of Laurel.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.
- The proposed zoning reinforces that residential buildings will continue to be used for equal or greater potential residential purposes.

Conclusion: The requested zoning will conserve or in many cases enhance the value of buildings.

XII. Will the zoning encourage the most appropriate use of land throughout the municipality?

Findings of Fact:

- The proposed zoning and zoning map provide for transitional areas between uses that may be incompatible.
- The requested zoning expands an existing mixed-use residential district that is specifically intended to ease the transition between residential and commercial uses.
- The requested zoning is consistent with the type of development that exists and is occurring in the surrounding neighborhood.
- Providing a healthy mix of residential properties is in the best interest of the city, property owners and potential buyers.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.
- RMF is and has been assigned adjacent to both the R-7500 and R-6000 zoning assignments. With all but one of the current assignments being adjacent to R-6000.

Conclusion: The requested zoning should encourage the most appropriate use of land not only in the neighborhood but throughout the City of Laurel.

OTHER NOTABLE FACTORS:

- The mandates associated with SB 382 and other legislation passed during the 2023 Legislative Session requiring communities with greater than 5,000 population to increase opportunities and options for housing within the community.

RECOMMENDATION:

The Zoning Commission finds that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy; that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process. Further, that the Zoning Commission recommend that the City Council DENY the Zoning Classification of RMF on all of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (on a 4-3 vote).



8-30-2025

IRON HORSE STATION

A New Senior Living Community

Great Northern Road

Laurel, Montana

[illegible]



1 Overall View of 36 Units



2 View from Entrance-36 Units

REVISION SCHEDULE		DATE	BY
NO	DESCRIPTION		



47

ARCHITECTS & LAND USE

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IRON HORSE STATION

A New Senior Living Community

Great Northern Road

Laurel, Montana

A303

8-30-2025

IRON HORSE STATION

36 UNITS



LAUREL CITY-COUNTY PLANNING DEPARTMENT

ZONING COMMISSION RECOMMENDATION

TO: Laurel City Council
FROM: Laurel-Yellowstone Planning Board and Zoning Commission
RE: Annexation, Initial Zoning, and Preliminary Plat of the Cherry Hill Subdivision, 4th Filing
DATE: August 26, 2025

DESCRIPTION OF REQUEST

Morrison-Maierle has submitted an annexation application, request for initial zoning and preliminary plat application for the Cherry Hill Subdivision, 4th Filing on behalf of the property owner/developer. The proposed Cherry Hill Subdivision 4th Filing is a 48-lot residential subdivision located on property west of Cherry Hills Drive and W. Maryland Lane in north-west Laurel. Approval of annexation and zone change would bring 18.07 acres of land into the City of Laurel and enable the proposed Cherry Hill Subdivision, 4th Filing to connect to the City water, wastewater, and street system.

Agent: Martin Gagnon PE – Morrison – Maierle Inc
Owner: Robert Stoltz
Legal Description: S08, T02 S, R24 E, C.O.S. 3034, PARCEL 1A, AMD(24)
Address: Approximately 1800 West Maryland Lane
Parcel Size: 18.07 acres
Existing Land Use: Agricultural, vacant.
Proposed Land Use: Residential Subdivision, 48 Lots
Existing Zoning: County - Residential Tracts
Proposed Zoning: Residential 7500 (R-7500)

BACKGROUND AND PROCEDURAL HISTORY

- April 16, 2025 - Pre-Application meeting with Morrison-Maierle and City/County Staff
- July 2, 2025 – Cherry Hill Subdivision, 4th Filing Annexation application and preliminary plat application submitted to the City.
- July 2-7, 2021 –Element Review letter to Morrison-Maierle. All elements required by LMC Chapter 16, Appendix F were present in the application.

- July 15, 2025 – Sufficiency Review letter to Morrison-Maierle. All elements required by LMC Chapter 16, Appendix F were deemed sufficient to move the application forward. Certain comments were noted by the Planning Director from city various departments.
- August 20, 2025 – A Public Hearing is scheduled by the Planning Board on the proposed Annexation, Initial Zoning, and Subdivision applications.

STAFF FINDINGS

1. Applicant has submitted an application for annexation and preliminary plat containing all the necessary components needed for both to move forward.
 - a. The annexation petition is consistent with the City of Laurel Annexation Policy.
 - b. The requested Zoning Assignment is R-7500.
 - i. The R-7500 assignment is consistent with the Growth Policy, surrounding land uses, zoning, and is the minimum required by the Laurel Annexation Policy.
2. Applicant has provided additional details of subdivision plans and documents where necessary.
3. Applicant has worked with multiple city departments to determine effectiveness of the proposed utilities for the property.
4. Applicant has provided updated documents whenever required by City departments.
5. City staff determined that the applications for annexation and preliminary plat were sufficient to move forward to Planning Board and City Council.
6. City staff have found only minor issues with the applications that require conditions of approval prior to the final plat approval stage.
7. The public noticing requirements of LMC 16.03.030 have been met.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC Chapter 16.03.040 - Staff and Agency Review:

- A. Review Procedure Schedule. Upon receipt of a complete and sufficient major preliminary plat application, the planning director or designee shall schedule the plat before the city-county planning board.
- B. Submittal Distribution. Planning staff shall distribute the application to all affected city and county departments, local, state, and federal agencies, school districts and public utilities for review as appropriate and indicate the review timeframe. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the AGB.
- C. Plat Review. The planner shall review the major subdivision plat submittal and make a staff report of issues, concerns, conditions, or recommendations and send out the list to the planning board members with the agenda of the meeting at which the plat is to reviewed; a copy must also be sent to the subdivider or his representative.

- D. **Hearing Notice.** The planning board shall hold a public hearing on all major and applicable subsequent minor preliminary plat applications, placing a notice in a newspaper of general circulation in Laurel not less than fifteen days prior to the date of a public hearing. The planner shall also notify the subdivider and each property owner of record, and each purchaser under contract for deed of record of property immediately adjoining land included in the plat and located within three hundred feet of the proposed subdivision by certified mail not less than fifteen days prior to the date of hearing (MCA § 76-3-605(3)).
- E. **Planner's Report.** The planner shall prepare a draft findings of fact (the effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety as per MCA § 76-3-608(3)(a)) for review by the planning board. The planner shall also forward the recommendation of the planning board to the AGB including basis for such recommendation and its compliance with adopted Growth Management Plan, the Bike/Ped Plan, and other adopted city and county plans and policies in writing no later than ten days after the public hearing (MCA § 76-3-605(4)).
- F. **Subsequent Hearing.** Before acting on the subdivision application, the AGB shall determine whether, subsequent to the public hearing, new information has become available or information that the public has not had a reasonable opportunity to examine. If so, the AGB may act on the subdivision application in accordance with this chapter or schedule a subsequent public hearing for consideration of only the new information that may have an impact on the findings and conclusions that the AGB will rely upon in making its decision on the proposed subdivision. The AGB may chose to hold the subsequent public hearing or may direct the planning board to hold it. In either case, the subsequent public hearing shall be held at the next scheduled meeting for which proper notice for the public hearing on the subdivision application can be provided.

If a subsequent hearing is held, the sixty- or eighty-day working day review period is suspended, and the new hearing must be noticed and held within forty-five days of the AGB's determination to hold a subsequent public hearing. The sixty- or eighty- working day review period will resume from the date of the subsequent public hearing. The governing body may not consider any information that is presented after the subsequent hearing (MCA § 76-3-615).

- G. **Subdivider's Preference.** The AGB shall give due weight and consideration to the subdivider's expressed preferences if the AGB requires mitigation of significant adverse impacts (MCA § 76-3-608(5)(b)).

In reviewing a subdivision and when requiring mitigation, the AGB may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (MCA §76-3-608(5)(a)).

The AGB shall send the subdivider written notice of its decision and the reason therefore. (MCA § 76-3-608(4)).

RECOMMENDATIONS

Advisory Recommendations to the City Council:

1. The Planning Board encourages the City Council to use the Cash-in-lieu of Parkland for the 4th Filing to improve the dedicated Parkland associated with the Cherry Hill Subdivision developments. Such improvements could include, irrigation systems and playground equipment.
2. That the City Council accept the offer to prepare all of the documentation to create a Special Improvement District for the installation of the bridge across the Big Ditch. The Planning Board recognizes that there are significant challenges that must be overcome, but the east -west connection of West Maryland and NW Maryland from 1st Ave to Golf Course Road are crucial to the future growth and development of the City of Laurel.
3. That the City Council accepts the minor street design modifications and allow for curb walk in those portions of the subdivision where the road network is located within regulated wetlands. This minor modification has been requested by the US Army Corps of Engineers and would require that the owners within the 4th filing ensure that the snow is removed from the sidewalks in addition to their individual lots.

The Planning Board recommends that the City Council approve the Annexation and Initial Zoning, and Preliminary Plat of the proposed Cherry Hill Subdivision, 4th Filing to Residential R-7500 with the following conditions.

1. The Annexation Agreement, Waiver of Right to Protest, and the City Council Resolution approving annexation shall be filed with the Yellowstone County Clerk & Recorder within 90-days of annexation approval.
2. All recommended mitigations contained in the subdivision application and supporting materials submitted for public review shall be required for Final Plat approval.
3. The Final Plat, plans and specifications shall substantially comply with what has been submitted and reviewed during preliminary plat review. The only exceptions would be to comply with stricter requirements in the MDEQ approval or imposed by the Laurel City Council either by condition or adopted city ordinance.
4. All construction and installation of public improvements must conform to the standards of the Laurel Department of Public Works and Montana Public Works standards.
5. All construction and installation of public improvements must be completed within two years of annexation or bonded for as provided by the Laurel Subdivision Regulations.
6. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city a bond or letter of credit that equals 125% of the estimated engineering costs for the construction of improvements. If the property owner fails to construct the improvements or to obtain the agreed upon engineering, the city shall utilize the bond or letter of credit to pay for the construction, including engineering; In accordance with GASB-34, the Developer of Landowner shall provide the city the total cost and/or value of the improvements including, but not limited to, parks, sidewalks, curb and gutter, lift stations, and sewer and water lines, that are conveyed to the city.
7. As discussed in the geotechnical report, the soils within the subdivision are variable and not well suited for standard construction protocols. As such, any construction of public infrastructure or residential structures on the resulting lots will first require site specific geotechnical reports prior to the start of construction. In the case of residential

construction, a building permit should not be issued until a site-specific geotechnical report has been prepared and submitted along with the building permit application.

The Planning Board recommends that the City Council approve the preliminary plat for the Cherry Hill Subdivision 4th Filing with the following conditions:

1. The Preliminary Plat and supporting water and wastewater design will be approved by Montana Department of Environmental Quality (MDEQ).
2. The Preliminary Plat, Subdivision Improvements Agreement, and City Council Resolution granting approval shall be filed with the Yellowstone County Clerk & Recorder within 90-days of preliminary plat approval.
3. The Roadways and Right-of-Ways shall be constructed to the specifications presented in the plat plan and supporting documentation except as modified by these conditions.
4. This Preliminary Approval shall be valid for 3 calendar years from the date of approval.
5. Hydrant flow tests must be approved by the City and its contracted engineer.
6. Verification must be provided to the City for the water modelling noted by the engineer in the field
7. Water model exhibits must be provided to and approved by the City showing the system characteristics and modeled properties compared to measured properties
8. Wastewater/Sewer analysis must be provided to and approved by the City.
9. A map of pre-developed stormwater conditions including the boundary, routing, and calculations must be provided to and approved by the City.
10. Water quality storm volumes and calculation sheets shall be provided to the City.
11. Any construction of public infrastructure or residential structures on the resulting lots will first require site specific geotechnical reports prior to the start of construction. In the case of residential construction, a building permit should not be issued until a site-specific geotechnical report has been prepared and submitted along with the building permit application.
12. The conditions of the Geotechnical report shall be followed during the construction of the public infrastructure.
13. A Weed Management Plan shall be prepared for the project and approved by the Yellowstone County Weed District.

ATTACHMENTS

Annexation and Zone Change:

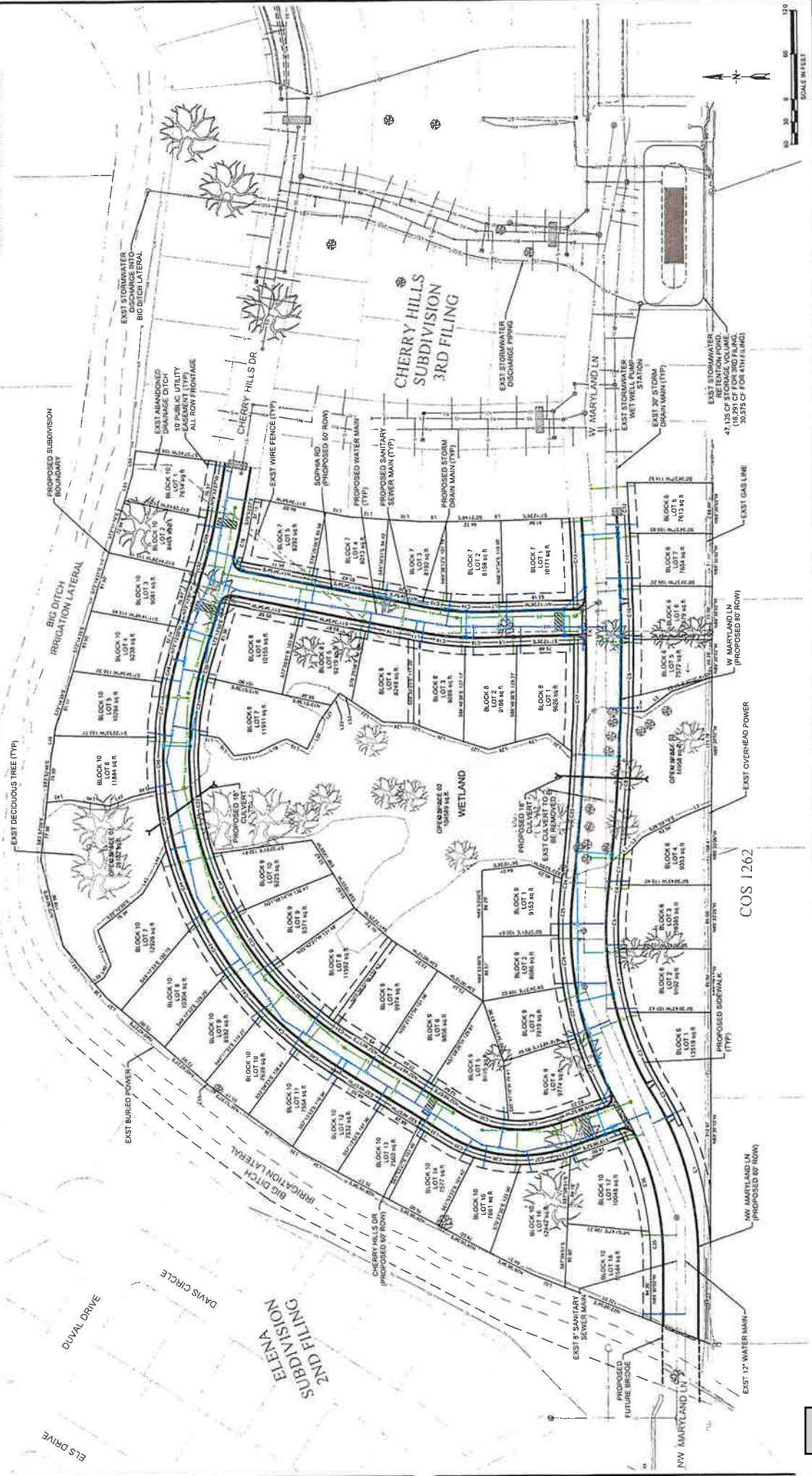
1. Annexation Application cover Letter
2. Annexation Application Form
3. Annexation Agreement
4. Waiver of Right to Protest

Cherry Hill Subdivision, 4th Filing:

1. Cover Sheet
2. Preliminary Plat Application

3. Adjacent Property owners list
4. Draft Subdivision Improvements Agreement
5. Environmental Assessment
6. Traffic Impact Study
7. Lot Layout
8. Geotechnical Report
9. Subdivision Bylaws
10. Homeowners Association Bylaw
11. ROW Easement documents
12. LMC 16.03 – Subdivision Review Procedures
13. LMC 16.04 – Development Requirements
14. KLJ. Inc Preliminary Plat Review Comments letter (July 2025)

LOT LAYOUT
CHERRY HILL SUBDIVISION - 4TH FILING
 TRACT 1 OF CERTIFICATE OF SURVEY No. 2034
 SITUED IN THE N1/2 OF SECTION 16, T14N, R10E, S4E
 BEING PART OF THE LANDS OF THE STATE OF MONTANA



Morrison Maierle
 engineers, surveyors, planners, scientists

2800 Technology Blvd West
 Helena, MT 59601
 406.327.0721
 www.mmaierle.com

PROJECT NO.
6663 001

FIGURE NUMBER
1/2

LAUREL

CHERRY HILL SUBDIVISION - FOURTH FILING

LOT LAYOUT

DRAWN BY: JES
 CHECKED BY: JES
 DATE: 06/06/20

2800 Technology Blvd West
 Helena, MT 59601
 406.327.0721
 www.mmaierle.com

PROJECT NO.
6663 001

FIGURE NUMBER
1/2

Kurt Markegard

From: Alina Pederson <linap1421@gmail.com>
Sent: Wednesday, August 20, 2025 7:22 PM
To: Laurel City Planner
Subject: Cherry hills subdivision 4th filling

Hello,

My name is Alina Blaesius and I live at 1020 Jenea Drive Laurel Mt. I am here to express my concerns with the new Cherry Hills subdivision. I am worried that messing with the wetlands that are back there will cause flooding into our homes in the surrounding subdivisions as during the winter and wetter months there is a lot of water that accumulates back there. There is also a lot of wildlife such as hawks and pheasants that live back there along with many other animals and that can have negative impacts on the environment and ecosystems.

Thank you for your time,

Alina Blaesius.

CITY HALL
115 W. 1ST ST.
PLANNING: 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 City Planner

**Zoning Commission Recommendation
VARIANCE REPORT VAR-25-01
Love's Travel Stops & Country Stores
Height of Outdoor Advertising
August 25, 2025**

BACKGROUND:

The City of Laurel has had zoning since the early 1970's as authorized by §76-2-301 et. seq MCA. These regulations set minimum and maximum standards for all lands located within the jurisdiction of the City of Laurel. These regulations establish standards for the height, bulk, and location of structures (including outdoor advertising signs).

The subject property was recently annexed into the City of Laurel and was assigned the initial zoning of Highway Commercial (HC). The HC District imposes a maximum structure height of 45 feet. The applicant was aware of this standard at the time of annexation and has requested a variance as outlined in their application.

The application materials address several other points that outline the anticipated benefits of the project. The application materials are incorporated into this report by reference.

LEGAL DESCRIPTION:

Westbrook Subdivision, Lot 7A1, Amended Tract 6A and 7A and a portion of Tract 5 less Highway right-of-way in Section 17, Township 02 South, Range 24 East, P.M.M., City of Laurel, Yellowstone County, Montana.

APPLICANT(S):

Love's Travel Stops & Community Stores, Corporate Office
10601 N Pennsylvania Ave
Oklahoma City, OK 73120

AGENT:

Effective Images, Inc
Kevin Keup
1027 5th Ave NW
Watertown, SD 57201

EXISTING CONDITION:

The subject property is a platted subdivision within the City of Laurel. The property is undeveloped and is intended to be served by public water, sewer, streets, and solid waste collection. The property is 34.239 acres in size.

PROCESS:

- The application for a Variance was submitted on July 25, 2025, and is scheduled for a public hearing on August 20, 2025 by the Laurel Zoning Commission.
- The Zoning Commission following the Public Hearing must adopt findings of fact and issue a formal recommendation to the City Council on the requested variance. The Zoning Commission may propose conditions or modifications to the request so long as the findings of fact support the condition(s).
- Those findings of fact and conclusions as well as the record minutes of the public hearing will be submitted to the City Council for consideration, hearing and final decision.
- The City Council will conduct a duly noticed Public Hearing on the Zoning Commission recommendation, findings of fact, and any conditions mitigating the impacts associated with the request. This hearing will occur later in September.

ZONES INVOLVED: Existing and Proposed

- HC – Highway Commercial District.
 - The maximum height for a structure in the HC District is 45 feet.

RATIONAL BASIS FOR VARIANCE:

“Variance” means an adjustment in the application of the specific regulations of this title to a particular piece of property which property, because of special circumstances applicable to it, is deprived of privileges commonly enjoyed by other properties in the same vicinity or zone.

Findings of Fact: Standard of Review

A recommendation for Approval or Conditional Approval of a Variance shall require the Board of Adjustment making each of the following Findings of Fact:

1. Special Conditions

There are special circumstances or conditions that are peculiar to the land or building for which the Variance is sought that do not apply generally to land or buildings in the neighborhood; and

2. Not Result of Applicant

The special circumstances or conditions have not resulted from an act of the applicant or been established to circumvent this Ordinance; and

3. Strict Application Unreasonable

Due to the special circumstances or conditions, the strict application of this Ordinance would deprive the applicant of reasonable use of the land or building or create an undue hardship on the landowner; and

4. Necessary to Provide Reasonable Use

Granting the Variance is necessary to provide a reasonable use of the land or building; and

5. Minimum Variance

The Variance is the minimum variance necessary to allow a reasonable use of the land or building; and

6. Not Injurious

Granting the Variance will not be injurious to the neighborhood or detrimental to the public welfare; and

7. Consistent with Ordinance

Granting the Variance is consistent with the purposes and intent of this Ordinance. A variance to the Allowed Uses of a zoning district is prohibited.

CONDITIONS

Conditions or restrictions may be placed on the approval of a Variance.

EXPIRATION

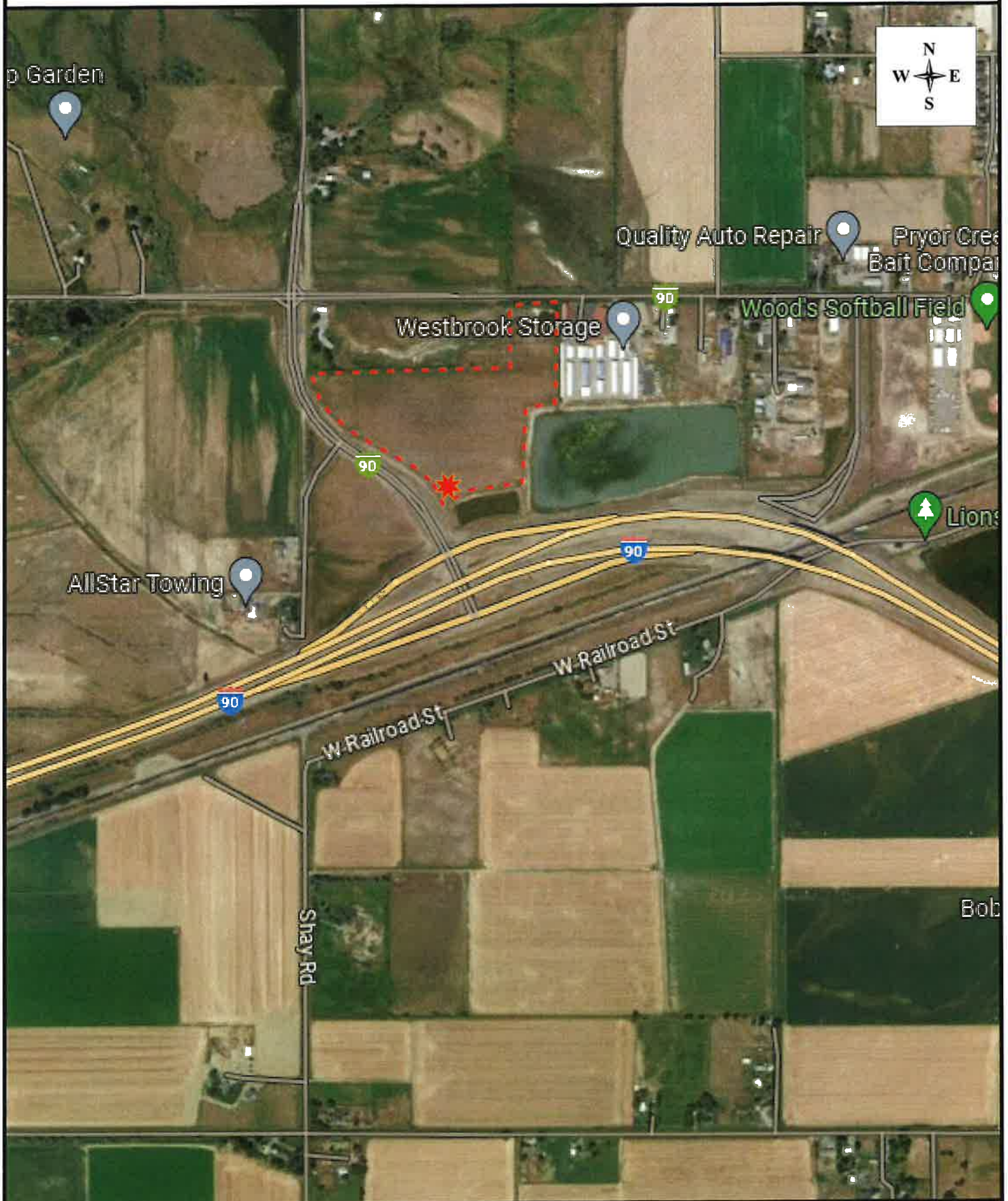
A Variance shall expire one (1) year from the date of approval if the next logical step in the development process is not commenced. The next step in the development process includes but is not limited to applying for a building permit, commencing the use, or applying for a Development Permit.

Findings of Fact:

RECOMMENDATION:

The Zoning Commission (on a 6-1 Vote) Recommends that the City Council APPROVE the variance request and allow for signage at the Love's Travel Stops and Country Store that exceeds the limits of the Highway Commercial Zoning District.

LAUREL, MT



★ = BLIMP & RECOMMENDED SIGN LOCATION

**WESTBOUND
1.0 MILES FROM EXIT**



**WESTBOUND
0.9 MILES FROM EXIT**



**WESTBOUND
0.8 MILES FROM EXIT**



**WESTBOUND
0.7 MILES FROM EXIT**



**WESTBOUND
0.6 MILES FROM EXIT**



**WESTBOUND
0.5 MILES FROM EXIT**



**WESTBOUND
0.4 MILES FROM EXIT**



**WESTBOUND
0.3 MILES FROM EXIT**



**WESTBOUND
0.2 MILES FROM EXIT**



**WESTBOUND
0.1 MILES FROM EXIT**



**WESTBOUND
AT EXIT**



**EASTBOUND
1.0 MILES FROM EXIT**



**EASTBOUND
0.9 MILES FROM EXIT**



**EASTBOUND
0.8 MILES FROM EXIT**



**EASTBOUND
0.7 MILES FROM EXIT**



**EASTBOUND
0.6 MILES FROM EXIT**



**EASTBOUND
0.5 MILES FROM EXIT**



**EASTBOUND
0.4 MILES FROM EXIT**



**EASTBOUND
0.3 MILES FROM EXIT**



**EASTBOUND
0.2 MILES FROM EXIT**



**EASTBOUND
0.1 MILES FROM EXIT**



**EASTBOUND
AT EXIT**



Overall Height: 40'
Total Square Feet: 337.21

Love's Hi Rise

effective
images inc.
Phone: 605.753.9700

Client:
Love's

Location:
Laurel, MT

Drawing #:

Date:
8/12/2025

Revision:

Drawn By:

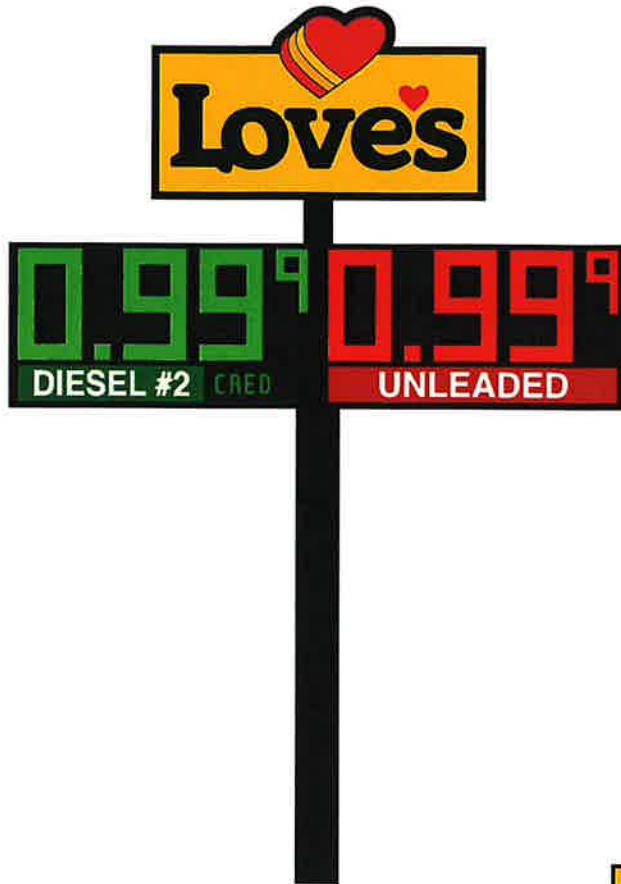
Scale:
3/32" = 1'

Sales Order #:

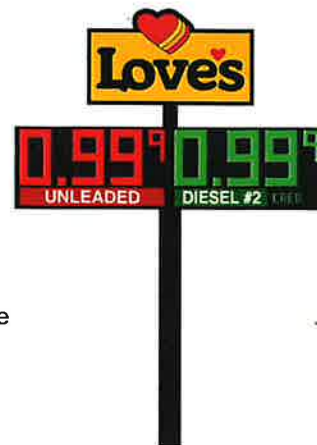
8' 10" x 15' 3" LOVE'S
(134.71 SQ. FEET)

2' SEPARATION

7' 6" x 27' PRICER
BY SUNSHINE
61" NUMERALS
(202.5 SQ. FEET)



21' 8" from Grade to
Bottom of Price Sign



Side B - Not to Scale

APPROVAL: _____ **Date:** _____

Computer generated colors in this artwork are not an exact match to the finished sign colors. Material samples are available upon request. This drawing is the property of Effective Images. Any reproduction is prohibited.



VICINITY MAP (IN)

SITE DATA

TAX ID	07034
NET PARCEL SIZE	2.247 ACRES

LANDUSE DATA

USE	TRUCK STOP
ZONING	INDUSTRIAL COMMERCIAL
C-10000 SIZE	11,000 SF
NET GALE	11,000 SF

PARKING DATA

TYPE	STANDARD
SPACES	148
ADJACENT	10
PER SPACE	4

REV	DATE	COMMENTS
0	10/07/19	ISSUED FOR REVIEW

DESIGNED BY	C. S. K. 005
CHECKED BY	B. JOHNSON

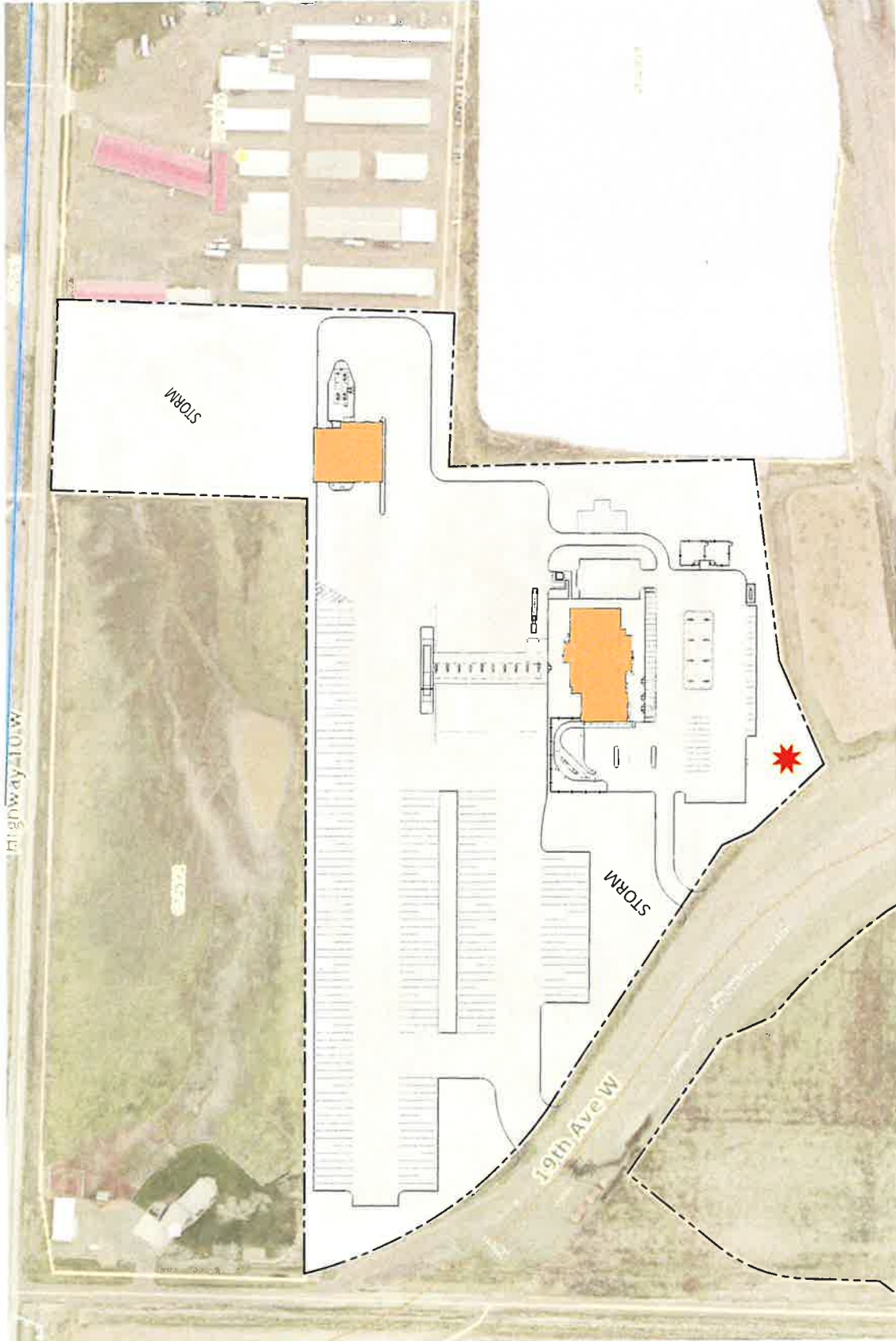
PRELIMINARY



TRAVEL STOP
LAUREL, MT

SITE PLAN

SP-01



August 25th, 2023; revised 8/12/2025

Re: Sign Survey – Laurel, MT
Property Location: Northeast quadrant of I-90 and Hwy 90 Intersection; Exit 432
Survey Date: July 25th, 2023
Blimp Information: Located on the Southwest corner of the property, 105' OAH
Latitude: 45.664800 / Longitude: 108.798960 / Google Earth Elevation: 3322'

The blimp used in this survey was at 105' OAH located at the Southwest corner of the property. The Hi-Rise sign superimposed in this survey reflects a structure that is 145' OAH located at the spot of the property.

Westbound traffic will have a full read on the sign 0.8 miles from the exit and will continue to have a full read on the sign until they reach the off-ramp exit.

Eastbound traffic will have their initial read on the Hi-Rise sign at 1 mile from the exit. They will have a read on the top portion of the sign as they head over a bridge. As they approach 0.9 miles from the exit, they will have a full read on the sign. Traffic will continue to have a full read on the sign until they reach a stretch of trees between 0.7 and 0.4 miles where the sign will intermittently appear from the tree obstructions. Once they reach 0.3 miles from the exit they will have a full read on the sign until they approach the off-ramp exit.

The property has been annexed into the city limits and their sign code is as follows:

Freestanding signs:

- 40ft OAH and 350 sq. ft. of sign area
- 10ft setback to leading edge of sign.
- 1 sign allowed per 500 lineal feet of street frontage.

Wall Signs:

- Not to exceed 20% of wall area of which they are installed.

Ground/Directional signs:

- No permit required for signs 12 sq. ft. or less or 6 ft. in height.

Variance:

- They have a variance process

We would recommend a sign that is 145' OAH located at the Southwest corner of the property. This will provide a good read on the sign for both Westbound and Eastbound traffic. 145' OAH will allow better visibility over the trees and billboard while traveling Eastbound.

A preliminary filing with the FAA was submitted and we were given a no-hazard determination for the proposed sign structure's height and location. No additional follow-up will be required, however, any height and/or location change of the structure would require a new filing to confirm compliance with the FAA requirements.

Once you have had a chance to review the information, please let us know if you have any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Kevin Keup".

Kevin Keup
Effective Images, Inc.

Emailed: Greg Love, Chad Bruner, Frank Ille, Shawn Baker, Kari Keup

LAUREL, MT



★ = BLIMP & RECOMMENDED SIGN LOCATION

**WESTBOUND
1.0 MILES FROM EXIT**



**WESTBOUND
0.9 MILES FROM EXIT**



**WESTBOUND
0.8 MILES FROM EXIT**



**WESTBOUND
0.7 MILES FROM EXIT**



**WESTBOUND
0.6 MILES FROM EXIT**



**WESTBOUND
0.5 MILES FROM EXIT**



**WESTBOUND
0.4 MILES FROM EXIT**



**WESTBOUND
0.3 MILES FROM EXIT**



**WESTBOUND
0.2 MILES FROM EXIT**



**WESTBOUND
0.1 MILES FROM EXIT**



**WESTBOUND
AT EXIT**



**EASTBOUND
1.0 MILES FROM EXIT**



**EASTBOUND
0.9 MILES FROM EXIT**



**EASTBOUND
0.8 MILES FROM EXIT**



**EASTBOUND
0.7 MILES FROM EXIT**



**EASTBOUND
0.6 MILES FROM EXIT**



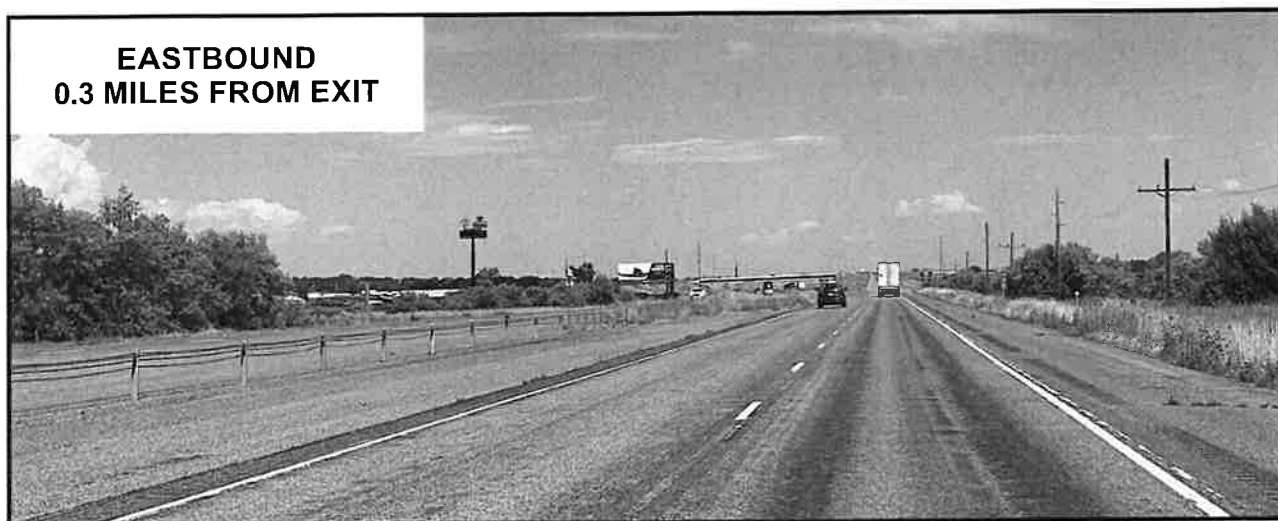
**EASTBOUND
0.5 MILES FROM EXIT**



**EASTBOUND
0.4 MILES FROM EXIT**



**EASTBOUND
0.3 MILES FROM EXIT**



**EASTBOUND
0.2 MILES FROM EXIT**



**EASTBOUND
0.1 MILES FROM EXIT**



**EASTBOUND
AT EXIT**



Overall Height: 145'
Total Square Feet: 982.63

Love's Hi Rise

effective
images, Inc.

Phone: 605.753.9700

Client:

Love's

Location:

Laurel, MT

Drawing #:

E23551

Date:

08/24/23

Revision:

1 - 2/13/25 (TB)

Drawn By:

MP

Scale:

3/32" = 1'

Sales Order #:

8' x 10' Love's
Led Heart
(80 Sq. Ft.)

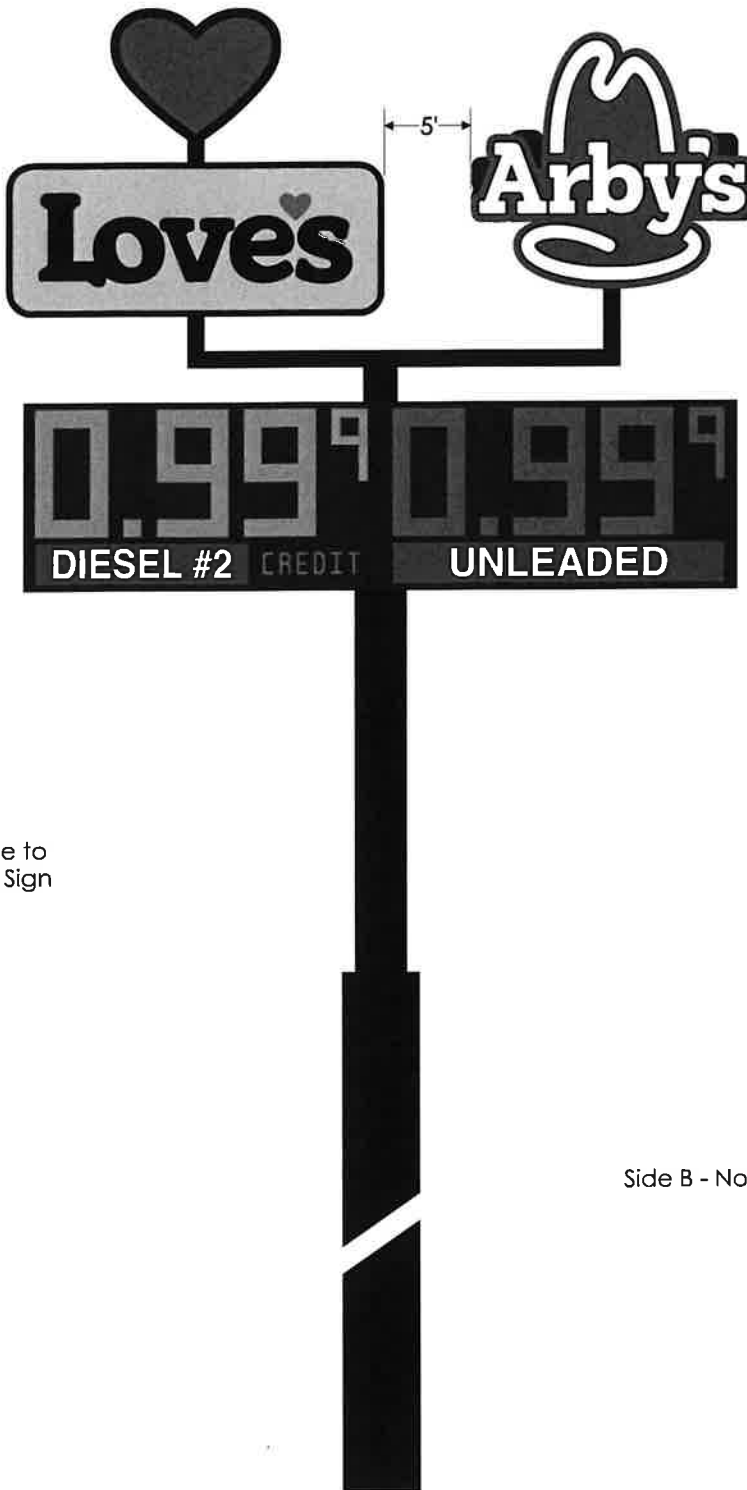
1' Separation

9' x 22' Love's
(198 Sq. Ft.)

5' Separation

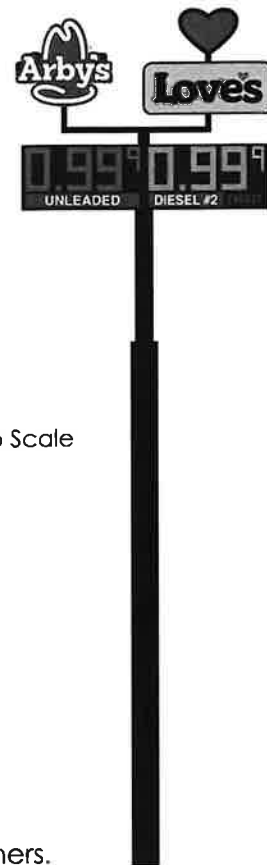
11' x 41' 6"
Price Sign
By Sunshine
89" Numerals
(456.5 Sq. Ft.)

111' From Grade to
Bottom of Price Sign



15' x 16' 6 1/2"
Arby's B-18 Concept
Drawing Only
(248.13 Sq. Ft.)

6' 6" Separation



Side B - Not To Scale

Diesel, Love's & Led Heart to be Installed Toward Interstate/Highway
** Note: Product panel copy and numeral details to be confirmed by others.

APPROVAL: _____ **Date:** _____

Computer generated colors in this artwork are not an exact match to the finished sign colors. Material samples are available upon request. This drawing is the property of Effective Images. Any reproduction is prohibited.

JSA CIVIL

Engineering • Planning • Management



VICINITY MAP (MTS)

SITE DATA

TAX ID	01791
SECTION	4 23.4 ACRES

LANDUSE DATA

USE	TRUCK STOP
ZONING	INDUSTRIAL COMMERCIAL
C-SIDE SITE	± 11,000 SF
ONE CASE	± 10,000 SF

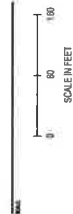
PARKING DATA

TYPE	100%	100%
TRUCK	117	100
ADJ	100	5
PA PARKING	4	

REV.	DATE	COMMENT
0	06/07/23	ISSUED FOR REVIEW

DESIGNER	2 SITES
DESIGNED BY	2 SITES

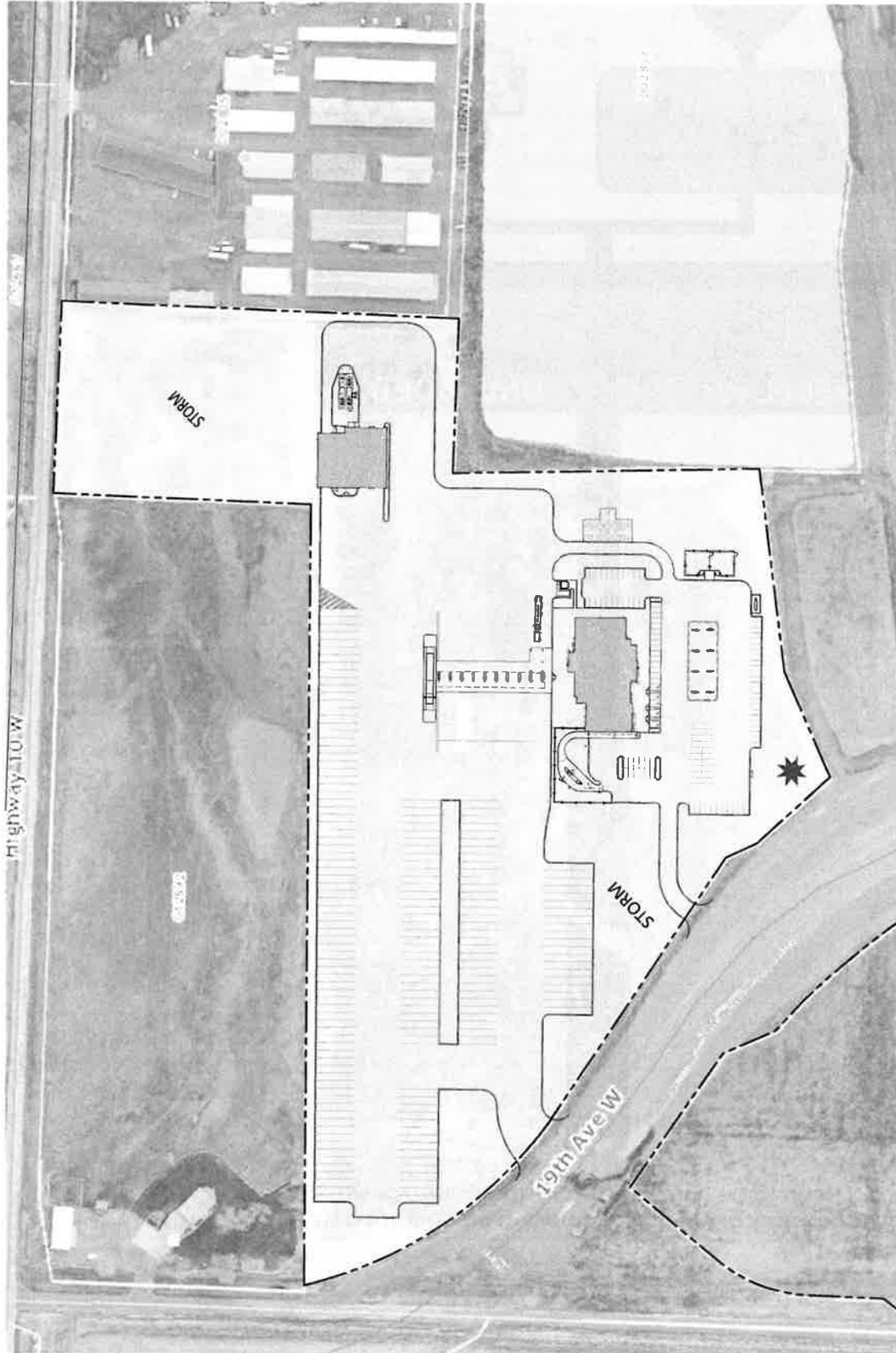
PRELIMINARY

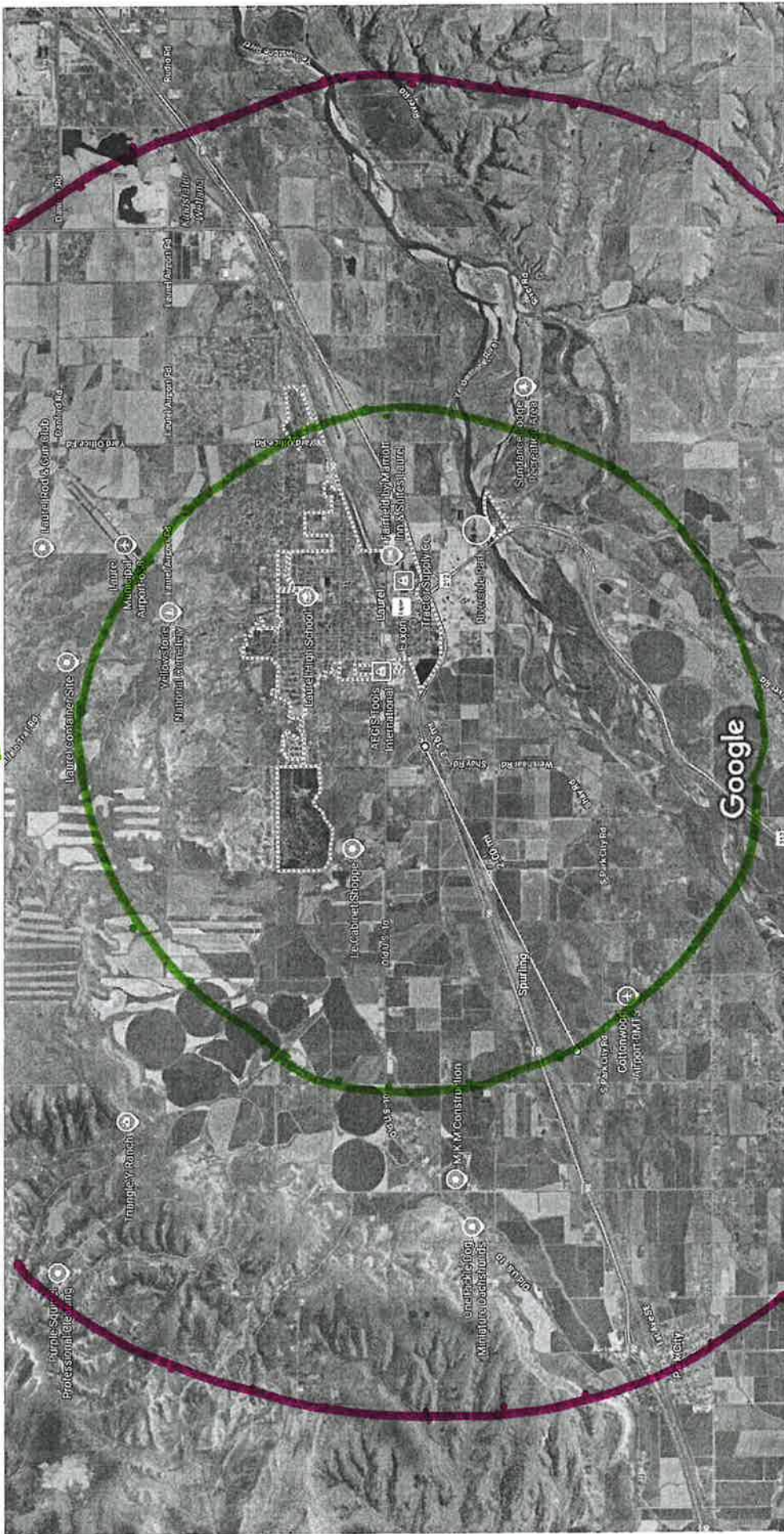


TRAVEL STOP
LAUREL, MT

SITE PLAN

SP-01

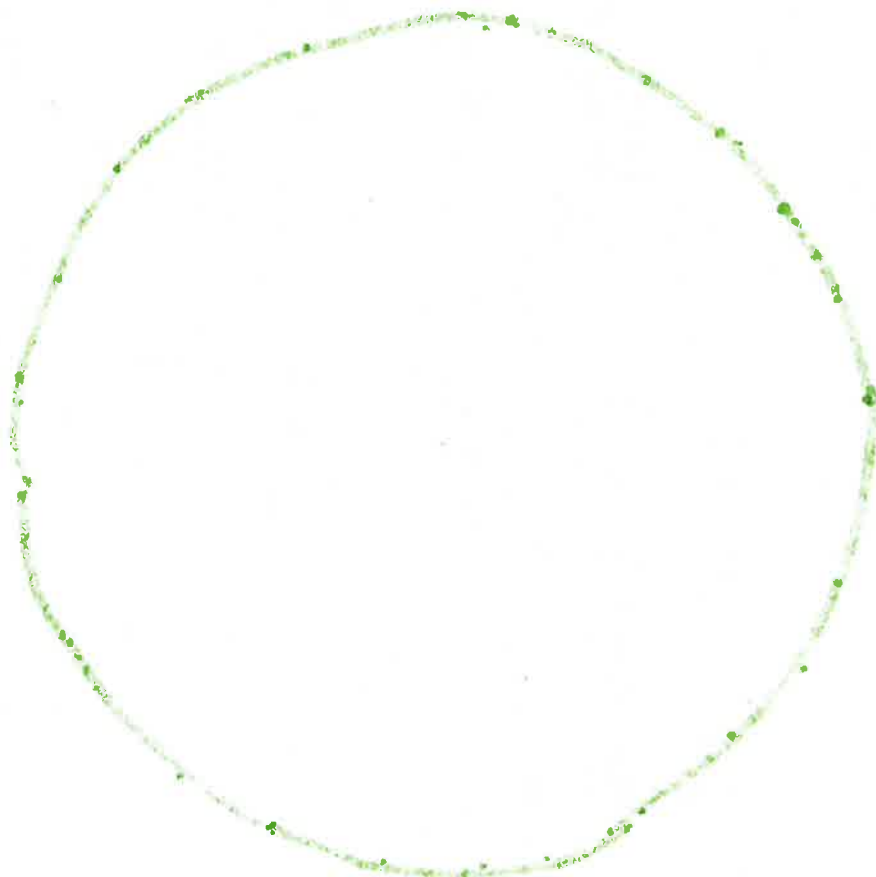




Imagery ©2025 Airbus, Landsat / Copernicus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 Google 2000 ft

Measure distance

Total distance: 3.16 mi (5.09 km)



circle



circle

Kurt Markegard

From: Ps Thomae <psthomae@yahoo.com>
Sent: Saturday, September 6, 2025 11:13 AM
To: Laurel City Planner
Subject: Loves sign: City council members,

My name is Paul Thomae I live at 1013 Jenea Dr.

Pertaining to the Love's sign, during our meeting a lady who lives on 12th had stated that she was opposed to the sign because they have a great view of the Beartooth mountains and didn't want a sign blocking their view, even one of City County Planning Board member said he didn't want to go to the golf course and have to look at a big sign. The sign faces East and West they will be looking south so the only part of the sign facing north and south are the ends which will be very narrow. I'm not saying that at a certain angle on the golf course a person wouldn't be able to see the sign, they possibly will, but they will be looking southeast so the only thing that it would block a view of would be part of the refinery. The sign even at the 145 ft which is what the representative of Love's requested faces East and West he gave a report on a study done on how much time a driver would have to move from the passing lane to the exit lane and the safest for all drivers not only semi drivers, there are many people pulling large camper trailers, ranchers pulling large stock trailers, the off ramp going east comes up on a person really quick, so they need the most time as possible. The westbound traffic is just after a curve so even shorter lead time if the sign is shorter. Where Love's is located, I do not believe the sign is going to affect anyone in town at 145 feet they are farther out of town, and many things will block the view of the people in town from seeing it. just to give you a perspective on the height Hageman elevator is 90' with the flagpole its 150' the Coker plant at the refinery is 300' from what I have read. So, it's 5 ft shorter than Hageman's with the flagpole and less than half the height of the Coker plant. I believe safety should be your first concern, if it saves one accident or 1 death to me it's worth it. During the winter that curve has always had accidents even after they straightened it a little. Thank you for your time and consideration.

File Attachments for Item:

3. Fire Monthly Report - August 2025



Laurel Fire Department

For the Month of:

August

Call Type	Number of Calls	Number of Hours
Structure Fire	3	
Wildland Fire	17	
Extrication	13	
Other Rescue	2	
Alarm	3	
Public Assist	15	
Medical Assist.	10	
Other Calls	19	
Severity Staffing	10	
Total	92	802
Other Activities	Training for August	258.5
Total Hours for the Month		1060.5

Announcements:

DNRC Staffing has been active.

Crews did a great job on containing Moser Dome fire.

Could be a busy late wildland system.

DEFINITIONS

Structure Firefighting

A structure fire is a fire involving the structural components of various types of residential, commercial or industrial buildings. We carry out all levels of Structure Firefighting, including entry and attack, ventilation, salvage, overhaul, and investigations.

Wildland Firefighting

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

Extrications

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

Other Rescues

Rope Rescue, Water Rescue, Ice Rescue.

Alarms

Respond to any false alarms or malfunctions.

Other Calls

EMS assist, industrial or aircraft firefighting, vehicle fires, hazmat, spills, public safety, investigations, gas leaks, carbon monoxide problems, etc..

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

File Attachments for Item:

4. Beartooth RC&D September Correspondence.

Artificial Intelligence (AI) Use Policy

Purpose

This policy provides guidance on the appropriate and responsible use of Artificial Intelligence (AI) tools and technologies by employees of Beartooth RC&D. Our goal is to ensure AI is used ethically, safely, and in ways that protect our organization, our employees, and the communities we serve.

Scope

This policy applies to all employees, contractors, and volunteers who use AI tools for work-related purposes.

Acceptable Use

Employees may use AI tools for:

- Drafting, brainstorming, or editing written materials.
 - Research and summarizing information.
 - Generating ideas, outlines, or templates.
 - Automating routine tasks that do not involve confidential or sensitive information.
-

Prohibited Use

Employees may not use AI tools for:

- Entering, storing, or sharing confidential, proprietary, or personally identifiable information (PII) without prior authorization.
 - Making final decisions that impact employees, clients, or the public without human review and approval.
 - Representing AI-generated content as entirely original without proper review and editing.
 - Any use that violates copyright, privacy rights, or applicable laws.
-

Human Oversight

- All AI-generated content must be reviewed and approved by an employee before being distributed, published, or used in official work.
 - Employees remain responsible for the accuracy and appropriateness of any work that includes AI-generated input.
-

Transparency

- When appropriate, employees should disclose that AI tools were used in the creation of materials, particularly in external communications, reports, or publications.
 - AI should be used as a supplement to human judgment, not as a replacement.
-

Security & Privacy

- Do not upload sensitive or private data (employee records, financial data, client information, etc.) into AI systems unless the tool has been specifically approved for secure use by the organization.
 - Employees should immediately report any potential data breach or misuse involving AI.
-

Training & Updates

- The organization will provide training and resources to help employees use AI responsibly.
 - This policy may be updated as AI technology and regulations evolve. Employees are expected to stay informed of updates.
-

Violations

Failure to follow this policy may result in disciplinary action, up to and including termination, depending on the severity of the violation.



CONFLICT OF INTEREST POLICY

Updated 9-29-2023

Purpose

The purpose of the conflict of interest policy is to protect Beartooth Resource Conservation and Development Area, Inc.'s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest in a possible excess benefit transaction or those governing conflict of interest applicable to nonprofit and charitable organizations.

Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Procedures

WITH SUPPLIERS, CUSTOMERS AND COMPETITORS

If you are a BRCD employee or board member, or own or acquire – directly or indirectly – a substantial beneficial interest in any concern you have reason to believe may supply goods or services to, or purchases from, or compete with Beartooth RC&D, you are required to disclose the full details concerning such interest or relationship. In such circumstances, a conflict may arise if you are in a position to influence decisions with respect to any Beartooth RC&D transaction or if your interest or relationship is such that it might bring into question your continued ability to make independent, impartial judgments in the best interest of Beartooth RC&D. If such an instance does arise where it is determined there is a conflict of interest, the individual involved must recuse themselves from the procurement process.

GIFTS OR FAVORS

Acceptance of money, gifts or favors from any individual or concern which you have reason to believe may transact business, or may seek to transact business, with Beartooth RC&D will constitute a violation of this policy, unless such gift or favor involves no more than an ordinary social amenity. All offers of gifts or favors of more than nominal value should be immediately reported to your supervisor.

PROPRIETARY AND OTHER CONFIDENTIAL INFORMATION

Unless duly authorized, you may not provide information to any outside organization or individual about bids, specifications, financial data or transactions, product features, process details or other matters (including computer-generated information of any nature), where such disclosure involves confidential or proprietary information or might otherwise be contrary to the best interests of Beartooth RC&D.

USE OF COMPANY ASSETS AND RESOURCES

You may not engage in activities during work time, or use or cause to be used, Beartooth RC&D facilities, equipment (including any computer resources), materials or supplies for your personal convenience or profit; nor may you take advantage in this manner of outside individuals or organizations doing business, or seeking business, with Beartooth RC&D. Beartooth RC&D resources also may not be utilized for non-profit organizations such as trade professional associations without appropriate management approval.

Printed Name: _____

Signature: _____

Date: _____

Beartooth RC&D Area, Inc.

Board of Directors Meeting Agenda

1:00 pm on Thursday, Sept. 18, 2025

Roberts Fire Hall

3 1st Street, Roberts, MT 59070



1:00 pm	<u>Meeting Called to Order</u> Pledge of Allegiance, Introduction of Members & Guests	Chair, All	Information
	Review July Board Minutes	Chair, All	Action
	<u>Congressional Updates</u> <ul style="list-style-type: none"> • Tory Kolkhorst (Sen. Daines) • Zoey Stroop (Congressman Downing) • Celia Rigler (Sen. Sheehy) 		Information
	<u>Treasurer/Financial Reports</u> <ul style="list-style-type: none"> • Treasurer Update • RC&D Financials – p. 9 • RLF Financials – p. 10 	Hauge / Knight	Action
	<ul style="list-style-type: none"> • Conflict of Interest Policy / Signature • AI Policy 	Chair	Information
	<u>Staff Reports – Program/Project Updates</u> <ol style="list-style-type: none"> 1. Food/Ag Program – p. 11 2. Brownfields – 3. EcDev/CRDC – 4. Project Mngmt– p. 11 	Eik Knight Thakur (Med Abs) Lastusky	Information
	<u>Regional Roundup</u> <i>News & updates from regional members on projects & activities in key CEDS categories (see topics on next page)</i>	Roe, et al.	Information
	<u>Next Beartooth RC&D Board Meeting</u> November 20, 2025 – Stillwater County		Information
2:30 pm	Adjourn		

Regional Roundup

CEDS SWOT (Comprehensive Economic Development Strategy: Strengths-Weaknesses-Opportunities-Threats)

Our goals for the Roundup are to find out what's happening in the area, keep the conversations focused, inform the others attending the meeting, and to tie it all back to and reinforce the importance of the CEDS. Please help us identify the projects in each area that fit into our CEDS categories.

Be thinking about Strengths, Weaknesses, Opportunities, & Threats of your community or our region. Thank you!

- Infrastructure
 - Housing
 - Transportation
 - Broadband
- Economy
 - Upturns or downturns in industry sectors
 - New business openings (or closures)
- Communication
 - Marketing and outreach
- Services
 - Health care
 - Childcare
- Natural Resources
 - Agriculture
 - Energy
- Human Capital
 - Workforce
 - Education

NOTES:

Beartooth RC&D Board of Directors Meeting
Beartooth Conference Room
July 17, 2025 – 12:30 Luncheon with Meeting to Follow

Present:

Nan Knight, Finance Director/Brownfields Coordinator
Gaurav Thakur, Economic Development Director
Myrna Lastusky, Project Manager/Exec. Asst.
Ryan Van Ballegooyen, Dept. of Labor & Industry/Job Service
Commissioner Melanie Roe, Sweet Grass County
Commissioner Mike Waters, Yellowstone County
Commissioner Steve Riveland, Stillwater County
Commissioner Scott Miller, Carbon County
Bob VanOosten, Stillwater Conservation District
Bonnie Gray, Town of Joliet
Mike Boyett, Billings City Council Member
Tina Toyne, City of Hardin Economic Development Director
Holly Higgins, First Interstate Bank of Hardin
Kevin Mitchum, Sibanye-Stillwater Mine
Martin DeWitt, Small Business Administration
Lorene Hintz, Big Sky EDA/SBDC
Zoey Stroop, Congressman Downing's Office
Tory Kolkhorst, Senator Daines' Office
Celia Rigler, Senator Sheehy's Office

Luncheon was catered by Montana Outlaw BBQ, one of Beartooth's RLF Clients. Delicious!

Meeting Called to Order: Ryan Van Ballegooyen called the meeting to order.

Pledge of Allegiance, Introduction of Members and Guests

Review May Board Minutes: Holly motioned to approve. Melanie seconded. Motion carried.

Congressional Updates

- **Zoey Stroop (Congressman Downing)**
 - June 6 - worked on Bull Mts Mine modification bill. Visited in March.
 - Crow Revenue Act – HR725 – bringing more capital to rural entrepreneurs
 - Sibanye-Stillwater Mine
 - Congressman Downing introduced Bill HR 3959 on fixed income securities.
 - OB3 (One Big Beautiful Bill) – Daines, Downing, Sheehy and Zinke were on that.
 - Grizzly Bear State Management Act of 2025 – remove fed protections and return to the states.
 - Telephone Town Hall – over 10,000 participants.
- **Celia Rigler (Senator Sheehy)**
 - Celia is the new Eastern Region Liaison – covering Carbon, Stillwater, & all

- counties east of Billings.
 - Active on military, veterans, and fire management.
 - Introduced SB 160 & recently had it signed by President Trump – allows DOD to sell excess aircraft & parts for wildfire suppression at FMR.
 - Farm Bill – OB3 is skinny Farm Bill. They are watching it
- **Tory Kolkhorst (Senator Daines)**
 - Tax cuts/energy dominance – OB3 signed to cut taxes, promote
 - Bull Mountains Mine – Sen working to protect it.
 - Sen. Introduced legislation (x2) S362 (Bull Mts Mine) and S239 (Crow Revenue Act) earlier this year.
 - Fighting for Stillwater Mine – illegal Russian dumping of palladium. Sen. Daines introduced an act to inhibit the import of Russian minerals. He also sent letters to Pres. Trump asking him to take further action.
 - Introduced bi-partisan hydropower bill to extend construction deadlines for projects delayed by supply-chain issues.
 - Sen. Daines co-sponsored legislation to protect the 4 Lower Snake River dams.

Treasurer/Financial Reports

- Currently have 22 active loans – a little over \$2M loaned out
- Another one in Yellowstone County approved.
- Beartooth was awarded a \$1 million EPA Brownfields Revolving Loan Fund (RLF) award.
 - Interest rates are only 1-2% and we can defer payment. Banks can't touch these until there is a clear bill of health on the properties.
- \$1.8 million available to loan out
- Beartooth books: Found out in June that we were awarded EDA Partnership Planning Grant, so we were able to draw down on that.

ACTION: Melanie motioned to approve the Beartooth and RLF books. Lorene seconded. Motion carried.

Staff Reports

Food and Ag Development Director Report (Ryan)

- We have 5 candidates and will be doing interviews next week.
- Staff is keeping things going in the meantime.
- Nan: Township Road Farms was awarded \$2000 for up to 40 hours in the Food Lab. They have a little fruit farm and want to create a fruit pastry.

Economic Development Director Report (Gaurav Thakur)

1. Site Visits

Red Lodge

- Civic Center Parking Lot – used to be an old RR yard, and City doesn't want to put money in to develop the parking lot. Not a good Brownfields project, so looking to DNRC.
- City of Hardin
- Pilot Tourism Grant – Community Meetings: GT provided TA

2. Brownfields

- Approved \$1M Brownfields RLF – this was one of GT's first applications and he learned a lot.
- Assisted with creation of Work Plan, also.

3. ORE Loan Program – see handout for details on the program. Opens in October. GT can help with applications.

- Introduction, awareness & outreach
- Application open date: 10-01-2025

4. EDA:

Partnership Planning Grant 2025 -2028

- Approved in June

Partnership Planning Grant 2022 -2025 Close Out Reporting

- July 30th Deadline. This was just submitted.

FY2025 Disaster Supplemental Grant Program

- Carbon County - Dirt irrigation ditches
- Minimum app amount is \$250K – so it could encompass several projects into one.

5. Good Manufacturing Practice Overview & Training

Location: Rock 31, 1201 N Broadway, Billings, MT 59101

Two sessions – Tuesday July 15, 2025:

- 9 AM
- 1PM
- Event Host - Beartooth RC&D
- Instructor - Claude Smith

6. Site Selector Web Tool – Commercial Properties

* Business Attraction contacts us when out-of-state businesses are interested in moving to MT. Then we look for sites that might be attractive to them. GT is trying to develop a tool that will have all the information ready, so interested businesses can see sites in advance and we can market our region better.

- GT will be coming to counties and seeking support from Chambers, EDOs, and realtors.
- Martin mentioned the EDA grant Jim Atchison did for a similar project & one other option to consider.

Project Manager/Operations Support Report (Myrna Lastusky)

USDA Rural Community Development Initiative (RCDI) with Red Lodge Area Community Foundation (RLACF/Angela Getchell, Workforce Housing Manager)

- RLACF was approved to start the full USDA 523/502 Grantee application with TA from RCAC.
- Roberts (Schuyler Commons): \$300-\$400/month maintains First Right of Refusal. Fair Market Rent is \$923/month for the existing bungalow; \$975 for Phase I triplex units.
 - Roberts/Red Lodge School Districts
 - July 15th: Asking County Planning Board to approve construction on first triplex.
 - Big THANK YOU to Carbon County commissioners for waiving fees!
- Roberts Birch House
- Bridger property (6 acres)
- Old Memorial Hospital
- May 27-30: Visioning Activity with the Red Lodge Urban Renewal Agency and Kansas State University-Technical Assistance Brownfields team.
 - Good turnout to community meetings, lot of info gathered

- KSU TAB is working on final report & deliverables
- URA / KSU / Beartooth meeting on July 15

RCAC (Rural Community Assistance Corporation) Grant in Columbus

- Stillwater County Chamber of Commerce support
- Tourism team – mural by Rilie Zumbrennen (Rilie Tané Art) coming in late August
- Downtown Revitalization team – HS mural competition for NAPA building

Miscellaneous

- FADC Client communications & Job applicants
- Upcoming Brownfields National Conference in Chicago Aug. 4-8
- Joliet/Roberts Fire Dept. TA
- Rapelje Bike Fest: Sept. 12-14

Regional Roundup

Commissioner Steve Riveland, Stillwater County:

- Working through what the tax codes will be doing.
- Finished \$4M ADA elevator project in courthouse.
- Approved interior renovation project on courthouse.

Commissioner Scott Miller, Carbon County:

- Red Lodge Home of Champions Rodeo over the 4th – very successful
- Harley Rally kicking off this week
- Jim Bridger Days coming up
- Fromberg Days in August
- Joliet had a celebration over the 4th that was very successful, too.
- Just pre-approved the pre-plat on 19 homes in Fromberg
- Lot of growth in Carbon County, no major disasters

Commissioner Mike Waters, Yellowstone County:

- Budget process is continuing for next fiscal year.
- Ready to move into new commissioners' building – going to name it after John Ostlund.
- Chris White, Kurt Bushman, and Charlie Loveridge are final 3 commissioner candidates.
- 3 judges coming to YC to help judicial process.
- Shuffling offices to Ostlund building and Metra Park.
- Justice Court and Arraignment Court are up and running – helping to adjudicate folks faster with the jail overcrowding.
- Short-term detention facility will be finished by November.
- Outdoor rodeo arena is close to being finished.
- Working to manage growth and keep property taxes at a reasonable level.

Mike Boyett, Billings City Council:

- Check for \$2.7M for old City Hall. New Marriott Hotel will be going in there.
- Part of one downtown parking garage will be sold for \$1M. Both are to help with debt on new building.
- “Park land” that is just dirt is under discussion – sell, develop, keep . . .???

- New St. Vincent's Hospital
 - 650,000 people get covered by both hospitals
 - Separate building with 70 employees to do laundry for the hospital and other hospitals.
 - Parking is a major issue there for the next 4-5 years. Have someone drop you off!
- New highway above Zimmerman Trail – room for 7200 homes up there. But trying to manage the growth that is inevitable.

Kevin Mitchum, Sibanye-Stillwater Mine:

- Metal prices are rising, but we still need to see it go up more.
- Trying to maintain production goals.
- Status quo with employees – if someone leaves, we hire, but we're not bringing on new ones. Some employees have been called back; some don't want to stay on the call-back list and have moved on.

Lorene Hintz, SBDC / Big Sky Economic Development:

- Staff reductions: Lost 5 positions at Big Sky, which has been tough.
- Partnered with Plenty Doors to conduct a Start Smart Training in Crow Agency. Very well attended!
- Gov Match in Great Falls for PTAC Apex Accelerator.
- Coulson Park construction underway. Boat launch upgrades, parking lot, picnic area.
- Yellowstone County Museum upgraded with ADA accessibility.
- Huntley Project Museum had major damage with hailstorms – over \$100K in damage.
- Business closings: JoAnn and At Home closed.
- New: Intermountain Health, new Vet Clinic by the college. 2 entrepreneurs met through Rock31 and began a business called Lune – video work, marketing.

Martin DeWitt, SBA:

- Crow Agency has until Aug. 14 to apply for IEDL funds.
- Emergency disaster funds – start at a County level and goes up the chain to get disaster funds. Starts with Disaster Declaration.
- SBA Office of Advocacy – want to help cut the red tape of government. If you are trying to run your business and red tape is holding you back, talk to them.
 - Want to come to MT more often.
 - Looking at doing roundtables.
- Make Onshoring Great Again portal – to search for manufacturers, suppliers, etc. for Made in America goods and services.
- Lot of changes in government right now, but those changes are bringing new opportunities, too.

Bonnie Gray, Town of Joliet

- Main Street has new businesses.
- Town Hall was remodeled – welcome to come and check it out.

Holly Higgins, FIB-Hardin

- BHC Fair is next week.
- Neighbors Feeding Neighbors – taking in food for Hope Center: For people who need someone to talk to, listen to, pray with, struggling with addiction, etc. Available at lunchtime on weekdays. Will be collecting food for the next couple weeks.

Bob VanOosten, Stillwater Conservation District

- Stream banks – no significant flooding this year, so not much damage.
- Anticipate more on the Stillwater because it will take time to restabilize after 2022 floods.
- Carbon County Conservation District is suing us – case is still open.

Tina Toyne, City of Hardin

- Tina commented on the great road to the Heights from Johnson Lane. Commissioner Waters credited the late John Ostlund for all his work on that project. Not complete yet.
- Splash Park construction has begun.
- PAR for Hotel Becker is complete. Hoping the owner will put it on the market. PAR suggested housing, but stakeholders are hoping it will go back to being a hotel.
- EcDev Strategy is getting close to completion.
- Pilot Tourism Grant still going: Destination IQ is working with Hardin to market the region.
- Working with Gaurav on the ORE program and excited about possibilities there. Looking at developing affordable housing in City.

Commissioner Melanie Roe, Sweet Grass County:

- Lot of subdivisions have been approved. Some from Heritage folks, some from an outside agency.
- City is adding a 2nd water tower.
- A lot of interest in the airport to upgrade to Class B. County doesn't want to do that.
- Grand Hotel is under new management, which is good.
- Looking at doing a TBID and also a Historic District.
- Became a MT Main Street Community, too.
- 1st year of Pilot Grant is almost over and has been going well.
- Housing continues to be an issue.
- Sweet Grass County Fair is next week.

Board Meeting Adjourned at 2:52 pm.

Next Beartooth RC&D Board Meeting: Thursday, Sept. 18th in Carbon County.

Aug2025 Beartooth Books			
2025 Income	2025		% of budgeted
	Budget	Actual	
AG-FOOD AND AG CENTER	60,000	36,614	61.02%
Specialty Crop Block	58,166	4,146	7.13%
FARM TO SCHOOL	1,200	3,335	277.92%
REAP	5,000		0.00%
BOARD - EDA SPONSOR DUES	56,979	43,136	75.71%
BOARD-INTEREST INCOME	450	239	53.04%
BOARD-FOUNDATION MONEY	3,300	3,610	109.40%
DEQ-EJ	36,500	4,280	11.73%
RLF-ORIG FEES	5,000	3,260	65.20%
RLF- RMAP	12,500	11,526	92.21%
BROWNFIELD	19,250	17,102	88.84%
CRDC	82,269	61,702	75.00%
EDA - GRANT	70,000	52,500	75.00%
RCAC	25,000	16,602	66.41%
RCDI(Hardin)	4,800	3,002	62.54%
RCDI (Red Lodge)	4,800	1,475	30.74%
Pass- Through		129,773	
Restricted SSBCI & Loan Interest		78,385	
	445,214	470,686	
Expenses for 2025			
TOTAL STAFF EXPENSE	275,000	191,542	69.65%
COMMUNICATIONS	12,000	9,542	79.51%
EQUIPMENT & VEHICLE	9,000	2,806	1.02%
CONTRACTUAL	15,000	131,386	875.91%
SUPPLIES	10,000	15,731	157.31%
TRAVEL	20,000	9,272	46.36%
INSURANCES	8,000	7,760	97.00%
RENT/UTILITIES	12,500	5,440	43.52%
FY 24 Audit	28,000		0.00%
Restricted SSBCI & Loan Interest			
EXPENSE TOTAL	389,500	373,479	
	55,714	97,207	
Statement Ending: 08/31/2025			
Checking Account:	\$117,830.31	unrestricted cash	
Restricted cash in checking for CGWG & JOJ	\$8,064.52	\$109,765.79	
Savings Account:	\$77,593.68		
Building Account:	\$4,511.06		
* Defunded or fundingexhausted			

Revolving Loan Fund Booksending- August 31, 2025			
Loan Client Review			
County	# of loans	\$ Loan Balances	
Big Horn	2	\$ 183,862.08	
Carbon	4	\$ 471,851.47	
Stillwater	4	\$ 370,505.52	
Sweet Grass	1	\$ 57,267.46	
Yellowstone	14	\$ 918,442.19	
Total:	25	\$ 2,001,928.72	
* One new loan was approved in Yellowstone County in the amount of \$210,000. waiting for closing			
* Beartooth EPA Brownfields Revolving Loan Fund (RLF) is in compliance review phase			
* RLF activity is extremely active			
* One delinquent loan in Yellowstone County			
		Bank Balances as of August 31, 2025	Total available for lending
Bank of Joliet- RMAP	\$ 165,499.99		\$ 165,499.99
\$250,000 (still waiting to be drawn down)			
Bank of Joliet – RMAP LOAN LOSS	\$ 8,025.02		\$ -
Bank of Joliet EDA	\$ 22,832.32		\$ 22,832.32
Bank of Joliet-CDBG	\$ 184,356.58		\$ 184,356.58
Bank of Joliet- IRP	\$ 706,425.28		\$ 706,425.28
Bank of Joliet-Fromberg	\$ 52,755.16		\$ 52,755.16
		Available:	\$ 1,131,869.33
(RMAP waiting to be drawn down)			\$ 250,000.00
(IRP and BSED waiting to be drawn down)		210k pending	\$ 511,250.00
			\$ 1,893,119.33
Restricted Accounts		Principal amounts paid back	
FIB – SSBCI 2.0	\$148,621.00	\$ 9,800.54	
BOJ- SSBCI 2.0	\$79,651.50	\$ 17,218.61	
Drawn down New funded:			
Loans amount:		\$750,000	
New IRP-	\$ 215,250.00	\$ 71,500.00	
New IRP-	\$ 67,500.00	\$ 22,500.00	
New IRP-	\$ 112,500.00	\$ 39,250.00	
New IRP-	\$ 157,500.00	\$ 52,500.00	

STAFF REPORTS

FADC Director Report

1. Attended Annual FADC meeting in Whitefish.
2. BEP application period coming to an end. BEP Applications (\$2,000 each) submitted in last 3 weeks:
 - a. Yellowstone Valley Farms – Yellowstone County
 - b. Caramel Cookie Waffle Co. – City of Billings
 - c. Greycliff Mill – Sweet Grass County
 - d. Mountain View Colony – Yellowstone County
 - e. Becky's Berries – Stillwater County
 - f. Pioneer Meats – Sweet Grass County
 - g. Township Road Farm – Yellowstone County
 - h. Yellowstone Cattle Feeders – Yellowstone County (ineligible)
3. Lean 101 Training with Caramel Cookie Waffle Co.
4. FADC Annual Report submitted.
5. Turk Stovall/ Yellowstone Eco Solutions – plans for huge feedlot, ethanol plant, and packing plant.
6. Attended Billings Market Trade Show for outreach to current and potential clients.

Project Manager Report

USDA Rural Community Development Initiative (RCDI) with Red Lodge Area Community Foundation (RLACF/Angela Getchell, Workforce Housing Manager)

- Roberts (Schuyler Commons)
 - Young teacher in the bungalow
 - Working on plans to begin Phase I triplex
- Roberts Birch House – Roberts School staff member to buy/repair the home
- Old Memorial Hospital – site-specific cleanup grant application, partner coordination
- Red Lodge URA – finalizing documents/next steps with KSU TAB visioning exercise

RCAC (Rural Community Assistance Corporation) Grant in Columbus

- Stillwater County Chamber of Commerce support / formation of 501c3
- Farmers Market Outreach/Communication – every Thursday August 7– Sept. 4th
- Tourism team
 - Rilie Tané Art historical mural across from City Hall – ribbon-cutting held on Sept. 4th with Q2 news coverage.
 - Met with Museum of the Beartooths Board – approved future mural
- Downtown Revitalization team – Mural designed by Saydee Mitchum was painted on NAPA by Saydee & friends/family, and Downtown team members. Ribbon-cutting held on Aug. 28th.
- ROCE Reunion – an evening with all the teams to discuss successes, challenges, and next steps.

Miscellaneous

- Job applicants, hiring of Brad Eik, and working to hire someone for the REAP TA program
- Brownfields National Conference in Chicago Aug. 4-8
- Rapelje Bike Fest: Sept. 12-14
- EDA Disaster Supplemental Grant – working with Stillwater County & EDA on options
- RCDI Grant Application for Sweet Grass – awaiting word on this
- Bozeman Trail efforts – Ralph Saunders book published & website live

Frequently Used Acronyms

BIA – Bureau of Indian Affairs
BLM – Bureau of Land Management
BRCD – Beartooth RC&D
BSEDA – Big Sky Economic Development Association
BSTF – Big Sky Trust Fund
CDBG – Community Development Block Grant
CRDC – Certified Regional Development Corporation
CEDS – Comprehensive Economic Development Strategy
CTEP – Community Transportation Endowment Program
EDA – Economic Development Administration
EDD – Economic Development District
FADC- Food and Ag Development Center
GIS – Geographic Information Systems
GPS – Global Positioning System
GTA- Growth Through Ag Grant and Loan
HOME – Montana Home Investment Partnerships Program
HUD – US Department of Housing and Urban Development
IRP – Intermediary Relending Program
LESA – Land Evaluation Site Assessment
MBOI – Montana Board of Investments
MDOA- Montana Department of Agriculture
MDOC – Montana Department of Commerce
MDOL – Montana Dept. of Labor
MDOT – Montana Dept. of Transportation
MDFWP – Montana Dept. of Fish, Wildlife and Parks
MEDA – Montana Economic Developers Association
MMEC- Montana Manufacturing Extension Center
NADO – National Association of Development Organizations
NHS – Neighborhood Housing Services
NRCS – Natural Resource Conservation Service
RBDG – Rural Business Development Grant
RC&D – Resource Conservation & Development
RCDI – Rural Community Development Initiative
RD – Rural Development (a division of USDA)
RCPP- Regional Conservation Partnership Program
REAP- Rural Energy for America Program
RLF – Revolving Loan Fund
RMAP- Rural Micro entrepreneur Assistance Program
SBA – Small Business Administration
SBDC – Small business Development Center
SSBCI- State Small Business Credit Initiative
TIFD – Tax Increment Finance District
TSEP - Treasure State Endowment Program
USDA – United States Department of Agriculture
USFS – United States Forest Service
LSL- Lead Service Lines

File Attachments for Item:

9. Council Workshop Minutes of August 19, 2025.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 19, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:31 p.m. on August 19, 2025.

COUNCIL MEMBERS PRESENT:

<input checked="" type="checkbox"/> Tom Canape	<input checked="" type="checkbox"/> Heidi Sparks
<input checked="" type="checkbox"/> Michelle Mize	<input 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
Michele Braukmann, Civil Attorney
Kelly Strecker, Clerk/Treasurer
Kurt Markegard, CAO
Matt Wheeler, Public Works Director
Jarred Anglin, Interim Police Chief
Nancy Schmidt, Library Director

Public Input:

Shawn Mullaney, 207 E. 11th Street, spoke in favor of diagonal parking in downtown. He stated it creates a more intimate feel to downtown and slows down traffic.

General Items

- Fire Truck Anti-Trust Litigation

This is a class action lawsuit similar to the PFAS litigation that the City joined. There is an alleged antitrust issue related to purchasing fire trucks. Essentially, the manufacturers have a monopoly on the purchase price of fire trucks. John Heenan of Heenan & Cook would represent the City. There is no out-of-pocket cost to the City. It is the Staff's recommendation to join this litigation.

Mr. Heenan stated he is working with Hagens Berman out of Seattle on this case. He also stated that anyone who is willing to be the representative for the case tends to receive additional incentives. As of today, La Crosse, WI, filed the case. Thousands of municipalities are affected by this issue. With one representative, they can move forward. Typically, they take 4 or 5 entities to represent the case.

Executive Review

- 1. Finance:** Resolution No. R25-55: A Resolution Of The City Council Approving Amendments To Appropriations And Revenues For The City Of Laurel's Fiscal Year 2024-2025 Budget.

The public hearing is scheduled for next week.

- 2. Finance:** Resolution - A Resolution Approving And Adopting The Final Budget For The City Of Laurel For The Fiscal Year 2025-2026.

The Clerk/Treasurer reviewed the attached General Fund. There will be a public hearing next week.

Council questioned on line 341 of the City Shop why there is a 1000% increase. It was clarified that last year, there was a typo, and a zero was missed. It is corrected for this year.

Council questioned how many mills the Library received last year. It was clarified last year that they received 35 mills. The Library had a substantial cash reserve built up, so this year, they are utilizing their cash reserves. Reserves cannot exceed 50% of the budget. They will have approximately 68k left in reserves. The Clerk/Treasurer has spoken in depth with the Library Director regarding using reserves. The Library Director added that she had hoped to move the money into a depreciation fund. She had no idea how much was in her cash account, or she would have been using it. It was clarified that the General Fund did pay to replace the roof, soffit, and fascia on the Library building. The General Fund also purchased bookshelves for the Library.

It was further questioned if the Library would be required to cut Staff. It was clarified that no staff were cut and that Staff did receive their bargained wage increases.

It was questioned if Code Enforcement and Animal Control were the same thing. It was clarified that there are two different budgets with distinct duties; however, one individual is being paid to perform both roles.

Council noticed an increase in the overtime line item for Cemetery. It was clarified that Cemetery now has a weekend person. For a while, there were only two people on Saturdays; now back up to three on Saturdays. One of those three is doing burials.

The sprinkler system for Nutting Park is budgeted for in the Capital Improvements.

Council noted that they passed a contract for the CAO's wage to 115k; however, only 39k is budgeted. The CAO is budgeted through various funds. Only 39k is designated to come out of the General Fund. The exact percentage is determined via the Payroll system.

- 3. Finance:** Resolution - A Resolution Levying Taxes For General And Specific Purposes For The City Of Laurel, Montana, For The Fiscal Year Beginning July 1, 2025. Mills per fund.

Discussed with the previous agenda item.

3. **Finance:** Resolution - A Resolution Levying And Assessing All Of The Property Embraced Within Special Improvement Lighting District No. 2 Of The City Of Laurel, Montana, For The Entire Cost Of Maintenance And Electrical Current For The Fiscal Year 2025-2026.

Discussed with the previous agenda item.

4. **Finance:** Resolution - A Resolution Levying And Assessing All Of The Property Embraced Within Special Improvement Lighting District No. 3 Of The City Of Laurel, Montana, For The Entire Cost Of Maintenance And Electrical Current For The Fiscal Year 2025-2026.

Discussed with the previous agenda item.

5. **Finance:** Resolution - A Resolution Levying And Assessing All Of The Property Embraced Within Street Sweeping District No. 1 Of The City Of Laurel, Montana, For The Purpose Of The Sweeping Of Streets In The Downtown Or Business District For The Fiscal Year 2025-2026.

Discussed with the previous agenda item.

6. **Finance:** Resolution - A Resolution Levying And Assessing The Cost Of Street Maintenance And/Or Improvements For Street Maintenance District No. 1 That Constitutes All Streets And Alleys Embraced Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.

This year, the Street Maintenance assessment will be \$0.04 per square foot, with a cap of \$ 2,000 per tax code. Someone with a 4,200-square-foot lot would be charged \$171.

7. **Finance:** Resolution - A Resolution Levying And Assessing The Cost Of Street Improvements For Special Improvement District No. 113 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.

Special Improvement Districts are to pay off the loan for the specified project.

8. **Finance:** Resolution - A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 115 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.

Discussed with the previous item.

- 9. Finance:** Resolution - A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 116 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.

Discussed with the previous item.

- 10. Finance:** Resolution - A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 117 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.

Discussed with the previous item.

- 11. Finance:** Resolution - A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 118 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.

Discussed with the previous item.

- 12. Finance:** Resolution - A Resolution Levying And Assessing The Cost Of Sidewalk Improvements For Special Improvement District No. 119 Within The City Of Laurel, Montana, For Fiscal Year 2025-2026.

Discussed with the previous item.

- 13. Finance:** Resolution - A Resolution Levying And Assessing A Special Tax Against Certain Property In The City Of Laurel For Delinquent Water Charges.

This resolution is for the delinquent water charges. This is an annual resolution.

- 14. Finance:** Resolution - A Resolution Levying And Assessing A Special Tax Against Certain Property In The City Of Laurel For Delinquent Sewer Charges.

This resolution is for the delinquent sewer charges. This is an annual resolution.

- 15. Finance:** Resolution - A Resolution Levying And Assessing A Special Tax Against Certain Property Designated As Garbage Districts In The City Of Laurel, Montana, For The Removal Of Garbage And Refuse.

This resolution is for the delinquent garbage charges. This is an annual resolution.

- 16. Finance:** Resolution - A Resolution Of The City Council Establishing The Method Of Levying Voted Mills As Required By Laws 2025, Chapters 674 And 767 Passed In The 69th Montana Legislative Session.

This resolution is to move the EMS mill levy from a mill to dollars. The state legislature allowed for the conversion this year. If the City remains on a straight mill levy, it is solely dependent on

the mill value. Moving to a dollar calculation allows for an annual increase to account for inflation. It is the Staff's recommendation to convert to dollars.

17. Police: Resolution - A Resolution Of The City Council Approving Agreement Regarding School Resource Officer Program By And Between The City Of Laurel And Laurel Public Schools, District 7 & 7-70.

This is the same contract as last year. The only changes that have been made are the updating of dates, the City contact person, and the wages.

It was questioned if there are officers interested in being SROs. It was stated that officers bid for that position. This year, those officers will be Sedgwick and Johnson. Both were sent to training in June.

It was questioned if, now that the school has multilevel buildings, this would affect how incidents are handled. It was clarified that each level is color-coordinated, and the school is well-organized.

18. Finance: Resolution - A Resolution Authorizing The Mayor To Execute An Agreement With Morrison-Maierle Systems Technology Consultants For Managed Network Services.

Last week Staff met with our IT vendor to review the previous year. This year, it was recommended to add additional email security measures. A risk report is part of this added service.

Council noted there was a quote for onboarding. It was clarified that the onboarding costs are associated with implementing the new security measures.

19. Legal: Resolution - A Resolution Of The City Council Approving Conversion Of The Laurel City Court To A Court Of Record.

Last year, the City purchased recording equipment for the Court to keep an audio record of the proceedings. The Judge believed that the City Council needed to pass a resolution moving the Court to a Court of Record in order to start using the equipment.

There was a question about whether there were costs associated with changing the Court system. It was further questioned if this would assist in the collection of fines. It was clarified that Staff will need training on how to use the equipment; however, the equipment is already in place and has been paid for. The City is still working with a collections agency to collect fines. Some improvements can be made to the process, such as receiving some form of payment before they leave the building. Once someone has left the building, it is harder to collect the fines.

Council noted that there has been a turnover in the Court Clerk position. Currently, there is only one Court Clerk. Will this create an additional burden? It was stated that this is just adding the ability to record, not transcribing.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Council Members Banks and Klose will be absent from next week's meeting. All other Council Members will be in attendance.

Announcements

The funeral for City employee Troy Clifton will be held on August 22nd at 11:00 a.m. at St. Anthony's Catholic Church. City Hall will be closed from 10:30 to noon.

MTLCT early bird ends September 1st.

Last night, the Fire Department responded to a 1200 acre fire near Laurel. They had a rapid response time, and the landowners thanked them for their prompt response.

The council workshop adjourned at 7:39 p.m.

Respectfully submitted,



Brittney Harakal
Administrative Assistant

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

RESOLUTION NO. R25-__

**A RESOLUTION OF THE CITY COUNCIL APPROVING THE EXECUTION OF
THE AUTHORIZATION TO REPRESENT AND CLASS ACTION DISCLOSURE
AGREEMENT RELATED TO THE FIRE TRUCK ANTITRUST LITIGATION.**

WHEREAS, the City of Laurel (the “City”) is committed to ensuring fair and equitable pricing for municipal resources, including the purchase of fire trucks and equipment for the City’s Fire Department;

WHEREAS, the City is also committed to identifying parties responsible for unnecessarily increasing the costs of municipal equipment and taking reasonable steps to avoid passing on these costs to its constituents;

WHEREAS, law firm Heenan and Cook and associated Legal Counsel (hereinafter “the Law Firms”) have put together a team of uniquely qualified and experienced attorneys who have joined together to assist public entities in Montana facing the challenges posed by increased costs for the purchase of fire trucks and equipment;

WHEREAS, the Law Firms are comprised of experienced attorneys in antitrust litigation and in the representation of public entities in cases involving cost recovery related to the purchase of fire trucks and equipment;

WHEREAS, the City Attorney and City Staff has determined it to be in the City’s best interest to enter into the Authorization to Represent and Class Action Disclosure Agreement with the Law Firms and pursue any settlement and other legal damage claims it may have related to the Fire Truck Antitrust Litigation; and

WHEREAS, the City desires to authorize the execution of the Agreement attached as Exhibit “A.”

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel that the Mayor is hereby authorized to execute the Authorization to Represent and Class Action Disclosure Agreement with the Law Firms based upon the terms and conditions set forth herein and consistent with the Agreement attached hereto as Exhibit “A.”

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

AUTHORIZATION TO REPRESENT and CLASS ACTION DISCLOSURE

Client, City of Laurel ("Client"), authorizes Heenan & Cook and any associated counsel (collectively "Law Firm"), to represent Client in the following matter against the parties being sued (collectively the "Defendant"), and no other: Firetruck antitrust claim

Class Action Representation

Law Firm has informed Client that Law Firm intends to prosecute the claims and causes of action of Client described in this Agreement not only on behalf of Client, but also on behalf of a class of similarly situated persons injured by the same or similar conduct of the Defendant, i.e., in a "class action". Law Firm also has informed Client that by prosecuting the claims and causes of action as a class action: Client may not recover all of its actual loss; that the right or ability of Client to settle or compromise its claims or causes of action is limited so that the claims or causes of action of Client cannot be settled or compromised apart from those of the Class; and that Client undertakes responsibilities to act as a representative of the Class. Law Firm also has informed Client that Law Firm is willing to represent Client only together with the Class and that Law Firm would not undertake to represent Client apart from representation of the Class. Client understands all of the foregoing and, nevertheless, wishes for Law Firm to represent Client together with the Class, and Client authorizes Law Firm to commence a lawsuit against Defendant on behalf of Client and the Class.

Other Counsel

Many if not most class action cases require more than one firm to prosecute them. Therefore, Law Firm may associate other lawyers to represent Client and the class in this matter. In that event, such other counsel will be compensated for services in the same manner as stated below. Client consents to the association of other counsel.

Cooperation

Client **will** fully cooperate with Law Firm in pursuing Client's claims and causes of action described above, and will always keep Law Firm informed of the telephone numbers and street addresses where Client can receive telephone calls, mail, and deliveries from Law Firm.

Client **will not** meet or otherwise communicate with the Defendant(s) or any of its representative(s) or insurer(s) to attempt to settle or receive payment on any of Client's claims or causes of action described above without the consent of Law Firm; and will not settle or receive any payment on any of the claims or causes of action described above without the consent of Law Firm.

How Attorney's Fees and Expenses are Paid in Class Action Cases

Client **will not** have to pay Law Firm any fees or expenses, except if the case does not get certified but still settles. If the case does get certified and settles or a judgment is collected for the Class, then the attorneys' fees and expenses will be paid by the Defendant and awarded by the Court only after notice to Client and to the Class of a hearing at which they have a right to object to the requested fees and expenses.

Each of the law firms associated in the case, if any, will assume joint responsibility for representation of Client and will share any attorneys' fees awarded by the court as awarded by the Court, unless otherwise agreed in writing among the law firms.

Client understands that attorneys' fees awarded in class action cases, if any, may greatly exceed the amount of any recovery for Client or individual class members, that such attorneys' fees are typically property of the attorneys' and not property of Client or the class members, and that attorneys' fee cannot be shared with Client or class members.

Client acknowledges that Law Firm has made no promise or prediction to Client about the outcome of Client's claims or causes of action, except that **Law Firm will request that the Court award to Client an "incentive award" in the event of a settlement or successful prosecution of the case.**

Termination of Services

Prior to class certification, Client may terminate Law Firm's representation of Client at any time if Client wishes to do so by giving Law Firm notice in writing of that wish. After certification, if Client is appointed a Class Representative, Law Firm represents the certified class and Client may not unilaterally terminate Law Firm's representation of the class. At that point, Client may resign as a Class Representative and either remain in the class or opt-out of the class.

Prior to class certification, Law Firm also will be able to terminate our representation if we ever wish to do so by written notice of our intent to withdraw so that Client will have an opportunity to retain other counsel. Before or after certification, Law Firm may withdraw from the case only after notice and hearing, with right to object to Client.

Acceptance

Client has read this Agreement and Disclosure carefully and understands it. **Law Firm has suggested to Client that if Client has any questions about this Agreement, Client should consult with another lawyer or law firm before signing this Agreement.** By the signature below, Client accepts this Agreement.

Dated this _____.

City of Laurel

Heenan & Cook

CITY HALL

115 W. 1st. St.

PUB WORKS: 628-4796

PWD FAX: 628-2241

WATER OFFICE: 628-7431

WTR FAX: 628-2289

MAYOR: 628-8456

City of Laurel

P.O. Box 10
Laurel, Montana 59044

Clerk Treasurer

DEPARTMENT

MEMO:**Budget Discussion (August 19, 2025)**

Attached is the General Fund Expenditures for FY 25-26. This year the Certified Taxable Valuation Information was distributed on August 4, 2025. Below I have compared 2024 values to this year 2025 values. They are as follows:

- 2025 Total Market Value: \$946,564,468
- 2024 Total Market Value: \$775,837,173
- 2025 Total Taxable Value: \$10,239,714
- 2024 Total Taxable Value: \$12,133,791
- 2025 Taxable Value of Newly Taxable Property: \$40,057
- 2024 Taxable Value of Newly Taxable Property: \$171,804
- 2025 Taxable Value Less Incremental Taxable Value: \$8,054,787
- 2024 Taxable Value Less Incremental Taxable Value: \$10,128,255

These are the number's I use when determining the Total Mills and the value of the Mill. This year the city received a current year inflation adjustment of 2.11%, which is \$32,411. The adjusted taxable value per mill is \$8,014.73. Last year the adjusted taxable value per mill was \$9,956.45, which is about \$1942.00 lower than the previous year. When calculating the total market value, total taxable value, taxable value of newly taxable property and the taxable value less incremental taxable value the city will receive 195.70 mills this year compared to 145.44 for FY 2024. This is an increase in revenue of approximately \$120,000.

There are always things that the General Fund will have to absorb due to budget shortages in other areas, especially in the Special Revenue Funds or the 2000 account which have a very minimal revenue source of income: These funds would be Planning, Library, Emergency Disaster, Light Districts, Bus Transit, just to name a few. These funds can also be found in your budget book under Special Revenues. This year the General Fund will have to absorb these costs:

1. SB 382 Land Use Management Plan of \$250,000 and the Planning Engineering Costs of \$50,000.

While moving through the budget this year, I will briefly talk about each fund that is supported by the General Fund.

110- City Council increase in budget \$4,232.00 due to the membership fee for the Montana League of Cities and Towns. The membership last year was 1.00 per capita and this year it is \$1.50.

120- Mayor – There is a decrease in budget from last year.

122-Chief Administrative Officer- This is an increase due to a whole new budget for a new position.

130- City Court – There is a decrease in budget from last year.

150- City Clerk – There is a decrease in budget from last year.

170- City Attorney- There is a decrease in budget from last year

180- City Hall- There is a decrease in budget from last year.

200 – Police Department- There is a slight decrease in from last year.

240- Fire Department- There is an increase in this budget of \$651,410.00 due to the purchase of a New Fire Truck and increased wages. Only part of the Fire Truck was purchased out of General Fund Obligations due to general fund debt limitations. The other part of the truck was purchased from Capital Funds.

250- Fire Inspection- decreased slightly this year.

253- Building – There is a slight increase in budget this due increased wages.

255- Code Enforcement/Safety- There has been a decrease in budget from last year.

270- Ambulance- There is an increase in this budget which is in the wages. With the EMS mill levy that has passed, it will offset the extra increase in the budget for this year and years to come. During this budget cycle you will see a resolution establishing the method of levying voted mills as required by law in 2025, chapters 674 and 767 which passed in the 69th Montana legislative session. This new law requires that a taxing entity with a local mill levy limit of specific number of mills that may be imposed that was authorized by the voter before May 13, 2025, that require us to select one of two methods to recalculate those mill levies. Staff's suggestion is to use dollars instead of mills. By transferring a voted mill levy to a dollar-based mill levy equal to the amount of property taxes assessed in fiscal year 2025 and thereafter subject to the provisions of MCA 15-10-420. This simply means that if we convert to dollars instead of mills, we can use the voted levy amount and increase it annually due to the inflation adjustment. If we were to use the number of mills which we would max out at about 50, we would come up short, especially this year as our mill value decreased by about \$1942.00.

340- City Shop – There is a slight increase in budget this year, due to the City Shop desperately needing a new roof.

350- Cemetery – There is a slight decrease in the budget this year.

370- Parks – There is a decrease in this year's budget for the parks department in the General Fund. The parks department did add a couple of projects that will be paid out of capital funding. Which are possible new rest rooms at Splash Park and possible remodel of the Lion's building if the lease changes.

A couple of other quick budget notes:

The library will be receiving 25 mills this year.

Comp Insurance increased slightly by about 5%. This would be the insurance for our buildings, the liability insurance and for our vehicles.

No changes in the Planning Department.

Enterprise Funds: (Water, Sewer, Garbage) no significant changes.

If anyone has any questions, please feel free to contact me at any time.

Respectfully Submitted,

City of Laurel


Kelly Strecker Clerk Treasurer

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 2 of 27
Report ID: B240A1

100 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	21-22	22-23	23-24	24-25	24-25	Exp.	Budget	Changes	Budget	Budget
						24-25	24-25	25-26	25-26	25-26	25-26
1000 GENERAL											
410580	Data Processing										
312	Networking Fees		123			130	0%	130		130	100%
355	Data Processing Services	2,785	2,698	2,990	2,530	2,700	94%	2,700		2,700	100%
397	Contracted Services	6,528	5,726	5,060	5,372	6,500	83%	6,500		6,500	100%
	Account:	9,313	8,547	8,050	7,902	9,330	85%	9,330	0	9,330	100%
410600 Elections											
350	Professional Services	4,289		4,613	218	5,000	4%	5,000		5,000	100%
	Account:	4,289		4,613	218	5,000	4%	5,000	0	5,000	100%
460100 Library Services											
920	Buildings				9,834	17,000	58%			0	0%
	Account:				9,834	17,000	58%	0	0	0	0%
470330 Contribution to Economic Development											
356	Consultant's Services	2,298	2,325	2,356	2,368	2,500	95%	3,100		3,100	124%
	Beartooth RC&D Membership Dues										
	Account:	2,298	2,325	2,356	2,368	2,500	95%	3,100	0	3,100	124%
470400 Planning											
335	Memberships & Dues	469	469	469	469	500	94%	500		500	100%
350	Professional Services	20,700	11,926			300,000	0%	280,000		280,000	93%
	Land Use Planning Act										
	Account:	21,169	12,395	469	469	300,500	0%	280,500	0	280,500	93%
480300 Air Quality Control											
791	Air Pollution Control		1,158			2,500	0%	2,500		2,500	100%
	Account:		1,158			2,500	0%	2,500	0	2,500	100%
510100 Special Assessments											
540	Special Assessments	2,906	2,931	3,135	1,745	3,200	55%	3,200		3,200	100%
	Account:	2,906	2,931	3,135	1,745	3,200	55%	3,200	0	3,200	100%
510200 Judgements and Losses											
811	Liability Deductibles		3,000	4,500	1,500	4,500	33%	4,500		4,500	100%
	Account:		3,000	4,500	1,500	4,500	33%	4,500	0	4,500	100%
521100 Other Financing Uses - Retirement											
200	Supplies			141	196	500	39%	500		500	100%
	Account:			141	196	500	39%	500	0	500	100%
Fund:		39,975	30,356	23,264	24,232	345,030	7%	308,630	0	308,630	89%
Orgn:		39,975	30,356	23,264	24,232	345,030	7%	308,630	0	308,630	89%

08/15/25
10:44:08

CITY OF LAUREL *
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 3 of 27
Report ID: B240A1

110 CITY COUNCIL

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
410100 Legislative Services											
110 Salaries and Wages		49,608	50,198	50,809	52,302	52,800	99%	52,800		52,800	100%
142 Workers' Compensation		292	344	295	303	350	87%	350		350	100%
144 Life Insurance		122	136	133	455	170	268%	500		500	294%
145 FICA		3,795	3,839	3,887	4,001	4,100	98%	4,100		4,100	100%
220 Operating Supplies		2,083	200	1,850	625	2,000	31%	3,900		3,900	195%
312 Networking Fees		5,550	5,396	5,029	5,208	5,300	98%	5,300		5,300	100%
335 Memberships & Dues		3,215	160	3,684	7,343	7,200	102%	10,877		10,877	151%
MT League Membership Dues											
337 Advertising		244	80			50	0%			0	0%
356 Consultant's Services		1,125				100	0%			0	0%
362 Office Machinery & Equip.		4,783	2,654			2,500	0%	2,500		2,500	100%
370 Travel		483				2,000	0%	500		500	25%
380 Training Services		914		501		525	0%	500		500	95%
Account:		72,214	63,007	66,188	70,237	77,095	91%	81,327	0	81,327	105%
Fund:		72,214	63,007	66,188	70,237	77,095	91%	81,327	0	81,327	105%
Orgn:		72,214	63,007	66,188	70,237	77,095	91%	81,327	0	81,327	105%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 4 of 27
Report ID: B240A1

120 MAYOR

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
						24-25	24-25	25-26	25-26	25-26	25-26
1000 GENERAL											
410200 Executive Services											
110	Salaries and Wages	23,027	28,917	27,846	27,846	29,000	96%	28,000		28,000	97%
138	Vision Insurance	36	86	85	74	86	86%	80		80	93%
139	Dental Insurance	446	516	521	577	574	101%	620		620	108%
142	Workers' Compensation	136	198	161	161	215	75%	200		200	93%
143	Health Insurance	8,272	10,794	11,409	10,152	10,101	101%	10,925		10,925	108%
144	Life Insurance	20	79	68	81	80	101%	82		82	103%
145	FICA	1,761	2,212	2,130	2,130	2,350	91%	2,200		2,200	94%
149	ST/LT Disability		537	500		600	0%			0	0%
220	Operating Supplies	984	123	1,452	416	1,500	28%	1,500		1,500	100%
311	Postage	14				100	0%	100		100	100%
312	Networking Fees	2,772	2,503	2,482	2,614	2,900	90%	2,700		2,700	93%
335	Memberships & Dues		60			100	0%			0	0%
343	Cellular Telephone	719	603	596	597	1,000	60%	700		700	70%
356	Consultant's Services					1,000	0%			0	0%
370	Travel			336		500	0%	300		300	60%
380	Training Services			401		500	0%	500		500	100%
Account:		38,187	46,628	47,987	44,648	50,606	88%	47,907	0	47,907	94%
Fund:											
Fund:		38,187	46,628	47,987	44,648	50,606	88%	47,907	0	47,907	94%
Orgn:											
Orgn:		38,187	46,628	47,987	44,648	50,606	88%	47,907	0	47,907	94%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 6 of 27
Report ID: B240A1

122 CHIEF ADMINISTRATIVE OFFICER

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
1000	GENERAL										
410200	Executive Services										
110	Salaries and Wages					0	0%	39,000		39,000	*****
138	Vision Insurance					0	0%	30		30	*****
139	Dental Insurance					0	0%	250		250	*****
141	Unemployment Insurance					0	0%	200		200	*****
142	Workers' Compensation					0	0%	250		250	*****
143	Health Insurance					0	0%	3,700		3,700	*****
144	Life Insurance					0	0%	30		30	*****
145	FICA					0	0%	3,000		3,000	*****
149	ST/LT Disability					0	0%	300		300	*****
194	Flex Medical					0	0%	200		200	*****
220	Operating Supplies	2				0	0%	1,000		1,000	*****
231	Gas, Oil, Diesel Fuel, Gr					0	0%	750		750	*****
311	Postage					0	0%	25		25	*****
312	Networking Fees					0	0%	400		400	*****
335	Memberships & Dues					0	0%	500		500	*****
343	Cellular Telephone					0	0%	1,500		1,500	*****
356	Consultant's Services					0	0%	1,000		1,000	*****
370	Travel					0	0%	2,000		2,000	*****
380	Training Services					0	0%	2,000		2,000	*****
	Account:	2				0	***	56,135	0	56,135	*****
	Fund:	2				0	0%	56,135	0	56,135	*****
	Orgn:	2				0	0%	56,135	0	56,135	*****

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 7 of 27
Report ID: B240A1

130 CITY COURT		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
		21-22	22-23	23-24	24-25	24-25	24-25	25-26	25-26	25-26	25-26
1000 GENERAL											
410300 Judicial Services											
110	Salaries and Wages	44,197	45,829	44,380	44,640	46,000	97%	41,000		41,000	89%
138	Vision Insurance	86	86	85	74	80	93%	80		80	100%
139	Dental Insurance	536	516	521	577	575	100%	615		615	107%
142	Workers' Compensation	261	315	257	258	350	74%	300		300	86%
143	Health Insurance	10,513	10,839	11,490	10,202	10,102	101%	10,925		10,925	108%
144	Life Insurance	72	127	112	81	130	62%	100		100	77%
145	FICA	3,318	3,443	3,332	3,352	3,600	93%	3,200		3,200	89%
149	ST/LT Disability		844	398		500	0%			0	0%
202	Hosting District Meetings	103	50			100	0%	100		100	100%
210	Office Supplies & Materia	2,377	1,615	1,615	1,534	2,000	77%	2,000		2,000	100%
220	Operating Supplies	1,357	2,223	1,485	2,363	2,400	98%	2,000		2,000	83%
252	Map and Code Books				1,133	800	142%	1,200		1,200	150%
300	Purchased Services	226	71	1,195	545	1,200	45%	1,000		1,000	83%
311	Postage	1,131	917	932	1,153	800	144%	800		800	100%
312	Networking Fees	1,677	838	17	126	500	25%	400		400	80%
321	Printing, Forms, etc.	620	594	545	208	700	30%	700		700	100%
322	Books/Catalogs, etc.	967	1,011	350		500	0%	400		400	80%
335	Memberships & Dues	200	570	350	600	450	133%	450		450	100%
343	Cellular Telephone	484	498	499	500	600	83%	600		600	100%
360	Repair & Maintenance Serv			547		600	0%	500		500	83%
370	Travel	1,948	1,897	800	2,261	2,000	113%	2,500		2,500	125%
380	Training Services	600	75		300	500	60%	500		500	100%
394	Jury and Witness Fees	70	30	60	10	200	5%	200		200	100%
397	Contracted Services	1,295		3,236	2,085	4,500	46%	2,500		2,500	56%
	\$2500.00 ProTem Judge										
Account:		72,038	72,388	72,206	72,002	79,187	91%	72,070	0	72,070	91%
410360 City/Municipal Court											
110	Salaries and Wages	70,630	84,250	93,291	52,789	97,000	54%	99,950		99,950	103%
111	Overtime	5,405	1,719	118	3	1,500	0%	500		500	33%
138	Vision Insurance	121	86	79	19	200	10%	155		155	78%
139	Dental Insurance	715	1,068	1,072	673	1,200	56%	1,230		1,230	103%
141	Unemployment Insurance	266	258	234	132	400	33%	350		350	88%
142	Workers' Compensation	209	246	216	116	325	36%	325		325	100%
143	Health Insurance	16,002	20,743	21,064	11,852	18,000	66%	21,850		21,850	121%
144	Life Insurance	102	234	190	94	200	47%	200		200	100%
145	FICA	5,728	6,332	6,909	3,881	7,200	54%	7,500		7,500	104%
149	ST/LT Disability		761	731	396	825	48%	655		655	79%
194	Flex Medical	650	1,250	1,400	700	1,400	50%	1,400		1,400	100%
335	Memberships & Dues	35	35		100	120	83%	120		120	100%
339	Certification Renewal		50		50	100	50%	100		100	100%
370	Travel				531	2,500	21%	2,000		2,000	80%
380	Training Services	450	450	225	475	500	95%	500		500	100%
397	Contracted Services					0	0%	845		845	*****
	\$845.00 Support for "For The Record"										
946	Computer Eq/Software				10,894	11,500	95%			0	0%
Account:		100,313	117,482	125,529	82,705	142,970	58%	137,680	0	137,680	96%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 8 of 27
Report ID: B240A1

130 CITY COURT						Current	%	Prelim.	Budget	Final	% Old
Account	Object	Actuals				Budget	Exp.	Budget	Changes	Budget	Budget
		21-22	22-23	23-24	24-25	24-25	24-25	25-26	25-26	25-26	25-26
Fund:		172,351	189,870	197,735	154,707	222,157	70%	209,750	0	209,750	94%
Orgn:		172,351	189,870	197,735	154,707	222,157	70%	209,750	0	209,750	94%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 9 of 27
Report ID: B240A1

150 CITY CLERK

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
410500 Financial Services											
110 Salaries and Wages		94,504	93,523	79,080	74,572	92,000	81%	92,000		92,000	100%
111 Overtime		1,461	5,933	110		2,000	0%	2,000		2,000	100%
138 Vision Insurance		300	43	94	106	200	53%	200		200	100%
139 Dental Insurance		2,022	999	756	828	1,000	83%	1,100		1,100	110%
141 Unemployment Insurance		336	301	198	186	400	47%	400		400	100%
142 Workers' Compensation		329	285	182	162	400	41%	400		400	100%
143 Health Insurance		9,196	20,365	15,822	13,027	15,000	87%	15,000		15,000	100%
144 Life Insurance		129	211	156	126	250	50%	250		250	100%
145 FICA		7,210	7,403	5,947	5,592	6,800	82%	6,800		6,800	100%
149 ST/LT Disability			872	727	745	900	83%	900		900	100%
194 Flex Medical		1,300	725	856	732	1,200	61%	1,200		1,200	100%
210 Office Supplies & Materia		2,694	3,498	3,544	1,296	4,000	32%	4,000		4,000	100%
220 Operating Supplies		7,993	6,395	3,288	2,135	8,000	27%	8,000		8,000	100%
311 Postage		3,180	2,262	2,421	2,560	3,000	85%	3,000		3,000	100%
312 Networking Fees		4,851	6,470	6,068	6,780	6,400	106%	6,800		6,800	106%
322 Books/Catalogs, etc.		550		350		550	0%	550		550	100%
335 Memberships & Dues		638	490	294	150	500	30%	400		400	80%
337 Advertising		466	1,710	282	130	900	14%	500		500	56%
339 Certification Renewal		200		200	100	200	50%	200		200	100%
343 Cellular Telephone		1,448	506	499	500	700	71%	700		700	100%
350 Professional Services					2,048	0	***%			0	0%
353 Accounting and Auditing		41,277	68,643	62,118	67,950	64,000	106%	65,000		65,000	102%
355 Data Processing Services				170		0	0%			0	0%
356 Consultant's Services			1,863			500	0%	500		500	100%
362 Office Machinery & Equip.		98	125	474	2,499	2,500	100%	2,500		2,500	100%
370 Travel		515	633			1,000	0%	1,000		1,000	100%
380 Training Services		1,192	327	30	495	400	124%	400		400	100%
393 Recording Documents			-5			0	0%			0	0%
397 Contracted Services		44,641	39,632	71,108	67,709	59,000	115%	59,000		59,000	100%
Black Mountain Programs											
Laserfische											
Fisher Copy Machine Lease											
530 Rent		869	922	1,138	1,022	1,400	73%	1,200		1,200	86%
Baker Transfer & Storage											
946 Computer Eq/Software					-1	15,000	0%	5,000		5,000	33%
Account:		227,399	264,131	255,912	251,449	288,200	87%	279,000	0	279,000	96%
Fund:		227,399	264,131	255,912	251,449	288,200	87%	279,000	0	279,000	96%
Orgn:		227,399	264,131	255,912	251,449	288,200	87%	279,000	0	279,000	96%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 10 of 27
Report ID: B240A1

170 CITY ATTORNEY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
411100 Legal Services											
110 Salaries and Wages		22,118			76,923	80,000	96%	80,000		80,000	100%
138 Vision Insurance		171			74	75	99%	80		80	107%
139 Dental Insurance		961			577	575	100%	615		615	107%
141 Unemployment Insurance		77			192	1,200	16%	200		200	17%
142 Workers' Compensation		131			444	4,100	11%	475		475	12%
143 Health Insurance		5,351			10,168	10,101	101%	10,925		10,925	108%
144 Life Insurance		42			75	75	100%	78		78	104%
145 FICA		1,692			5,885	5,600	105%	6,000		6,000	107%
149 ST/LT Disability					584	700	83%			0	0%
210 Office Supplies & Materia		1,538				0	0%			0	0%
220 Operating Supplies		954	3,388	703	86	3,000	3%	2,000		2,000	67%
312 Networking Fees		2,945	3,458	3,016	3,183	3,500	91%	3,500		3,500	100%
337 Advertising		440		414		300	0%	100		100	33%
338 Code Review and Audit		2,924	2,533	2,791	3,231	3,000	108%	3,300		3,300	110%
343 Cellular Telephone		1,108	498	499	1,267	550	230%	550		550	100%
370 Travel		1,019	768	942	686	1,000	69%	1,000		1,000	100%
380 Training Services		980	-275			500	0%	250		250	50%
397 Contracted Services		103,200	136,827	145,325	72,000	78,000	92%	74,000		74,000	95%
Account:		145,651	147,197	153,690	175,375	192,276	91%	183,073	0	183,073	95%
Fund:		145,651	147,197	153,690	175,375	192,276	91%	183,073	0	183,073	95%
Orgn:		145,651	147,197	153,690	175,375	192,276	91%	183,073	0	183,073	95%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 11 of 27
Report ID: B240A1

180 CITY HALL		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
		21-22	22-23	23-24	24-25	24-25	24-25	25-26	25-26	25-26	25-26
1000 GENERAL											
410500 Financial Services											
220	Operating Supplies		-80			0	0%			0	0%
	Account:		-80			0	***%	0	0	0	0%
411200 Facilities Administration											
110	Salaries and Wages	5,534	5,913	5,553		0	0%			0	0%
138	Vision Insurance	226	226	218		0	0%			0	0%
139	Dental Insurance	168	162	65		0	0%			0	0%
141	Unemployment Insurance	19	18	14		0	0%			0	0%
142	Workers' Compensation	71	81	72		0	0%			0	0%
143	Health Insurance	3,134	3,253	1,448		0	0%			0	0%
144	Life Insurance	7	17	6		0	0%			0	0%
145	FICA	423	452	425		0	0%			0	0%
149	ST/LT Disability		53	27		0	0%			0	0%
220	Operating Supplies	9,893	12,225	9,443	9,169	15,000	61%	15,000		15,000	100%
231	Gas, Oil, Diesel Fuel, Gr	39				50	0%	50		50	100%
337	Advertising		30	48		100	0%	100		100	100%
341	Electric Utility Services	7,185	7,578	9,476	8,126	10,000	81%	10,000		10,000	100%
344	Gas Utility Service	4,287	4,862	3,246	3,602	5,000	72%	5,000		5,000	100%
345	Telephone	11,575	12,161	13,162	12,225	13,500	91%	13,500		13,500	100%
350	Professional Services	7,237		555	100	3,000	3%	2,000		2,000	67%
361	Motor Vehicle Repair & Ma	85	110	352	157	500	31%	500		500	100%
366	Building Maintenance	17,087	18,292	9,607	26,197	30,000	87%	31,265		31,265	104%
397	Contracted Services	6,750	7,084	11,856	11,949	23,500	51%	20,077		20,077	85%
398	Janitorial Service				14,625	14,000	104%	14,000		14,000	100%
921	Administrative Buildings			26,170		0	0%			0	0%
	Account:	73,720	72,517	91,743	86,150	114,650	75%	111,492	0	111,492	97%
	Fund:	73,720	72,437	91,743	86,150	114,650	75%	111,492	0	111,492	97%
	Orgn:	73,720	72,437	91,743	86,150	114,650	75%	111,492	0	111,492	97%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 12 of 27
Report ID: B240A1

200 POLICE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
410500 Financial Services											
311 Postage			5	36		0	0%			0	0%
Account:			5	36		0	***%	0	0	0	0%
420100 Law Enforcement Services											
110 Salaries and Wages		838,165	884,026	896,397	1,003,108	1,099,196	91%	1,003,000		1,003,000	91%
111 Overtime		52,221	72,117	75,760	95,093	92,000	103%	92,000		92,000	100%
138 Vision Insurance		961	907	789	876	1,200	73%	1,000		1,000	83%
139 Dental Insurance		6,006	5,514	5,988	6,923	7,500	92%	7,500		7,500	100%
141 Unemployment Insurance		3,116	2,907	2,430	2,745	3,000	92%	3,800		3,800	127%
142 Workers' Compensation		22,549	30,967	26,223	29,743	35,000	85%	35,000		35,000	100%
143 Health Insurance		141,745	151,735	147,520	150,810	155,000	97%	157,354		157,354	102%
144 Life Insurance		945	1,701	1,424	1,138	2,000	57%	2,000		2,000	100%
145 FICA		12,534	13,343	13,650	15,503	15,970	97%	16,500		16,500	103%
146 PERS		18				0	0%			0	0%
147 MPORS		108,065	109,784	105,513	132,552	144,000	92%	140,000		140,000	97%
149 ST/LT Disability			7,540	6,526	6,522	7,900	83%	7,400		7,400	94%
194 Flex Medical		600	745	600	600	1,200	50%	1,200		1,200	100%
210 Office Supplies & Materia		1,852	2,100	20,648	7,146	8,200	87%	8,200		8,200	100%
220 Operating Supplies		18,105	16,684	31,106	37,570	27,000	139%	27,000		27,000	100%
231 Gas, Oil, Diesel Fuel, Gr		32,344	26,182	18,859	20,554	23,500	87%	20,000		20,000	85%
239 Tires/Tubes/Chains		1,949	609	2,483	720	2,500	29%	2,500		2,500	100%
311 Postage		590	1,476	699	464	1,500	31%	1,000		1,000	67%
312 Networking Fees		13,763	14,033	13,728	14,176	15,000	95%	15,000		15,000	100%
316 Radio Services			973			1,000	0%	1,000		1,000	100%
335 Memberships & Dues		1,505	1,399	3,034	2,557	2,500	102%	2,800		2,800	112%
336 Public Relations		250	305	190	40	500	8%	500		500	100%
337 Advertising		673	4,370	3,140	1,373	4,500	31%	3,000		3,000	67%
343 Cellular Telephone		4,667	4,994	7,791	8,263	15,000	55%	8,500		8,500	57%
347 Towing		375	-125	100		300	0%	200		200	67%
350 Professional Services			1,468	2,000	1,654	1,500	110%	2,000		2,000	133%
351 Medical, Dental, Veterina		853	8,040	620	684	3,000	23%	3,000		3,000	100%
355 Data Processing Services						1,000	0%			0	0%
361 Motor Vehicle Repair & Ma		13,651	18,579	13,617	14,795	21,800	68%	20,000		20,000	92%
362 Office Machinery & Equip.		2,004			2,625	4,800	55%	4,800		4,800	100%
366 Building Maintenance			113			0	0%			0	0%
370 Travel		7,204	9,573	1,743	3,630	6,000	61%	5,000		5,000	83%
380 Training Services		21,756	19,482	16,458	18,341	22,000	83%	18,000		18,000	82%
397 Contracted Services		8,077	13,430	23,445	21,300	22,500	95%	26,489		26,489	118%
732 Purchases from Donations/						0	0%	1,000		1,000	*****%
Check with City Clerk for cash balance before making purchases*											
811 Liability Deductibles		972				0	0%			0	0%
940 Machinery & Equipment				2,716		0	0%			0	0%
943 Vehicle(s)		57,512		81,474		0	0%			0	0%
Account:		1,375,027	1,424,971	1,526,671	1,601,505	1,748,066	92%	1,636,743	0	1,636,743	93%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 13 of 27
Report ID: B240A1

200 POLICE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
420120	Facilities										
366	Building Maintenance			6,407		0	0%			0	0%
	Account:			6,407		0	***%	0	0	0	0%
420160	Communications										
110	Salaries and Wages	296,916	322,879	339,887	358,006	353,218	101%	383,854		383,854	109%
111	Overtime	10,830	12,058	11,851	13,936	15,000	93%	15,000		15,000	100%
138	Vision Insurance	343	343	345	410	325	126%	400		400	123%
139	Dental Insurance	2,075	2,064	2,128	3,208	2,296	140%	3,400		3,400	148%
141	Unemployment Insurance	1,077	1,012	879	930	1,300	72%	1,400		1,400	108%
142	Workers' Compensation	9,399	11,033	9,692	10,290	11,500	89%	11,500		11,500	100%
143	Health Insurance	64,628	68,755	71,802	65,724	68,700	96%	70,100		70,100	102%
144	Life Insurance	402	760	673	488	750	65%	600		600	80%
145	FICA	21,511	23,474	24,636	26,849	28,000	96%	31,000		31,000	111%
149	ST/LT Disability		2,719	2,754	2,467	2,900	85%	3,000		3,000	103%
	Account:	407,181	445,097	464,647	482,308	483,989	100%	520,254	0	520,254	107%
440600	Animal Control Services										
110	Salaries and Wages	24,724	46,440	46,780	50,063	52,000	96%	52,000		52,000	100%
111	Overtime			85	74	900	0%	200		200	22%
138	Vision Insurance	54	86			80	93%	76		76	95%
139	Dental Insurance	334	516	521	577	575	100%	615		615	107%
141	Unemployment Insurance	87	140	117	125	135	93%	150		150	111%
142	Workers' Compensation	762	1,548	1,303	1,402	1,670	84%	1,500		1,500	90%
143	Health Insurance	6,535	10,794	11,410	10,168	10,101	101%	10,925		10,925	108%
144	Life Insurance	45	127	112	81	123	66%	85		85	69%
145	FICA	1,863	3,515	3,541	3,792	4,030	94%	4,000		4,000	99%
149	ST/LT Disability		331	361	322	380	85%	325		325	86%
220	Operating Supplies	1,146	287	186	22	1,200	2%	800		800	67%
226	Clothing and Uniforms		46			400	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr	48	311	2,044	1,815	3,000	61%	2,000		2,000	67%
239	Tires/Tubes/Chains	655	55			700	0%	700		700	100%
316	Radio Services			1,007	500	500	100%	500		500	100%
343	Cellular Telephone					500	0%			0	0%
361	Motor Vehicle Repair & Ma			298	259	2,000	13%	2,000		2,000	100%
397	Contracted Services			5,000	4,654	6,000	78%	6,000		6,000	100%
	Account:	36,253	64,196	72,765	73,854	84,294	88%	81,876	0	81,876	97%
Fund:		1,818,461	1,934,269	2,070,526	2,157,667	2,316,349	93%	2,238,873	0	2,238,873	96%
Orgn:		1,818,461	1,934,269	2,070,526	2,157,667	2,316,349	93%	2,238,873	0	2,238,873	96%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 14 of 27
Report ID: B240A1

230 FAP

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
1000	GENERAL										
420120	Facilities										
110	Salaries and Wages	9,329	9,966	9,359		0	0%			0	0%
138	Vision Insurance	45	45	30		0	0%			0	0%
139	Dental Insurance	283	272	182		0	0%			0	0%
141	Unemployment Insurance	33	30	23		0	0%			0	0%
142	Workers' Compensation	120	138	122		0	0%			0	0%
143	Health Insurance	5,282	5,483	4,060		0	0%			0	0%
144	Life Insurance	13	30	17		0	0%			0	0%
145	FICA	714	763	716		0	0%			0	0%
149	ST/LT Disability		84	57		0	0%			0	0%
220	Operating Supplies	2,300	3,108	1,997	1,483	3,500	42%	3,500		3,500	100%
336	Public Relations		-7,794			0	0%			0	0%
341	Electric Utility Services	22,146	24,495	30,081	28,022	32,000	88%	32,000		32,000	100%
344	Gas Utility Service	16,074	17,731	11,553	12,395	16,000	77%	16,000		16,000	100%
345	Telephone	6,831	7,120	7,254	7,668	8,000	96%	8,000		8,000	100%
366	Building Maintenance	25,164	32,827	18,798	39,401	30,000	131%	30,000		30,000	100%
397	Contracted Services	285	706	2,577	429	1,500	29%	1,500		1,500	100%
398	Janitorial Service				9,750	9,000	108%	9,800		9,800	109%
975	Safety Equipment	18,746	7,794			0	0%			0	0%
Account:		107,365	102,798	86,826	99,148	100,000	99%	100,800	0	100,800	100%
Fund:		107,365	102,798	86,826	99,148	100,000	99%	100,800	0	100,800	100%
Orgn:		107,365	102,798	86,826	99,148	100,000	99%	100,800	0	100,800	100%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 15 of 27
Report ID: B240A1

240 FIRE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
420400 Fire Protection & Control											
110 Salaries and Wages		98,910	109,727	113,469	168,601	163,000	103%	173,000		173,000	106%
138 Vision Insurance				28	74	75	99%	76		76	101%
139 Dental Insurance				177	577	575	100%	615		615	107%
141 Unemployment Insurance		369	353	293	431	600	72%	600		600	100%
142 Workers' Compensation		6,253	7,374	6,657	11,048	9,000	123%	13,000		13,000	144%
143 Health Insurance				3,724	10,168	10,101	101%	10,925		10,925	108%
144 Life Insurance		888	852	718	575	1,000	58%	900		900	90%
145 FICA		7,848	8,726	8,872	13,161	13,000	101%	15,000		15,000	115%
149 ST/LT Disability				122	395	500	79%	500		500	100%
190 Other Personal Services		4,089	3,938	3,413	3,623	4,000	91%	4,000		4,000	100%
194 Flex Medical				209	600	600	100%	600		600	100%
210 Office Supplies & Materia		867	954	3,130	1,378	1,500	92%	1,500		1,500	100%
217 Fire Investigation		1,692	2,798	2,418	1,444	3,000	48%	2,000		2,000	67%
220 Operating Supplies		17,549	33,025	18,035	16,970	25,000	68%	38,000		38,000	152%
Locker's \$18,000											
223 Meals/Food		2,293	1,937	2,862	3,081	3,500	88%	3,000		3,000	86%
226 Clothing and Uniforms		27,083	24,483	53,201	71,693	67,500	106%	55,000		55,000	81%
231 Gas, Oil, Diesel Fuel, Gr		14,054	17,118	14,068	18,227	18,000	101%	18,300		18,300	102%
232 Motor Vehicle Parts		9,203	12,612	12,272	13,050	15,000	87%	15,000		15,000	100%
233 Machinery & Equipment Par		6,059	5,288	6,395	4,657	10,000	47%	9,000		9,000	90%
239 Tires/Tubes/Chains		2,896	3,201	7,774	5,276	5,000	106%	5,000		5,000	100%
241 Consumable Tools		317	167	277	815	1,000	82%	1,000		1,000	100%
252 Map and Code Books		46				0	0%			0	0%
261 Photo Supplies		1,289	77			500	0%	300		300	60%
300 Purchased Services		1,783	1,933	556	187	1,500	12%	900		900	60%
311 Postage				4	13	0	***%	25		25	*****%
312 Networking Fees		5,798	5,977	5,806	6,403	6,000	107%	6,500		6,500	108%
316 Radio Services		3,910	5,358	8,018	16,710	15,000	111%	13,000		13,000	87%
335 Memberships & Dues		465	80	300	240	900	27%	500		500	56%
336 Public Relations		2,878	3,561	2,172	1,350	3,000	45%	2,500		2,500	83%
337 Advertising				138	38	100	38%	100		100	100%
343 Cellular Telephone		1,574	4,918	4,762	3,204	3,500	92%	3,500		3,500	100%
350 Professional Services		462	581		788	1,000	79%	1,000		1,000	100%
351 Medical, Dental, Veterina				30		500	0%			0	0%
355 Data Processing Services			400			300	0%	100		100	33%
361 Motor Vehicle Repair & Ma		9,698	12,368	20,276	20,489	20,000	102%	20,000		20,000	100%
369 Other Repair & Maint Serv		96,460	10,205	18,205	15,656	15,000	104%	12,000		12,000	80%
370 Travel				1,143	1,181	3,000	39%	2,000		2,000	67%
371 Safety Program		4,879	7,132	5,758	4,596	7,200	64%	5,000		5,000	69%
380 Training Services		4,186	3,413	1,780	2,449	3,000	82%	3,000		3,000	100%
397 Contracted Services		444	468	4,674	7,185	5,000	144%	8,000		8,000	160%
732 Purchases from Donations/		670	3,900	4,976	6,168	9,544	65%	22,604		22,604	237%
Check Cash Balance with City Clerk before making purchases											
940 Machinery & Equipment			47,400			0	0%			0	0%
943 Vehicle(s)		79,504		156,796		0	0%	630,360		630,360	*****%
This is a partial of the fire truck. The other part is being taken out of Capital.											

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 16 of 27
Report ID: B240A1

240 FIRE DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
946	Computer Eq/Software			6,001		0	0%			0	0%
	Account:	414,416	340,324	499,509	432,501	446,995	97%	1,098,405	0	1,098,405	245%
420420	Facilities										
232	Motor Vehicle Parts			42		0	0%			0	0%
	Account:			42		0	***%	0	0	0	0%
490000	Debt Service										
610	Principal	23,575	11,825	11,519	23,496	23,497	100%	38,029		38,029	162%
	Brush Truck Principal \$24,891.67										
	Fire Truck Principal \$13,136.99										
620	Interest	486	92	5,210	9,961	9,961	100%	21,332		21,332	214%
	Brush Truck Interest \$7468.43										
	Fire Truck Interest \$13,863.01										
	Account:	24,061	11,917	16,729	33,457	33,458	100%	59,361	0	59,361	177%
	Fund:	438,477	352,241	516,280	465,958	480,453	97%	1,157,766	0	1,157,766	240%
	Orgn:	438,477	352,241	516,280	465,958	480,453	97%	1,157,766	0	1,157,766	240%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 17 of 27
Report ID: B240A1

250 FIRE INSPECTIONS

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
		21-22	22-23	23-24	24-25	24-25	24-25	25-26	25-26	25-26	25-26
1000	GENERAL										
420500	Protective Inspections										
110	Salaries and Wages	19,491	9,996	8,044	8,824	12,000	74%	12,000		12,000	100%
111	Overtime	140				200	0%	200		200	100%
138	Vision Insurance	25	27	13	11	50	22%	30		30	60%
139	Dental Insurance	155	75	78	87	165	53%	100		100	61%
141	Unemployment Insurance	69	28	20	22	70	31%	70		70	100%
142	Workers' Compensation	116	69	47	51	90	57%	60		60	67%
143	Health Insurance	2,977	3,372	1,712	1,525	2,500	61%	2,000		2,000	80%
144	Life Insurance	21	37	17	11	40	28%	35		35	88%
145	FICA	1,498	765	616	666	800	83%	800		800	100%
149	ST/LT Disability		172	68	60	200	30%	100		100	50%
194	Flex Medical	180	96	90		150	0%	150		150	100%
210	Office Supplies & Materia	67	125			300	0%	200		200	67%
220	Operating Supplies	165			416	500	83%	400		400	80%
231	Gas, Oil, Diesel Fuel, Gr	34				500	0%	200		200	40%
300	Purchased Services	150				200	0%	200		200	100%
343	Cellular Telephone	388	174	270	250	300	83%	300		300	100%
370	Travel			199		400	0%	200		200	50%
380	Training Services					400	0%	200		200	50%
397	Contracted Services					100	0%	100		100	100%
Account:		25,476	14,936	11,174	11,923	18,965	63%	17,345	0	17,345	91%
Fund:		25,476	14,936	11,174	11,923	18,965	63%	17,345	0	17,345	91%
Orgn:		25,476	14,936	11,174	11,923	18,965	63%	17,345	0	17,345	91%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 18 of 27
Report ID: B240A1

253 BUILDING DEPARTMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
						24-25	24-25	25-26	25-26	25-26	25-26
1000 GENERAL											
420500 Protective Inspections											
110	Salaries and Wages	41,752	23,892	39,765	41,602	43,000	97%	44,000		44,000	102%
111	Overtime	325				200	0%	100		100	50%
138	Vision Insurance	61	37	59	51	60	85%	65		65	108%
139	Dental Insurance	382	226	365	404	500	81%	520		520	104%
141	Unemployment Insurance	147	66	100	103	225	46%	200		200	89%
142	Workers' Compensation	247	162	223	236	260	91%	300		300	115%
143	Health Insurance	7,421	4,740	7,987	7,118	7,300	98%	7,700		7,700	105%
144	Life Insurance	51	49	78	50	85	59%	78		78	92%
145	FICA	3,207	1,828	3,044	3,140	3,500	90%	3,500		3,500	100%
149	ST/LT Disability		171	320	279	380	73%	380		380	100%
194	Flex Medical	420	224	420		225	0%	225		225	100%
220	Operating Supplies	1,687	994	794	1,037	1,200	86%	1,200		1,200	100%
231	Gas, Oil, Diesel Fuel, Gr	85	277	1,374	1,348	1,500	90%	1,600		1,600	107%
240	Other Repair & Maintenanc	128		843	10	1,000	1%	1,000		1,000	100%
300	Purchased Services					300	0%			0	0%
312	Networking Fees	4,079	4,029	3,990	4,631	4,100	113%	4,700		4,700	115%
335	Memberships & Dues	1,180	1,197		1,085	1,000	109%	1,100		1,100	110%
337	Advertising		1,520	26		300	0%	100		100	33%
343	Cellular Telephone	1,094	521	811	749	1,500	50%	1,000		1,000	67%
370	Travel	431		875		1,200	0%	1,000		1,000	83%
380	Training Services	87	1,165	470		500	0%	400		400	80%
Account:		62,784	41,098	61,544	61,843	68,335	90%	69,168	0	69,168	101%
Fund:		62,784	41,098	61,544	61,843	68,335	90%	69,168	0	69,168	101%
Orgn:		62,784	41,098	61,544	61,843	68,335	90%	69,168	0	69,168	101%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 19 of 27
Report ID: B240A1

255 CODE ENFORCEMENT/SAFETY

		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
		21-22	22-23	23-24	24-25	24-25	24-25	25-26	25-26	25-26	25-26

1000 GENERAL											
420130 City Safety Administration											
110	Salaries and Wages			8,043	8,824	13,000	68%	10,000		10,000	77%
138	Vision Insurance			13	11	65	17%	40		40	62%
139	Dental Insurance			78	86	150	57%	100		100	67%
141	Unemployment Insurance			20	22	200	11%	100		100	50%
142	Workers' Compensation			47	50	200	25%	100		100	50%
143	Health Insurance			1,712	1,525	2,500	61%	1,800		1,800	72%
144	Life Insurance			17	20	50	40%	40		40	80%
145	FICA			624	666	1,000	67%	900		900	90%
149	ST/LT Disability			82	124	200	62%	200		200	100%
194	Flex Medical			90		100	0%	100		100	100%
220	Operating Supplies	300				500	0%	400		400	80%
380	Training Services					400	0%	200		200	50%
	Account:	300		10,726	11,328	18,365	62%	13,980	0	13,980	76%
420500 Protective Inspections											
110	Salaries and Wages					500	0%	500		500	100%
111	Overtime					50	0%	50		50	100%
139	Dental Insurance					100	0%	100		100	100%
141	Unemployment Insurance					20	0%	20		20	100%
142	Workers' Compensation					100	0%	50		50	50%
144	Life Insurance					25	0%	25		25	100%
145	FICA					500	0%	400		400	80%
194	Flex Medical					100	0%	100		100	100%
220	Operating Supplies	4			416	100	416%	100		100	100%
312	Networking Fees	376	40	41		100	0%	100		100	100%
343	Cellular Telephone	69				300	0%	200		200	67%
370	Travel					200	0%	200		200	100%
	Account:	449	40	41	416	2,095	20%	1,845	0	1,845	88%
	Fund:	749	40	10,767	11,744	20,460	57%	15,825	0	15,825	77%
	Orgn:	749	40	10,767	11,744	20,460	57%	15,825	0	15,825	77%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 20 of 27
Report ID: B240A1

270 AMBULANCE						Current	%	Prelim.	Budget	Final	% Old
		Actuals				Budget	Exp.	Budget	Changes	Budget	Budget
Account	Object	21-22	22-23	23-24	24-25	24-25	24-25	25-26	25-26	25-26	25-26
1000 GENERAL											
420400 Fire Protection & Control											
232	Motor Vehicle Parts	852				0	0%			0	0%
	Account:	852				0	***%	0	0	0	0%
420730 Emergency Medical Services (Ambulance)											
110	Salaries and Wages	262,082	347,450	425,069	625,453	697,000	90%	684,000		684,000	98%
111	Overtime	18,577	29,222	61,789	105,377	55,442	190%	123,400		123,400	223%
138	Vision Insurance	407	507	584	790	810	98%	832		832	103%
139	Dental Insurance	2,412	2,967	3,652	6,686	6,360	105%	6,757		6,757	106%
141	Unemployment Insurance	973	1,124	1,218	1,827	1,800	102%	2,780		2,780	154%
142	Workers' Compensation	16,949	23,721	27,504	44,083	50,550	87%	49,700		49,700	98%
143	Health Insurance	46,102	63,627	78,966	112,961	111,107	102%	122,330		122,330	110%
144	Life Insurance	744	1,095	1,021	969	1,500	65%	1,100		1,100	73%
145	FICA	21,473	28,818	37,353	55,714	49,000	114%	61,330		61,330	125%
149	ST/LT Disability		2,895	3,094	4,207	4,300	98%	4,400		4,400	102%
194	Flex Medical	888	3,923	3,807	4,193	6,600	64%	6,600		6,600	100%
210	Office Supplies & Materia	581	208	581	427	800	53%	800		800	100%
220	Operating Supplies	7,649	9,136	5,144	3,814	5,000	76%	5,000		5,000	100%
222	Laboratory & Medical Supp	28,886	20,242	30,566	33,941	30,000	113%	30,000		30,000	100%
226	Clothing and Uniforms	3,969	16	1,281	2,793	1,766	158%	1,500		1,500	85%
229	Other Operating Supplies	1,387		4,711		0	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr	10,685	13,824	22,024	14,097	14,000	101%	14,000		14,000	100%
232	Motor Vehicle Parts	2,244	3,393	354	3,969	5,000	79%	5,000		5,000	100%
239	Tires/Tubes/Chains	20	2,212		2,800	1,500	187%	2,500		2,500	167%
256	Paramedic/Reimburs		5,000	6,667	10,000	15,000	67%	18,750		18,750	125%
311	Postage	15	34	11	1	50	2%	50		50	100%
312	Networking Fees	4,598	5,019	4,381	4,442	5,000	89%	5,000		5,000	100%
316	Radio Services	100	2,452	1,860		1,500	0%	1,500		1,500	100%
335	Memberships & Dues	215	1,168	993	681	1,500	45%	1,500		1,500	100%
336	Public Relations	528	62	4,562	126	1,000	13%	1,000		1,000	100%
343	Cellular Telephone	3,781	3,903	4,207	3,744	4,700	80%	4,700		4,700	100%
350	Professional Services	6,148	5,000	5,000	13,645	10,000	136%	10,000		10,000	100%
351	Medical, Dental, Veterina	65	120	163		300	0%			0	0%
360	Repair & Maintenance Serv	253	5,693	500	3,574	5,000	71%	5,000		5,000	100%
361	Motor Vehicle Repair & Ma	1,196	13,061	12,680	29,425	11,000	268%	15,000		15,000	136%
362	Office Machinery & Equip.				818	2,800	29%	2,800		2,800	100%
369	Other Repair & Maint Serv		54	149		200	0%	200		200	100%
370	Travel	2,050	1,630	2,107	175	5,000	4%	5,000		5,000	100%
380	Training Services	1,739	904	1,769	2,448	3,000	82%	3,000		3,000	100%
397	Contracted Services	43,262	48,283	54,432	65,759	53,250	123%	66,000		66,000	124%
732	Purchases from Donations/					0	0%	19,677		19,677	*****
Check with Clerk Treasurer for cash balance before making any purchases											
943	Vehicle(s)		55,869			25,000	0%	25,000		25,000	100%
946	Computer Eq/Software		9,085			2,000	0%	2,000		2,000	100%
948	Medical Equipment			2,716		0	0%			0	0%
	Account:	489,978	711,717	810,915	1,158,939	1,188,835	97%	1,308,206	0	1,308,206	110%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 21 of 27
Report ID: B240A1

		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
<hr/>											
270 AMBULANCE											
430730 Source of Supply											
397 Contracted Services		12				0	0%			0	0%
Account:		12				0	***%	0	0	0	0%
490000 Debt Service											
620 Interest		213				0	0%			0	0%
Account:		213				0	***%	0	0	0	0%
Fund:		491,055	711,717	810,915	1,158,939	1,188,835	97%	1,308,206	0	1,308,206	110%
Orgn:		491,055	711,717	810,915	1,158,939	1,188,835	97%	1,308,206	0	1,308,206	110%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 22 of 27
Report ID: B240A1

340 CITY SHOP						Current	%	Prelim.	Budget	Final	% Old
		Actuals				Budget	Exp.	Budget	Changes	Budget	Budget
Account	Object	21-22	22-23	23-24	24-25	24-25	24-25	25-26	25-26	25-26	25-26

1000 GENERAL											
411200 Facilities Administration											
920 Buildings		2,381				0	0%			0	0%
Account:		2,381				0	***%	0	0	0	0%
430200 Road & Street Services											
220 Operating Supplies		28		26		0	0%			0	0%
312 Networking Fees			93			0	0%			0	0%
366 Building Maintenance				612		0	0%			0	0%
Account:		28	93	638		0	***%	0	0	0	0%
430220 Facilities											
110 Salaries and Wages		6,948	7,669	7,671	5,179	6,000	86%	6,300		6,300	105%
111 Overtime		3		2	6	50	12%	50		50	100%
138 Vision Insurance		20	19	15	5	20	25%	20		20	100%
139 Dental Insurance		117	113	85	34	60	57%	60		60	100%
141 Unemployment Insurance		26	23	19	13	30	43%	30		30	100%
142 Workers' Compensation		109	127	110	83	130	64%	130		130	100%
143 Health Insurance		2,212	977	1,699	610	800	76%	800		800	100%
144 Life Insurance		8	18	14	33	30	110%	50		50	167%
145 FICA		532	585	585	395	400	99%	450		450	113%
149 ST/LT Disability			123	-151	257	275	93%	280		280	102%
194 Flex Medical		12	49	26	38	90	42%	90		90	100%
220 Operating Supplies		12,730	5,603	5,024	7,400	6,700	110%	6,700		6,700	100%
226 Clothing and Uniforms		261	250			500	0%	250		250	50%
231 Gas, Oil, Diesel Fuel, Gr		423	5,401	6,099	3,058	5,600	55%	4,600		4,600	82%
233 Machinery & Equipment Par		832	1,388	285	510	1,500	34%	1,200		1,200	80%
312 Networking Fees		5,879	5,628	5,690	5,959	5,500	108%	6,100		6,100	111%
335 Memberships & Dues		711	1,052	1,050	990	1,100	90%	1,100		1,100	100%
341 Electric Utility Services		11,988	12,982	14,424	14,906	1,400	***%	15,000		15,000	1071%
343 Cellular Telephone		559	1,811	560	560	1,500	37%	1,000		1,000	67%
344 Gas Utility Service		10,436	12,899	8,302	9,006	15,000	60%	12,000		12,000	80%
345 Telephone		771	787	791	851	750	113%	900		900	120%
350 Professional Services					170	350	49%	350		350	100%
351 Medical, Dental, Veterina			105			0	0%			0	0%
366 Building Maintenance		2,380	10,000	2,963	17,318	20,000	87%	50,000		50,000	250%
New Roof on Shop											
Account:		56,957	67,609	55,263	67,381	67,785	99%	107,460	0	107,460	158%
430900 Cemetery Services											
220 Operating Supplies				184		0	0%			0	0%
Account:				184		0	***%	0	0	0	0%
Fund:		59,366	67,702	56,085	67,381	67,785	99%	107,460	0	107,460	158%
Orgn:		59,366	67,702	56,085	67,381	67,785	99%	107,460	0	107,460	158%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 23 of 27
Report ID: B240A1

350 CEMETERY		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	21-22	22-23	23-24	24-25	24-25	24-25	25-26	25-26	25-26	25-26
1000 GENERAL											
430400 Transit Systems											
220 Operating Supplies			45				0 0%			0	0%
Account:			45				0 ***%	0	0	0	0%
430900 Cemetery Services											
110 Salaries and Wages		38,241	36,729	34,832	29,925	35,000	86%	33,000		33,000	94%
111 Overtime		10	1	2	17	10	170%	100		100	1000%
138 Vision Insurance		17	19	38	27	40	68%	50		50	125%
139 Dental Insurance		120	129	255	211	300	70%	350		350	117%
141 Unemployment Insurance		134	111	87	75	100	75%	120		120	120%
142 Workers' Compensation		1,761	1,715	1,359	1,171	1,500	78%	1,300		1,300	87%
143 Health Insurance		6,260	5,641	4,834	3,712	4,700	79%	4,200		4,200	89%
144 Life Insurance		38	64	35	54	100	54%	100		100	100%
145 FICA		2,670	2,655	2,677	2,310	2,500	92%	2,600		2,600	104%
149 ST/LT Disability			332	242	323	300	108%	340		340	113%
194 Flex Medical		291	357	505	297	400	74%	400		400	100%
220 Operating Supplies		1,596	3,469	1,591	7,100	3,000	237%	5,000		5,000	167%
231 Gas, Oil, Diesel Fuel, Gr		3,440	1,172	563	395	3,000	13%	2,000		2,000	67%
233 Machinery & Equipment Par		6,005	3,509	1,554	1,875	4,000	47%	3,500		3,500	88%
239 Tires/Tubes/Chains		558				500	0%	500		500	100%
337 Advertising		168	216	216	269	300	90%	200		200	67%
350 Professional Services					52	0	***%			0	0%
365 Tree Pruning/Grounds Main					40	2,000	2%	2,000		2,000	100%
397 Contracted Services						500	0%	200		200	40%
900 Capital Outlay			16,000			10,000	0%	5,000		5,000	50%
980 Lawn Mower					11,326	12,000	94%			0	0%
Account:		61,309	72,119	48,790	59,179	80,250	74%	60,960	0	60,960	75%
430920 Facilities											
341 Electric Utility Services		2,093	1,947	2,430	2,693	3,000	90%	3,000		3,000	100%
344 Gas Utility Service		1,268	1,160	747	781	1,100	71%	1,000		1,000	91%
366 Building Maintenance						1,000	0%	1,000		1,000	100%
Account:		3,361	3,107	3,177	3,474	5,100	68%	5,000	0	5,000	98%
Fund:		64,670	75,271	51,967	62,653	85,350	73%	65,960	0	65,960	77%
Orgn:		64,670	75,271	51,967	62,653	85,350	73%	65,960	0	65,960	77%

08/15/25
10:44:08

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 25 of 27
Report ID: B240A1

370 PARKS

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
1000 GENERAL											
430900 Cemetery Services											
220 Operating Supplies			33			0	0%			0	0%
Account:			33			0	***%	0	0	0	0%
460430 Parks											
110 Salaries and Wages		64,713	72,314	78,386	75,203	76,000	99%	80,000		80,000	105%
111 Overtime		7	2	159	20	200	10%	200		200	100%
138 Vision Insurance		13	22	77	54	100	54%	100		100	100%
139 Dental Insurance		98	157	518	421	550	77%	550		550	100%
141 Unemployment Insurance		226	222	197	189	250	76%	400		400	160%
142 Workers' Compensation		3,249	3,864	3,584	3,694	4,500	82%	4,500		4,500	100%
143 Health Insurance		10,464	9,923	8,873	7,411	8,500	87%	8,000		8,000	94%
144 Life Insurance		60	107	88	52	150	35%	150		150	100%
145 FICA		4,400	5,197	6,026	5,791	5,600	103%	5,800		5,800	104%
149 ST/LT Disability			453	393	285	600	48%	450		450	75%
194 Flex Medical		512	563	964	518	1,100	47%	1,100		1,100	100%
212 Trees, Shrubs, etc.		2,200	155	4,750	256	5,000	5%	5,000		5,000	100%
220 Operating Supplies		14,734	16,377	14,005	12,769	18,000	71%	13,000		13,000	72%
226 Clothing and Uniforms		179		243		1,500	0%	500		500	33%
231 Gas, Oil, Diesel Fuel, Gr		5,867	8,709	6,475	6,630	8,800	75%	8,000		8,000	91%
233 Machinery & Equipment Par		10,289	10,318	8,484	5,500	12,000	46%	10,000		10,000	83%
239 Tires/Tubes/Chains		1,227	452	1,663	432	3,000	14%	2,000		2,000	67%
312 Networking Fees			40	41		500	0%	200		200	40%
336 Public Relations						100	0%			0	0%
337 Advertising			395	52		500	0%	100		100	20%
339 Certification Renewal			200			100	0%	100		100	100%
341 Electric Utility Services		1,261	1,643	1,956	2,421	2,000	121%	2,500		2,500	125%
343 Cellular Telephone		161	49			300	0%	200		200	67%
344 Gas Utility Service		2,178	1,906	1,197	1,029	2,100	49%	2,000		2,000	95%
350 Professional Services		9,992	1,250	708	20	1,500	1%	1,000		1,000	67%
351 Medical, Dental, Veterina		170	105	170		300	0%			0	0%
360 Repair & Maintenance Serv		6,641		475		1,500	0%	1,000		1,000	67%
365 Tree Pruning/Grounds Main		4,700	13,481	10,335	13,575	12,000	113%	12,000		12,000	100%
366 Building Maintenance		14,069	1,064	9,383	578	15,000	4%	10,000		10,000	67%
370 Travel		34				500	0%	200		200	40%
380 Training Services						200	0%			0	0%
397 Contracted Services		236	350	944	2,178	500	436%	2,500		2,500	500%
452 Gravel and Sand				1,662		3,000	0%	2,000		2,000	67%
542 Accommodation Tax		330	2,102	4,384	4,586	5,000	92%	5,500		5,500	110%
936 Parks & Recreation Facili				45,094		42,900	0%	10,000		10,000	23%
937 Irrigation System					79,173	80,000	99%			0	0%
950 Park Development		176,483		48,104		75,000	0%	50,000		50,000	67%
980 Lawn Mower					11,326	12,000	94%			0	0%
Account:		334,493	151,420	259,390	234,111	400,850	58%	239,050	0	239,050	59%

08/15/25
10:44:09

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 26 of 27
Report ID: B240A1

370 PARKS

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
460445	SPLASH PARK										
220	Operating Supplies	259				0	0%			0	0%
339	Certification Renewal	898				0	0%			0	0%
341	Electric Utility Services	1,434	524	229	-210	650	-32%			0	0%
345	Telephone	767	139			0	0%			0	0%
	Account:	3,358	663	229	-210	650	-32%	0	0	0	0%
	Fund:	337,851	152,116	259,619	233,901	401,500	58%	239,050	0	239,050	59%
	Orgn:	337,851	152,116	259,619	233,901	401,500	58%	239,050	0	239,050	59%

08/15/25
10:44:09

CITY OF LAUREL
Expenditure Budget by Org Report -- MultiYear Actuals
For the Year: 2025 - 2026

Page: 27 of 27
Report ID: B240A1

900 TRANSFER		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	21-22	22-23	23-24	24-25	Budget	Exp.	Budget	Changes	Budget	Budget
						24-25	24-25	25-26	25-26	25-26	25-26
1000 GENERAL											
521000 Interfund Operating Transfers Out											
820	Transfers to Other Funds	140,000	140,000	140,000	140,000	140,001	100%	180,074		180,074	129%
821	Grant Match Transfer	7,400	7,400	7,400	7,400	7,405	100%	8,970		8,970	121%
	Account:	147,400	147,400	147,400	147,400	147,406	100%	189,044	0	189,044	128%
	Fund:	147,400	147,400	147,400	147,400	147,406	100%	189,044	0	189,044	128%
	Orgn:	147,400	147,400	147,400	147,400	147,406	100%	189,044	0	189,044	128%
Grand Total: 4,699,141 4,805,124 5,326,519 5,285,355 6,185,452 6,786,811 0 6,786,811											

File Attachments for Item:

10. Council Workshop Minutes of September 2, 2025.

**MINUTES
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 02, 2025**

A Council Workshop was held in Council Chambers and called to order by Mayor Dave Waggoner at 6:29 p.m. on September 2, 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 checked="" type="checkbox"/> Jodi Mackay

OTHERS PRESENT:

Brittney Harakal, Administrative Assistant
Michele Braukmann, Civil Attorney
Kurt Markegard, CAO
JW Hopper, Fire Chief (Left at 6:31 p.m)

Public Input:

There were none.

General Items

1. Appointment of Jon Rutt to the Tree/Park Board.

No discussion on the item.

2. Appointments of Cody Olvera, Keith Guy, Justin Lackore, and Jarit Fitchener to the Laurel Volunteer Fire Department.

The Fire Chief introduced three of the four appointees. Mr. Lackore was unable to attend tonight's meeting.

3. Appointment of Kay Wilcox to the Library Board for a five-year term ending June 30, 2030.

No discussion on the item.

4. **Planning:** Zone Change from R-6000 to RMF Ironhorse Subdivision. (Public Hearing September 9, 2025)

This item went before the City/County Planning Board in August 2025. The legal description is all of block 6 and lots 1&2 of block 7. There will be a public hearing at next week's meeting.

It was questioned where this development is located. It was clarified along Great Northern along the duplex side of the development.

Executive Review

5. **Planning:** Resolution - Resolution Of The City Council To Approve A Conditional Use Permit For The Owl Café To Allow On-Site Sale And Consumption Of Alcohol At 203 East Main, Laurel, Montana. (Public Hearing September 9, 2025)

This conditional use permit is for the sale and on-premises consumption of alcohol within the Central Business District.

It was questioned whether this is a new place in town or if it is replacing an existing one. It was clarified that the question should be asked during next week's public hearing.

The City Attorney reminded Council to review the documentation within their packet prior to next week's meeting. These are all land use issues. There is a comprehensive record that the Council receives all the same facts.

6. **Planning:** Resolution - Resolution Of Intent Of The City Council To Annex The Property Legally Described As Parcel 1a Of Certificate Of Survey 3034, Amended (24), Being The Proposed Cherry Hill Subdivision, 4th Filing, Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Zoning Designation Upon Annexation Of The Property. (Public Hearing September 9, 2025)

There will be a public hearing next week. Residents within the area have been notified. This is the 4th filing and will connect to the Elena Subdivision. This is the annexation/zoning/subdivision of 48 lots.

7. **Planning:** Resolution - A Resolution Of The City Council Approving The Variance Requested By Love's Travel Stops & Country Stores To Allow Signage Exceeding The Height Limitations Of The Highway Commercial Zoning District. (Public Hearing September 9, 2025)

The applicant will be present at next week's public hearing to give their proposal to the Council.

Mr. Thomae asked if he could speak regarding this issue tonight. The public is asked to speak during the public hearing.

8. **Planning:** Resolution - A Resolution Of The City Council Approving A Conditional Use Permit For Love's Travel Stops & Country Stores, Based Upon The Recommendation Of The Laurel Zoning Commission.

There is no public hearing on this item. The request is to put in four RV parking spaces. These spaces will have full hookups and are designed to accommodate overnight visitors. They can go through a full subdivision request or get a conditional use permit.

It was questioned whether this is being brought in early, and that is why the Council is voting early. It was clarified that it was always part of their plan to install RV spots.

It was questioned whether the conditional use permit is temporary. It was clarified that it is to allow for the conditional use. Now that they have been annexed into the City, they are able to request a conditional use permit.

Shawn Mullaney, 207 E. 11th Street, stated he thought they were putting in an RV park. It was clarified that there are currently only four spots, but they plan to add more as needed.

9. **Public Works:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

This small service contract is for the sidewalk in Nutting Park. There is still a block between the park and the school in the County that needs to be addressed. This is phase 1 of the project.

Council Issues

There were none.

Other Items

There were none.

Attendance at Upcoming Council Meeting

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

Announcements

The Tree/Park Board meeting will be Thursday at 5:30 p.m. in Council Chambers.

The paving project at the Cemetery has been completed.

The council workshop adjourned at 6:52 p.m.

Respectfully submitted,



Brittney Harakal
Administrative Assistant

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

File Attachments for Item:

11. Budget/Finance Committee Minutes of September 9, 2025.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, September 09, 2025**

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

Others Present: Kelly Strecker, David Waggoner, Matt Wheeler

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 August 26, 2025, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of August 26, 2025. Casey Wheeler seconded the motion. With no objection, the minutes of August 26, 2025, were approved. There was no public comment or committee discussion.
2. Review and approve purchase requisitions. Matt Wheeler presented a purchase requisition for repairs on one of the garbage trucks. He stated this was an emergency repair as the truck could not be used because the radiator needed to be repaired. Matt stated that the truck was overheating and was more common when the temperatures outside were extremely warm. The cost of the radiator repair is \$8417.93. Michelle Mize moved to approve the purchase requisition for the garbage truck radiator repair. Heidi Sparks seconded the motion. With no objection, the purchase requisition was approved. There was no public comment.
3. Review and recommend approval to Council; claims entered through September 05, 2025. Richard Klose moved to approve the claims and check register for claims entered through September 05, 2025. Casey Wheeler seconded the motion. With no objection, the claims and check register of September 05, 2025, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending August 31, 2025, totaling \$279,256.38. Heidi Sparks motioned to approve the payroll register for the pay period ending August 31, 2025, totaling \$279,256.38 Michelle Mize seconded the motion. With no objection, the payroll register for August 31, 2025, was approved. There was no public comment.
5. Review and approve the August 2025 Utility Billing Adjustments. Michelle Mize moved to approve August 2025 Utility Billing Adjustments. Casey Wheeler seconded the motion. With no objection, the August 2025 Utility Billing Adjustments were approved. There was no public comment or Committee discussion.

New Business –It was mentioned that the Splash Park will remain open until October 1, 2025, weather permitting.

Old Business –

Other Items –

1. Review Comp/OT reports for the pay period ending August 31, 2025.
2. Mayor Update – The mayor stated that the Southside Paving project will begin soon. He also said that the sidewalk project at Nutting Park was going to be on the agenda at tonight's council meeting. If approved that project will begin soon as well.
3. Clerk/Treasurer Financial Update-Kelly said she has been working on updating the SAMSID program. Budget resolutions have been sent to the county and the final budget documents have been sent to the

state. Kelly stated that the auditors will be here the week of September 15, 2025, to help with the Annual Financial Report.

Announcements –

1. The next Budget and Finance Committee meeting will be held on September 23, 2025, at 5:30 pm.
2. Heidi Sparks is scheduled to review the claims for the next meeting.

Meeting Adjourned at 5:55 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:

12. Budget/Finance Committee Minutes of August 26, 2025.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, August 26, 2025**

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

Others Present: Kelly Strecker, Kelly Gauslow

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

Public Input: There was no public comment.

General Items –

1. Review and approve August 12, 2025, Budget and Finance Committee meeting minutes. Heidi Sparks moved to approve the minutes of August 12, 2025. Casey Wheeler seconded the motion. With no objection, the minutes of August 12, 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 August 22, 2025. Michelle Mize moved to approve the claims and check register for claims entered through August 22, 2025. Heidi Sparks seconded the motion. With no objection, the claims and check register of August 22, 2025, were approved. There was no public comment.
4. Review and approve Payroll Register for the pay period ending August 17, 2025, totaling \$255,886.52. Heidi Sparks motioned to approve the payroll register for the pay period ending August 17, 2025, totaling \$255,886.52. Casey Wheeler seconded the motion. With no objection, the payroll register for August 17, 2025, was approved. There was no public comment.

New Business –None

Old Business – Airport Authority Mill Discussion. Kelly stated that the Airport Authority cannot levy themselves. The City can levy mills for them. When the City levies mills for the Airport Authority, the county collects the money for the amount levied and sends it to the City. The City then writes a check to the Airport Authority a check at the end of the fiscal year for the amount collected. This is called a pass-through mill levy and there is no expense to the City.

Other Items –

1. Review Comp/OT reports for the pay period ending August 17, 2025.
2. Mayor Update – The mayor was absent from the meeting.
3. Clerk/Treasurer Financial Update-Kelly said that the budget was completed and being presented at the council meeting tonight. She said that she has been working on all the year-end reporting from last fiscal year, such as FEQ, 911, and Transit.

Announcements –

1. The next Budget and Finance Committee meeting will be held on September 9, 2025, at 5:30 pm.
2. Richard Klose is scheduled to review the claims for the next meeting.

Meeting Adjourned at 5:55 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:

13. Laurel Urban Renewal Agency Minutes of September 8, 2025.



**MINUTES
CITY OF LAUREL
LAUREL RENEWAL AGENCY
MONDAY, SEPT 8, 2025
11:00 AM
CITY BOARDROOM**

A LAUREL RENEWAL AGENCY meeting was held in City Boardroom and called to order by Cami Story
at 10:00 p.m. on Sept 8, 2025

COMMITTEE MEMBERS PRESENT:

x	Judy Goldsby		Dean Rankin
x	Cami Story		Daniel Klein
x	Cheryl Hill		

OTHERS PRESENT:

	Gaurav Thakur
x	Forrest Sanderson
	Doug Whitney
	Kurt Markegard
	Triple Tree Brad, Doug Bruce
x	Diane Liem

General Items:

Roll Call

Approval of Minutes – All minutes were approved Judy and 2nd by Cami – all in favor

New Business:

Review of Updated By Laws: City is working on getting this on the agenda for a meeting in 2 weeks.

Member Update: City updated the website to reflect current members.

Judy made a motion to change the Bi-laws to remove members from the committee for non attendance. Cheryl 2nd all was in favor.

Forrest will reach out to the city to add this change.

Old Business:

Update: Ditch Covering Taske #5– Still waiting on 90% design

Update: E. Railroad Path – Heard back from county and we have the right away to do shoulder work. Forrest will reach out to Matt at the city to see when that shoulder work will begin.

Update: Lighting on SE 4th St. Task Order #6 – working on numbers to present to land owners.

Other updates:

Big Sky EDA & Beartooth RC&D – Annual Meeting Oct 2nd -all is welcome 11am RSVP on the website

Announcements: Next meeting will be Sept 22nd, 2025 if we have updates on specific projects, if not we will not meet.

Adjourn Meeting: Judy made a motion to adjourn the meeting Cheryl 2nd at 11:20

Respectfully submitted,

Cheryl Hill

Cheryl Hill - LURA Secretary

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

File Attachments for Item:

14. Park Board Minutes of September 4, 2025.

Laurel Park Board Minutes for September 4, 2025

The meeting was called to order at 5:30

In attendance were Irv Wilke, Michele Mize, Phyllis Bomgardner, Tom Canape, Paul Kober, Richard Klose, and Jon Rutt.

No Visitors or Guests

1. LPB Minutes for August 7, 2025 – Michele Mize moved to approve Tom Canape 2nd the motion. Approved
2. Exxon/Mobil Money – In Budget
3. Merging with Tree Board New Ordinance – Members need to submit new requests to the mayor to serve on the new board.
4. Other Parks - Sidewalk in Nutting Park comes up for vote September 9. Sprinkler for Nutting Park has been submitted to City Council.
5. Riverside Park Campground – Good cash flow this summer. 4 campers abandoned and hauled to the solid waste site. Complaints about the lack of tables for every spot. Michele made a motion to buy more picnic tables up to \$5000, Tom 2nd and motion approved. Tent spots do not have a concrete pad to set tables on, discussion about solutions followed.
6. American Legion Building - No change on the building and the tree that was in the way was \$10K to remove. Possible Fire Department training.
7. Riverside Hall/Lions Club - Windows are done for this year. Possibly some painting this year yet. Discussion on the new ceiling replacement and then insulation.
8. Billie Riddle Splash Park – Discussion on when to close for the season. It was decided to see how the weather holds. Toilet options discussed.
9. Laurel Rod and Gun Club Building – Laurel Rod and Gun Club is still paying for electricity from NWE. Needs to be transferred to city. We still need Council clarity about the ability to use the building.
10. Tree Board Business – Arbor Day will be October 7th. Ice cream will be served to the 4th graders who attend. 3 trees will be planted in Thompson Park.

Other Items

None

Next meeting October 2

Adjourn 6:17

Submitted Jon Rutt

File Attachments for Item:

15. Public Works Committee Minutes of August 18, 2025.



**MINUTES
CITY OF LAUREL
PUBLIC WORKS COMMITTEE
MONDAY, AUGUST 18, 2025**

The Public Works Committee meeting was called to order at 6:00pm on Monday, August 18, 2025, by Chair Heidi Sparks.

Members Present: Heidi Sparks- Chair, Jodi Mackay - Vice Chair, Irv Wilke, Richard Herr

Others Present: Matt Wheeler- Public Works Director

Public Input: None

General Items:

1. Approval of Minutes from July 21, 2025. Irv made a motion to approve the minutes of July 21, 2025, 2025. Motion was seconded by Richard. Motion carried 4-0 to approve the minutes.
2. Emergency Call Out Report- Report attached
 - i. The only item to note is the 7/28 call out which was storm related- a tree fell across the road
3. KLJ Report- Report attached
 - i. The West 7th St project is being held until spring 2026
 - ii. Knife River will be paving S 5th on the southside along with 1st, Maple and Woodland
 - iii. The city has a 50,000 mile truck (5 years old) that the motor went out on. Laurel Chevrolet is stating the warranty is no longer valid since the truck is just over 5 years.
 - iv. 4-way stop is put in by the new school

New Business:

4. Discussion of committee bylaws- postponed until September

Old Business:

Other Items:

Announcements

Next Meeting will be Monday, September 15, 2025, at 6:00 pm in Council Chambers.

Meeting adjourned at 6:24 pm



**AGENDA
CITY OF LAUREL
PUBLIC WORKS
MONDAY, AUGUST 18, 2025
6:00 PM
CITY COUNCIL CHAMBERS**

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

General Items

1. Approval of the Minutes of July 21, 2025
2. Emergency Call Out Report
3. KLJ Report

New Business

4. Discussion of Committee Bylaws and Guidelines

Old Business

Other Items

Announcements

5. Next Meeting will be Monday, September 15, 2025 at 6:00pm in Council Chambers

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.



City of Laurel Project Status Update August 15th, 2025



Laurel Water Tank Funding Project

(KLJ # 2304-01608)

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

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

Current Status:

- Task Order Signed by City on 12/13/23
- Met with EDA to discuss Funding on 1/9/24
- Letter of Support from CHS Received
- Letter of Support from Wood's Powergrip
- Submittal uploaded to EDA on 7.11.24.
- Multiple calls back/forth with EDA to clarify information including need for the project, priority for the city, provision of procurement documents, and verification of budget.
- EDA reviewed mid October and are waiting for notice of award - All grants must be awarded (or declined) and contracted/obligated by 12/31/2024.
- As of 12/13/24, EDA is still telling us they don't have an update.
- Notified of EDA denial of funding on 1/7/2025
- KLJ reviewing other opportunities for funding
- Meeting between City and KLJ reviewing denial and other funding sources on 1/16/2025
- As of January 2025 City has spent \$16,917.76 of the \$56,000 budget for funding applications.
- WWC has submitted this project for a BRIC grant
- KLJ has submitted an Application for consideration of Congressionally Directed Spending on behalf of the City on 3/26/25
- Public Disclosure Form completed and sent onto Senator Sheehy's office on 5/5/25. Awaiting response.
- Tank Inspection being performed in September

5th to 7th Sewer Line Replacement

(KLJ # 2304-01231)

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



City of Laurel Project Status Update **August 15th, 2025**



last year.

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

Current Status:

- Work Order Signed by City in September 2023
- Survey scheduled for week of October 16th, 2023
- Base Drawing created and Working on preliminary design
- Preliminary Plans and EEOC sent to City on 12.14.23
- DEQ Approval received on 2.20.24
- Project began advertising on 3/14/24 and bid open will be 3.28.24
- Project awarded to Western Municipal Construction
- Construction started on June 10th 2024
- Sewer Line fully installed and accepted on 7/10/24
- Change Order Requested by City personal put together with cost estimate and submitted to City on 7/10/24
- City reviewed CO#1 cost and elected not to pursue
- Contractor achieved Substantial Completion on 8/1/24
- Contractor achieved Final Completion on 8/20/24
- Release of Retainage request submitted along with reconciliation Change Order
- Warranty walkthrough to occur in August of 2025
- Responded to a call from resident at 15 6th Ave. about storm water in their yard. Review and interview with property owner revealed that storm water is a historic issue at this location 10+ years of documented issues. A small amount of runoff is entering their yard from the alley way but majority is coming from the house and garage. City will install an asphalt berm adjacent to where the water appears to be running off the asphalt into their property.

Laurel Planning Services (KLJ #1804-00554)

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

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

Current Status:

- **Zoning Regulations Update.**
 - Draft regulations sent to City April 11th, 2023
 - Zoning Map approved by Commission on August 16th, 2023
 - Staff Recommendation to Zoning Commission to occur on December 20th, 2023
 - Back to Planning Board Meeting on 1/17/23
 - City to publish advertisement for Public Hearing



City of Laurel Project Status Update August 15th, 2025



- To be presented at Workshop on 5/7/24
- Adoption occurred at Council on 5/14/24
- 2nd Reading and Public Hearing on 5/28/24.
- Regulations adopted by Council. Minor wording and numbering corrections needed.
- Wording and numbering corrections made and submitted to Kurt 7/3/24
- Waiting on final comments from Kurt
- Love's Annexation
 - Annexation Application received 3/25/24
 - Revised Package received by City on 5/2/24
 - City requested KLJ to review on 7/12/24
 - KLJ's review sent back to City on 7/18/24
 - Love's submitted design for review on 12.10.2024
 - Engineering review and comments sent back on 1.10.25
 - Love's addressing comments
 - Love's 2nd package received 2.10.25 (still awaiting updated reports)
 - Love's 2nd package reviewed and sent back on 2/21/25
 - Love's has been approved by the City on 3/20/25
 - Love's Water & Sewer Extensions were approved by DEQ on 4/10/25
- Cherry Hills 4th Filing
 - City has received notice that Cherry Hills 4th Filing is requesting a Pre-Application Meeting
 - Pre-Application meeting was held on April 16th at City Hall.

Other Notes and Information

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

Anticipated FY25 Projects

- Bulk Water Sales Station
 - Project task order to be started in early 2025
- West 7th Street Water and Valve Replacement
 - Updated Task Order and Budget sent to City on 6/27/2025

Emergency Overtime Callout List

1-1-25

TO

7-1-25

Maintenance Shop 406-628-4773

City Dispatch 406-628-8737

Response Code	X In Column Not accepting Overtime / NA = Not Available / Y = Responding / B=Phone Busy									
Employee Name	Telephone									
Shop Callout										
Kevin Budge										
Jay Hatton										
Keith Guy										
Wade Spalinger										
Brandon Gonzales										
Aaron Fox										
Joel Barnhardt										
Bridger Fornier										
krista gauslow										
Anthony Woodard										
Distribution										
Justin Baker		7-4	7-13	7-25						
Kevin Hoffman			y3	2						
Daniel Nauman			1	na1						
			2	y3						

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

Wastewater Treatment Plant-628-6474

Autodailer- 628-4866

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding									
Employee	Telephone	7-20	7-28							
Thomas Henry		y4	3							
Idy Caswell		1	Y4							
Rey Nicholson		2	1							
Man Stamper		3	2							

Water Treatment Plant 628-4410

Response Code	NO= In 1st Column Not accepting Overtime / NA = Not Available / Y = Responding									
Employee	Telephone									
Luernberger										
Peaser										
Sawyer										
Waggoner										
Waggoner										
Waggoner										

Heeler Cell# 208-1885 E One Call Locate - 1-800-424-5555 (City Job # 25663)

Arkegard Cell# 860-5785 Hm 208-2356 SCHESSLER 628-4221 HESTON 281-0811

406 633 3809 Dwight Ace Electric 406 697 2037

Travis Ace Electric 406 850 0612

300-638-3278 / MDT 252-4138

Pace Construction 252-5559 (sewer backups)

SanitarySystemOverflows call DEQ withing 24 hours at406-444-3080

- Date and Incident Location

BREAK S 8TH ALL NIGHT	7-20 alarms sewer plant	
art lift	7-25 h20 shutoff	
irt lift	7-28 STORM DAMAGE SEWER PLANT	
DDING		
TURN ON		
plant problems		
e		
lift problems		

File Attachments for Item:

17. Resolution No. R25-83: A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding Between The City Of Laurel And Yellowstone County For GIS Services.

RESOLUTION NO. R25-83

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
LAUREL AND YELLOWSTONE COUNTY FOR GIS SERVICES.**

WHEREAS, the City of Laurel desires to create, maintain and utilize a comprehensive computerized GIS map database of all land existing within the external boundaries of the of the City of Laurel; and

WHEREAS, Yellowstone County is presently hosting the City of Laurel's GIS information on its GIS map database; and

WHEREAS, the City of Laurel desires to continue to update, improve and utilize its GIS data on the Yellowstone County GIS map database; and

WHEREAS, Yellowstone County has set fees and terms as contained in the Memorandum of Understanding, a copy attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to sign the Agreement with Yellowstone County for the year 2025.

Introduced at a regular meeting of the City Council on the 23rd day of September, 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23rd day of September, 2025.

APPROVED by the Mayor on the 23rd day of September, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF UNDERSTANDING FOR SHARING OF GIS DATA AND SERVICES

This Memorandum of Understanding for Sharing of GIS Data and Services (Agreement) is entered into between YELLOWSTONE COUNTY (COUNTY) and the CITY OF LAUREL (CITY) on this ____ day of _____, 2025.

WHEREAS, CITY and COUNTY desire to continue to develop, share and integrate geographic information systems (GIS) data and services to improve the planning and management processes of CITY and COUNTY departments and infrastructure, including dispatch operations of the 911 Center.

THEREFORE, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

1. Term. This Agreement shall begin on the date the Resolution approving the Agreement is passed by the Laurel City Council and shall last for three calendar years. The parties may mutually agree, in writing, to terminate this deal at any time. Further, either party may terminate this Agreement unilaterally with written notice of at least 90 days.
2. Compensation. In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY \$4,000 for the first year of the contract. The amount of compensation paid by CITY to COUNTY shall increase 4% each year. The payments shall be made annually, at the start of each year of the contract. If the contract is terminated mid-year, CITY shall pay COUNTY the pro rata compensation for the partial year.
3. Duties. For the above compensation, COUNTY shall provide CITY with access to digital mapping and tabular data of the City of Laurel and the Laurel Planning Jurisdiction. COUNTY will maintain established and updated GIS data for the aforementioned area. CITY will provide updated information to be included in the GIS system on an as-needed basis.

COUNTY will make every effort to produce information in a format that will allow CITY to print maps on its equipment. If this is not feasible, standard charges for hard copy maps printed by COUNTY will apply.

While it is believed that the data supplied by both parties is the most current and accurate available, neither CITY nor COUNTY make any warranties or representations as to the accuracy or the completeness of the information.

All information and data in any format developed by and for GIS pursuant to this agreement, at the discretion of COUNTY and CITY, will remain proprietary information belonging to CITY and COUNTY.

4. Authorized Representatives. The parties appoint the following authorized representative to receive notices and to provide direct communication between the parties:

For CITY:

PO Box 10

Laurel, MT 59044

Attn: Mayor

For COUNTY:

Yellowstone County GIS

217 N. 27th Street

Billings, MT 59101

Attn: GIS Manager

5. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between CITY and COUNTY. Neither CITY nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Agreement, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and hold the other party harmless against any claims arising from the acts errors or omissions of its employees or agents.
6. Governing Law, Informal Dispute Resolution, Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.
7. Entire Agreement and Revocation of Prior Agreements. This Agreement embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

The parties hereby state and represent that the 2005 GIS Interlocal Agreement between CITY and COUNTY is hereby rescinded and revoked upon execution of this Agreement.

8. Authorized Signatures. The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of the Agreement.

Passed and Adopted on this ____ day of ____
2025

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse
Yellowstone County Board Chair

Mike Waters
Yellowstone County Commissioner

Chris White
Yellowstone County Commissioner

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

Passed and Adopted on this ____ day of
September 2025

CITY OF LAUREL, MONTANA

City Mayor

Attest:

City of Laurel Clerk

File Attachments for Item:

18. Resolution No. R25-84: Resolution Of City Council (APPROVING or DENYING) Zone Change For Iron Horse Station Subdivision From Residential R-6000 (Duplex) To Residential RMF (Multi-Family).

RESOLUTION NO. R25-84(A)

RESOLUTION OF CITY COUNCIL APPROVING ZONE CHANGE FOR IRON HORSE STATION SUBDIVISION FROM RESIDENTIAL R-6000 (DUPLEX) TO RESIDENTIAL RMF (MULTI-FAMILY).

WHEREAS, Marvin Brown – Iron Horse LLC (hereinafter “the Applicant”) has applied to the City of Laurel for a Zone Change from R-6000 to RMF for the property generally known as the Iron Horse Station Subdivision and located in Laurel, Montana, and more particularly described as:

All of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (in general, the properties front along Great Northern Road);

WHEREAS, the application for a Zone Change was submitted on June 30, 2025, and a public hearing was conducted on the 20th day of August, 2025 by the Laurel Zoning Commission;

WHEREAS, the Laurel Zoning Commission has conducted a factual and legal analysis of the Zone Change, which is contained within the Zoning Commission Recommendation ZC-25-01, Marvin Brown – Iron Horse Station Subdivision Zone Change Request, a copy of which is attached hereto and fully incorporated herein;

WHEREAS, the Laurel Zoning Commission found that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process;

WHEREAS, the Laurel Zoning Commission recommends that the City Council DENY the Zoning Classification of RMF on all of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (on a 4-3 vote);

WHEREAS, the City Council conducted a public hearing on the 9th day of September, 2025 at 6:30 p.m., in City Council Chambers, regarding the Zone Change;

WHEREAS, following public hearing, the City Council may either approve or deny the Zone Change;

WHEREAS, the Laurel City Council has considered the record, the recommendation of the Zoning Commission, and the public interest in preserving the intent and integrity of the zoning code; and

WHEREAS, the Laurel City Council believes approval of the zone change is appropriate, based upon the record, and finds that the rational nexus for the adoption of zoning is met.

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

1. The Laurel City Council has hereby considered the Laurel Zoning Commission findings that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, but finds that the rational nexus for the adoption of zoning is met, and that the citizens of Laurel have participated in the creation of the proposed rezoning process.
2. The requested zoning change from Residential R-6000 (Duplex) to Residential RMF (Multi-Family) for property located in Block 6, Lots 1 and 2, Block 7, Iron Horse Station Subdivision, is hereby GRANTED.
3. The City Clerk/Treasurer is directed to provide a copy of this Resolution to the applicant and to maintain the Resolution in the official records of the City.

Introduced at a regular meeting of the City Council on the 23rd day of September 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of September 2025.

APPROVED by the Mayor the 23rd day of September 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

RESOLUTION NO. R25-84(B)

RESOLUTION OF CITY COUNCIL DENYING ZONE CHANGE FOR IRON HORSE STATION SUBDIVISION FROM RESIDENTIAL R-6000 (DUPLEX) TO RESIDENTIAL RMF (MULTI-FAMILY).

WHEREAS, Marvin Brown – Iron Horse LLC (hereinafter “the Applicant”) has applied to the City of Laurel for a Zone Change from R-6000 to RMF for the property generally known as the Iron Horse Station Subdivision and located in Laurel, Montana, and more particularly described as:

All of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (in general, the properties front along Great Northern Road);

WHEREAS, the application for a Zone Change was submitted on June 30, 2025, and a public hearing was conducted on the 20th day of August, 2025 by the Laurel Zoning Commission;

WHEREAS, the Laurel Zoning Commission has conducted a factual and legal analysis of the Zone Change, which is contained within the Zoning Commission Recommendation ZC-25-01, Marvin Brown – Iron Horse Station Subdivision Zone Change Request, a copy of which is attached hereto and fully incorporated herein;

WHEREAS, the Laurel Zoning Commission found that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process;

WHEREAS, the Laurel Zoning Commission recommends that the City Council DENY the Zoning Classification of RMF on all of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (on a 4-3 vote);

WHEREAS, the City Council conducted a public hearing on the 9th day of September, 2025 at 6:30 p.m., in City Council Chambers, regarding the Zone Change;

WHEREAS, following public hearing, the City Council may either approve or deny the Zone Change;

WHEREAS, the Laurel City Council has considered the record, the recommendation of the Zoning Commission, and the public interest in preserving the intent and integrity of the zoning code; and

WHEREAS, the Laurel City Council believes denial of the zone change is appropriate, finding that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process.

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

1. The Laurel City Council has hereby considered the Laurel Zoning Commission findings that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy, and finds that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process.
2. The requested zoning change from Residential R-6000 (Duplex) to Residential RMF (Multi-Family) for property located in Block 6, Lots 1 and 2, Block 7, Iron Horse Station Subdivision, is hereby DENIED.
3. The City Clerk/Treasurer is directed to provide a copy of this Resolution to the applicant and to maintain the Resolution in the official records of the City.

Introduced at a regular meeting of the City Council on the 23rd day of September 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of September 2025.

APPROVED by the Mayor the 23rd day of September 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CITY HALL
115 W. 1ST ST.
PLANNING: 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 City Planner

ZONING COMMISSION RECOMMENDATION ZC-25-01 Marvin Brown - Iron Horse Station Subdivision Zone Change Request August 27, 2025

R-6000 to RMF

BACKGROUND:

The City of Laurel is an incorporated City within the State of Montana with powers established under the Constitution of Montana XI.4. The power and processes for the City to establish zoning regulations are found in §76-2-301 et. seq. M.C.A.

Mr. Brown was the original developer for the Iron Horse Station Subdivision. The original intent was to create a mixture of lots and lot sizes that would accommodate a wide array of housing opportunities with the primary focus being on one- and two-family dwellings. Over time, the perceived demand for new lots within the City of Laurel have changed in the opinion of the owner but it is important to remember that just because the property is zoned multi-family that a purchaser of any given lot may construct a single family residence. Our charge is to consider the rational nexus for the adoption of zoning in the City of Laurel.

The application materials address several other points that outline the anticipated benefits of the project. The application materials are incorporated into this report by reference.

LEGAL DESCRIPTION:

All of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana. In general, the properties front along Great Northern Road.

APPLICANT(S):

Marvin Brown – Iron Horse LLC
PO Box 80661
Billings MT 59108

EXISTING CONDITION:

The subject property is a platted residential subdivision. The property is served by public water, sewer, streets, solid waste, is surrounded by RMF and CC Zoning Designations, and is greater than 2.07 acres in size.

PROCESS:

- The application for a Zoning Map Amendment (Zone Change) was submitted on June 30, 2025, and is scheduled for a public hearing on August 20, 2025 by the Laurel Zoning Commission.
- The Zoning Commission following the Public Hearing may not make changes to or conditional modifications to the zoning and map. The change may only be recommended for approval or denial. In either case, the decision must be supported by findings of fact and conclusions related to the rational nexus for the adoption of zoning or zoning amendments.
- Those findings of fact and conclusions as well as the record minutes of the public hearing will be submitted to the City Council for consideration, hearing and final decision.
- The City Council will conduct a duly noticed Public Hearing on the Zoning Commission recommendation and an Ordinance of the City Council on First Reading.
 - Should the Zoning Commission recommendation be denial and it is upheld by the City Council on First Reading, the request is deemed denied.
 - Should the Zoning Commission recommendation for approval pass on First Reading, another public hearing and Second Reading and adoption will be scheduled.
- If passed on Second Reading, the new zoning map assignment would become effective 30-days post Second Reading.

ZONES INVOLVED: Existing and Proposed

- R-6000 - Residential 6000 District.
 - The residential-6000 zone is intended to promote an area for a high, urban-density, duplex residential environment on lots that are usually served by a public water and sewer system.
- RMF – Residential Multifamily District.
 - The residential multifamily zone is intended to provide a suitable residential environment for medium to high density residential dwellings; and to establish, where possible, a buffer between residential and commercial zones.
- CC – Community Commercial District.
 - The community commercial classification is primarily to accommodate community retail, service, and office facilities offering a greater variety than would normally be found in a neighborhood or convenience retail development. Facilities within the classification will generally serve an area within a one-and-one-half-mile radius and are commensurate with the purchasing power and needs of the present and potential population within the trade area. It is intended that these business facilities

be provided in business corridors or islands rather than a strip development along arterials.

RATIONAL BASIS OF ZONING:

In the State of Montana, all jurisdictions proposing to zone or rezone property or to adopt or revise their zoning regulations must issue findings of fact on a twelve-point test that constitute the rational nexus/legal basis for the adoption of a zoning district, zoning regulations, or changes to zoning or zoning regulations. This rational nexus is called the “Lowe Test”.

I. Is the zoning in accordance with the growth policy;

Findings of Fact:

- Both the RMF and R-6000 are generally applicable, City Established, zoning districts.
- The requested zoning is based in the Growth Policy. A simple look at the Growth Policy and future land use map will verify that the requested zone assignment is consistent with the text and mapping components of the Growth Policy.
- The Growth Policy, Future Land Use Map, designates the property as Residential. The Residential designation supports zoning assignment from R-7500 to RMF.
- The RMF designation is typically reserved for areas of proposed development, redevelopment or in areas where adaptive reuse of existing structures that are associated with significant land ownership is contemplated.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.

Conclusion: The requested zoning is in accordance with the Growth Policy and other adopted rules and regulations of the City of Laurel.

II. Is the zoning designed to lessen congestion in the streets;

Findings of Fact:

- The proposed zoning encourages compact walkable development as well as expanded opportunities for new uses.
- The property is located within reasonable walking distance of the Central Business District and adjacent to Community Commercial. As such, the residents would be able to walk or bicycle to essential services which would by default reduce the vehicular traffic on the streets.
- The proposed zoning encourages compact urban development as such the need for vehicular travel is limited.

- The property is located where all the necessary public infrastructure exists.
- The proposed zoning in conjunction with the development standards adopted with the Subdivision Regulations will provide for flow through development, logical extension of the gridded infrastructure network, and encourage pedestrian- friendly growth.

Conclusion: The requested zone should lessen congestion in the streets by ensuring orderly growth and development of the property that is consistent with the proposed zoning and other regulations adopted by the City of Laurel.

III. Is the zoning designed to secure safety from fire, panic, and other dangers;

Findings of Fact:

- The proposed zoning will provide for consistency in development along with provision of police and fire protection.
- The proposed zoning incorporates enforcement of development standards, setbacks and compliance with the other development standards adopted by the City of Laurel.
- In addition to the zoning, the City of Laurel enforces the International Building Codes. The combination of regulations are life safety driven.
- The proposed zoning has restrictions on lot coverage, grading and development on steep slopes and other areas that are potentially hazardous. The difference between R-6000 and RMF is minimal.

Conclusion: The requested zoning along with other regulatory standards should provide safety for residents and visitors to the city from fire, panic and other dangers.

IV. Is the zoning designed to promote health and the general welfare;

Findings of Fact:

- The proposed zoning imposes setbacks, height limits and building restrictions.
- The proposed zoning groups together like and consistent uses within existing neighborhoods.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- In addition to the zoning, the City of Laurel enforces the International Building Codes. The combination of regulations are life safety driven.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- The current zoning regulations restrict development in hazardous areas.

Conclusion: The grouping together of like and consistent uses promotes the health and general welfare of all citizens of the City of Laurel. Further, the requested zoning is substantially consistent with the land use in the surrounding neighborhoods.

V. Is the zoning designed to provide adequate light and air;

Findings of Fact:

- The proposed zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
- The only difference between the existing and proposed zoning is the building height limit and lot coverage.
- The issue of lot coverage was diminished, in part, by the passage of legislation in the 2023 session.
- The proposed zoning implements the concept that the City of Laurel was developed historically on a gridded network. Both the existing and proposed zoning requires the perpetuation of this pattern. In doing so as the City plans for growth, the spacing and layout of new development will facilitate provision of light and air to new development.

Conclusion: The proposed zoning ensures the provision of adequate light and air to residents of the City through a continuation of the dimensional standards and other development limitations.

VI. Is the zoning designed to prevent the overcrowding of land;

Findings of Fact:

- The proposed zoning imposes minimum lot size, use regulations and other limitations on development.
- The amenities and parking associated with the proposed zoning can be contained within the subject property.
- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The area involved in the proposed rezoning is in excess of 2.07 acres.

Conclusion: The existing development standards of the requested zoning prevents overcrowding of land.

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

Findings of Fact:

- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The requested zoning is one of four residential zoning districts that provide a continuum of residential densities and manage development to create land use compatibility.
- The requested zoning imposes minimum lot sizes, maximum number of residences on a single parcel and setback standards.
- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.

- The area involved in the proposed rezoning is in excess of 2.07 acres.

Conclusion: The proposed zoning prevent the undue concentration of population by encouraging the most appropriate use and residential density at any given location within the jurisdiction.

VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;

Findings of Fact:

- The requested zoning establishes minimum standards for the provision of infrastructure such as roads, sidewalks, water sewer, wire utilities and storm water management.
- The requested zoning encourages compact urban scale development and groups together similar uses that will not detract from the quality of life expected in Laurel while providing the economies of scale to extend water, sewer, streets, parks, quality schools and other public requirements.
- The property for the requested zoning is served by City streets, water and wastewater systems.
- The parent subdivision provided parkland as provided by the Laurel Subdivision Regulations and the city has numerous developed parks and recreational opportunities.

Conclusion: The area affected by the requested zoning is served by insure the adequate transportation, water, sewerage, school, parks, and other public requirements.

IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;

Findings of Fact:

- The RMF is a generally applicable zoning district within the City of Laurel with a minimum district size of 2.07 acres.
- The area involved in the proposed rezoning is in excess of 2.07 acres. The property abuts additional RMF zoning designations.
- The uses and development patterns between R-6000 and RMF are subtle. It is for this reason that the Growth Policy supports a wide range of residential zoning designations within the City.
- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.

Conclusion: The requested zoning gives due consideration to the character of the existing neighborhoods within the city as well as suitability for the particular uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;

Findings of Fact:

- The RMF is a generally applicable zoning district within the City of Laurel.
- The requested zoning is one of the generally applicable Laurel residential districts that represents a holistic approach to land use regulation for the entirety of the City of Laurel and is not focused on any single special interest.
- The overall maximum development densities are substantially similar between the R-600 and RMF.
- The overall development standards of the RMF do not convey a significant benefit to the subject property that is not available in the R-6000.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.

Conclusion: The requested zone gives reasonable consideration to the peculiar suitability of the property for its particular uses.

- XI. Will the zoning conserve the value of buildings;

Findings of Fact:

- The requested zone groups together like and consistent uses and is consistent with the existing zoning in the various neighborhoods of the City of Laurel.
- The RMF and R-6000 are compatible residential districts. In fact, the RMF and R-6000 are adjacent to one another in multiple examples within the City of Laurel.
- Both the R-6000 and RMF have provisions for the creation of a Planned Unit Development (PUD). The proposed development could be proposed in the R-6000 via the PUD process.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.
- The proposed zoning reinforces that residential buildings will continue to be used for equal or greater potential residential purposes.

Conclusion: The requested zoning will conserve or in many cases enhance the value of buildings.

XII. Will the zoning encourage the most appropriate use of land throughout the municipality?

Findings of Fact:

- The proposed zoning and zoning map provide for transitional areas between uses that may be incompatible.
- The requested zoning expands an existing mixed-use residential district that is specifically intended to ease the transition between residential and commercial uses.
- The requested zoning is consistent with the type of development that exists and is occurring in the surrounding neighborhood.
- Providing a healthy mix of residential properties is in the best interest of the city, property owners and potential buyers.
- The requested zoning accomplishes several residential neighborhood goals and strategies are implemented. Diversity of Neighborhoods, historic to modern; accommodation of a diverse population both age and economic condition; Creation of zones where expansion of non-motorized routes and access to the core of the community. Residential districts protected from excessive noise and commercial impacts and the conversion of structures to new uses is encouraged.
- RMF is and has been assigned adjacent to both the R-7500 and R-6000 zoning assignments. With all but one of the current assignments being adjacent to R-6000.

Conclusion: The requested zoning should encourage the most appropriate use of land not only in the neighborhood but throughout the City of Laurel.

OTHER NOTABLE FACTORS:

- The mandates associated with SB 382 and other legislation passed during the 2023 Legislative Session requiring communities with greater than 5,000 population to increase opportunities and options for housing within the community.

RECOMMENDATION:

The Zoning Commission finds that the requested zoning is INCONSISTENT with the Laurel-Yellowstone Growth Policy; that the rational nexus for the adoption of zoning is not met, due to expressed concerns with traffic, lack of adequate infrastructure to support the increased density, and that the citizens of Laurel have participated in the creation of the proposed rezoning process. Further, that the Zoning Commission recommend that the City Council DENY the Zoning Classification of RMF on all of Block 6, Lots 1 and 2, Block 7 Iron Horse Station Subdivision located in Section 9, Township 24 East, Range 2 South, P.M.M., City of Laurel, Yellowstone County, Montana (on a 4-3 vote).

Zone Change Application

Iron Horse Subdivision Yellowstone County, Montana

Client:

IRON HORSE STATION, LLC
PO BOX 80661
LAUREL, MT 59108

Prepared By:



550 N 31st St, Suite 111 • Billings, Montana • Phone (406) 545-6420 • Imegcorp.com

Project: 20001607.00

June 2025



ZONE CHANGE APPLICATION

IRON HORSE MAJOR SUBDIVISION ZONE CHANGE

IMEG #20001607

CITY HALL
115 W. 1ST ST.
PLANNING: 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 City Planner

Zone Change Application Information Sheet

This is an application for a zoning amendment/change to the official zoning map and/or ordinance for the City of Laurel and its surrounding Zoning Jurisdiction. Such Applications to re-zone are considered first by the Laurel City-County Planning Board, which acts as the Zoning Commission, whose recommendations are then transmitted to the City Council for a final decision.

General Notes:

1. All Questions must be answered fully.
2. Information must be written or typed legibly.
3. Supporting documents may be attached as needed.
4. Applications not filled completely or properly will not be accepted.
5. Attaching site plans or related construction plans are helpful for zone changes on properties with new construction.
6. Photographs or other site images are helpful during the review process.

Required Documents:

1. Completed Application Form
2. 300-foot radius map of property under consideration for Zone Change. (Satellite, Plat, Survey, or site plan acceptable)
3. Organized, typed list and/or set of 3 (three) mailing labels for all property owners of record within 300-feet of the property under consideration for the Zone Change.
4. Letter stating the justification and reason for the Zone Change, including proposed use of the property.
5. Copies of any Covenants and/or deed restrictions on the property.
6. Zone Change Application Fee. (As specified in the Laurel Schedule of Fees)

Overview of the Zone Change Process:

1. The Applicant shall meet with the Planning Director to discuss the zone change, the zone change process, and the required documentation prior to the submittal of a completed application for zone change.

2. The Applicant shall submit the application form, zone change fee, addresses, maps, and any other supporting documents to the Planning Department at least 30 days prior to the Planning Board meeting at which it will be reviewed.
3. City Staff will notify the Applicant of any missing information in the Application.
4. City Staff will place the complete and sufficient Zone Change Application on the agenda of the next available Planning Board meeting.
5. City Staff will place a public hearing notice in a newspaper of record at least 15 (fifteen) days prior to the public hearing. City Staff will also mail public hearing notices to all property owners of record within 300 feet of the property at least 15 days prior to the public hearing.
6. The Planning Board, acting as the Zoning Commission, will hold a Public Hearing on the Zone Change. During the hearing, the applicant shall present their item and provide any additional information to the Planning Board. The Planning Board will also decide to approve or deny the Zone Change request.
7. City Staff will forward the recommendation of Planning Board to the Laurel City Council for their final decision.
8. Laurel City Council will hold a Public Hearing on the Zone Change Application.
9. Laurel City Council will decide to either approve or deny the zone change request.
10. City staff will work with the City Attorney to determine if an update to the Zoning Ordinance is required.
11. City staff will work with the applicable Yellowstone County Departments to ensure all zoning maps and mapping information is updated after the Zone Change occurs.

CITY HALL
115 W. 1st ST.
PLANNING: 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 City Planner

Zone Change Request

The Undersigned as owner or agent of the following described property requests a Zone Change as outlined in the City of Laurel Zoning Ordinance.

Current Zoning District (if zoned): Residential 6000

Proposed Zoning District: Residential Multifamily

Legal Description of the Property: IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 6,
BLOCK 7 (Lots 1 & 2)

Address or General Location: Great Northern Road, Laurel, MT 59044

Owner(s)/Applicant(s):

Name: Marvin Brown - Iron Horse, LLC

Address: PO BOX 80661 Billings, MT 59108

Phone: _____

Email: mbrown@rockymtnranch.com

Name: _____

Address: _____

Phone: _____

Email: _____

Agent(s)/Representative(s):

Name: Kolten Knatterud

Address: 550 N 31st St - Suite 111, Billings, MT 59101

Phone: (406) 545-6420

Email: kolten.l.knatterud@imegcorp.com

Purpose/Reason for Zone change:

Please review the attached materials provided with this application

I understand that the application fee accompanying this application is non-refundable, that it pays the cost of processing, and that the fee does not constitute a payment for a zoning change approval. I further certify that all the information presented on this application and its supporting documentation is true and correct.

Owner/Applicant Signature: 

6/16/2025

Date: _____

Agent and/or Representative Signature: 

Date: 6/19/25



ZONE CHANGE MEMO

IRON HORSE MAJOR SUBDIVISION ZONE CHANGE

IMEG #20001607



June 2025

City of Laurel Planning Department
City Hall
115 W 1st St | PO Box 10
Laurel, MT 59044

RE: Zone Change Request – Iron Horse Subdivision, Blocks 6 & 7 (Lots 1 & 2)

Dear City of Laurel Planning Team,

On behalf of the property owner, we respectfully submit this request to amend the zoning for Blocks 6 and Block 7 (Lots 1 & 2) of the Iron Horse Subdivision from Residential 6000 (R-6000) to Residential Multifamily (RMF). This request is consistent with the existing development pattern, surrounding zoning districts, and the City of Laurel's adopted Growth Management Policy.

The developer currently maintains ownership of all lots within Blocks 6 and 7, providing a cohesive opportunity to implement a unified multifamily development concept. The proposed zone change complements adjacent land uses and zoning designations. Notably:

- Block 1, Block 2, and majority of Block 7—all directly adjacent to the subject properties—are already zoned Residential Multifamily (RMF);
- The proposed zoning would establish continuity and eliminate a zoning island of R-6000 among RMF blocks.

The Iron Horse Subdivision was designed to support a range of residential types, and the existing infrastructure—roadways, utilities, and access—can adequately serve the densities permitted in the RMF district. The transition to RMF allows greater flexibility in building form while continuing to provide housing options within the intended residential context.

Furthermore, this request supports several goals outlined in the 2020 Laurel Growth Management Policy, including:

- Goal 1 of the Land Use Chapter: "Encourage infill and redevelopment that maximizes the use of existing infrastructure";
- Goal 1 of the Housing Chapter: "Encourage a mixture of housing types to meet the demand of all market sectors."

The requested change facilitates development that is compatible with neighboring uses and supports Laurel's goal of providing diverse housing choices within established neighborhoods. We appreciate your consideration and look forward to presenting this request at the upcoming Planning Board meeting.

Sincerely,

Kolten L Knatterud, PE
IMEG | Principal, Client Executive





ADJOINING PROPERTY OWNERS LIST

IRON HORSE MAJOR SUBDIVISION ZONE CHANGE

IMEG #20001607

Property Owners

According to the notice requirements of the applicable zoning regulation.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
1	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 6, Lot 11, AMD COFR (24)	IRON HORSE STATION LLC	PO BOX 80661 BILLINGS, MT 59108-0661
2	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 1, Lot 5A, AMND (10)	RESIDENTIAL SUPPORT SERVICES INC	1018-1030 GREAT NORTHERN RD LAUREL, MT 59044
3	TENDER TOWNHOMES (18), S09, T02 S, R24 E, UNIT 411, 50% COMMON AREA INTEREST, LOC @ LT 3 BLK	KIRK W & JODY WARNER	411 ROUNDHOUSE DR LAUREL, MT 59044-2459
4	RH TOWNHOMES (13), S09, T02 S, R24 E, UNIT 505, 50% COMMON AREA INTEREST, LOC @ LT 6 BLK 2	GERALD R JR THEIS	505 ROUNDHOUSE DR LAUREL, MT 59044-2458
5	RH TOWNHOMES (13), S09, T02 S, R24 E, UNIT 507, 50% COMMON AREA INTEREST, LOC @ LT 6 BLK 2	MANFRED FABER	507 ROUNDHOUSE DR LAUREL, MT 59044-2458
6	OLD ENGINE NUMBER SEVEN TOWNHOMES (14), S09, T02 S, R24 E, UNIT 509, 50% COMMON AREA INT	CALVIN & MARLENE GRUBS	509 ROUNDHOUSE DR LAUREL, MT 59044-2458
7	WALLFLOWER TOWNHOMES (16), S09, T02 S, R24 E, UNIT 601, 50% COMMON AREA INTEREST LT 10, BLK 2	TIMOTHY & LINDA WALL	601 ROUNDHOUSE DR LAUREL, MT 59044-2457
8	FIREBOX TOWNHOMES (16), S09, T02 S, R24 E, UNIT 609, 50% COMMON AREA INTEREST, LOCLT12BL2	ST. JOHNS LUTHERAN MINISTRIES, INC	2429 MISSION WAY BILLINGS, MT 59102-0161
9	SPUR TOWNHOMES (15), S09, T02 S, R24 E, LOC @ LT 13 BLK 2 IRON HORSE STATION SUB (06)	SPUR INVESTMENTS	5272 MILLER RD LOWELLVILLE, OH 44436-8500
10	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 2, Lot 14, (06) 8840 SQ FT	TIM & FRITZIE WALKER	701 ROUNDHOUSE DR LAUREL, MT 59044-2455

Property Owners

According to the notice requirements of the applicable zoning regulation.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
1	CABOOSE TOWNHOMES (16), S09, T02 S, R24 E, UNIT 709, 50% COMMON AREA INTEREST, LOC. @ LT16BL2	MARGARET MARANCIK	902 3RD AVE LAUREL, MT 59044-2025
2	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 12, (06) 8371 SQ FT	DAVID & KRAFT	1009 GREAT NORTHERN RD LAUREL, MT 59044-2400
3	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 11, (06) 7421 SQ FT	SALVIN & LAURIE GEBHARD	7 PALISADE BASIN DR RED LODGE, MT 59068-9532
4	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 10, (06) 7371 SQ FT	SHAW & LAURA LEKANG	406 ROUNDHOUSE DR LAUREL, MT 59044-2451
5	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 9, (06) 6542 SQ FT	RYAN HAGLAN	408 ROUNDHOUSE DR LAUREL, MT 59044-2451
6	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 8, (06) 6428 SQ FT	JENNA MASTERS	410 ROUNDHOUSE DR LAUREL, MT 59044-2451
7	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 7, (06) 6739 SQ FT	6 LAZY W PROPERTIES LLC	2985 COLONIAL PL BILLINGS, MT 59102-6829
8	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 6, (06) 6210 SQ FT	JOHN WARREN JR & SHAWNA HOPPER	504 ROUNDHOUSE DR LAUREL, MT 59044-2452
9	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 5, (06) 6210 SQ FT	JESIAH CARL & GRABOWSKA	506 ROUNDHOUSE DR LAUREL, MT 59044-2452
10	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 4, (06) 6210 SQ FT	JONATHON & REBECCA HILL	508 ROUNDHOUSE DR LAUREL, MT 59044-2452

Property Owners

According to the notice requirements of the applicable zoning regulation.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
1	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 3, (06) 6210 SQ FT	YVONNE & DEBORAH PETERS	510 ROUNDHOUSE DR LAUREL, MT 59044-2452
2	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 2, (06) 6210 SQ FT	DAVID & JUDY ZENT	512 ROUNDHOUSE DR LAUREL, MT 59044-2452
3	IRON HORSE STATION SUB, S09, T02 S, R24 E, BLOCK 4, Lot 1, (06) 6950 SQ FT	TRAVIS TETER	1014 GOLDEN SPIKE DR LAUREL, MT 59044-2432
4			
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COVENANTS & RESTRICTIONS

IRON HORSE MAJOR SUBDIVISION ZONE CHANGE

IMEG #20001607

AFTER RECORDING RETURN TO:
MARVIN BROWN
2110 OVERLAND AVENUE #122
BILLINGS MT 59101
ST41552 / jw



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Page: 1 of 12
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IRON HORSE STATION SUBDIVISION
DECLARATION OF
USE RESTRICTIONS AND COVENANTS

IRON HORSE STATION, LLC, being the Owner and Developer of the following described real property:

Parcel 1:

A tract of land in Section 9, Township 2 South, Range 24 East, P.M.M., described as Tracts 1 and 2 of Certificate of Survey No. 1943, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1143464.

Excepting therefrom the Southerly 50 feet of Tract 1 and the Northerly 50 feet of Tract 2 conveyed to Nutting Drain District by Warranty Deed recorded June 10, 1931, in Book 159, Page 81, records of Yellowstone County, Montana.

Parcel 2:

Lots 1, 2 and 3, Block 1,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 2,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 4,
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 5,
of Iron Horse Station Subdivision, in the City of Laurel, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3330583.

hereafter represented by Marvin J. Brown, Member, declares as follows:

The following restrictions for Iron Horse Station Subdivision shall run with the land to the benefit of all lots and the public, and shall be binding upon all owners and their successors in interest and assigns. All owners, by acceptance of a deed to any lot subject to this Declaration, and all purchasers under a contract for sale, agree to conform and be bound by these covenants and restrictions. The following are part of a general plan to sustain the value, desirability and attractiveness of the property:



1. DEFINITIONS. Unless otherwise expressly provided, the following words and phrases, when used in this Declaration of Restrictive Covenants shall have the following meanings:

- a. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation. If any lot has been sold under a contract for deed or agreement for future delivery of title, the purchasers of that lot shall be deemed to be the only owner.
- b. "Property" shall mean and refer to the legal description described above.
- c. "Lot" shall mean and refer to any one of the above-described lots shown upon any recorded subdivision map of the Property.
- d. "Subdivider" shall mean and refer to IRON HORSE STATION, LLC, subdivider of Iron Horse Station Subdivision.
- e. "Developer" shall mean IRON HORSE STATION, LLC, its successors and assigns; provided, however that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder, unless an assignment for such rights or obligations is specifically set forth in an instrument of succession or assignment or unless such rights and obligations pass by operation of law.
- f. "Single Family" shall mean one or more persons living together as a single, non-profit housekeeping unit, as distinguished from a group occupying a hotel, motel, club, fraternity or sorority, commune and the like.
- g. "Accessory Building" shall mean a building, such as a garage or shed, detached from a dwelling and used for purposes which are incidental and subordinate to residential or permitted commercial uses.

2. EASEMENTS. No structure of any kind shall be erected, permitted or maintained on any easements or on Nutting Drain right of way all as shown on the plat of this subdivision. See Exhibit "A" attached hereto.

3. PERMISSIBLE BUILDINGS. All buildings and other structures must comply with the City of Laurel zoning regulations and codes. Lots 1 through 24, Block 4, Lots 1 through 24, Block 5, shall each be used for single-family residential use and accompanying



structures only. The term "residential purposes" used herein shall be construed to exclude duplex houses, with the exception of Lots 1-17, Block 2, which may be used for duplexes. Lots 1, 2 and 3, Block 1, may be used for duplexes or triplexes. No store, office, or other place of business of any kind and no hospital, sanitarium, professional or commercial uses shall be erected or permitted upon any of said lots. However, an in-home business may be operated as long as it is not obvious to the public from the street, has no sign, and causes no noticeable increase in traffic over and above normal residential activity. In addition, the undersigned or their nominee may use any lot for a model home and office to promote sales.

The only permissible buildings on the lot or lots shall be the following:

- a. Each dwelling shall be constructed so that the floor area enclosed within the perimeter of the exterior walls, exclusive of the basement, if any, shall not be less than:
 - (i) For single family homes: 1,160 square feet on the ground level, exclusive of open porches, decks, garages, breezeways, and other non-living areas.
 - (ii) Structures shall be limited to two and a half (2 1/2) stories in height on any side or elevation.
 - (iii) Each single family home shall have a minimum of an attached two (2) car garage.
 - (iv) For duplexes and triplexes: 600 square feet per living unit on the ground level, exclusive of open porches, decks, garages, breezeways and other non-living areas. Each unit in a duplex or triplex shall have a minimum of a single car garage.
- b. An attached or detached accessory building may be constructed as long as it meets the following criteria and the approval of City Code: May be built not to exceed one hundred twenty (120) square feet in size nor exceed ten (10) feet in height. It shall be located on a concrete slab or foundation, and the siding and roofing matches that of the residence.
- c. All roofing shall be of high quality masonite shingle, concrete tile, color coated metal, or composition asphalt shingle. No hot mop, tar and gravel, tin,



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Page: 4 of 12
05/12/2005 13:11A

galvanized metal or sod roofs shall be allowed.

- d. All structures to be erected on the subject property shall be of normal and traditional shape, design, style, materials and colors consistent with a quality residential architecture of attractive design. Geodesic domes, "A" frames, flat tops and other unconventional, modernistic or experimental styles shall not be allowed.
- e. Exterior siding on residential structures shall be of low or no maintenance materials including vinyl, non-reflective metal, stucco, brick, stone, permacrete or glass or attractive combinations thereof. The siding on an accessory storage building shall match the siding of the house.

4. ALLOWED VARIANCES. Lots 4 and 5, Block 1, Iron Horse Station Subdivision, are zoned community commercial and are not subject to these restrictions and covenants. Lots 1, 2, 3, 4, 5, 6 and 7, Block 3, Iron Horse Station Subdivision, are zoned community commercial and designated as an "assisted living" area and are not subject to these restrictions. Blocks 6, 7, and 8, Iron Horse Station Subdivision, are not subject to these restrictions. However, Developer reserves the right and power, pursuant to 70-15-301 MCA in its sole discretion to subject Blocks 6, 7 and 8 and Lots 1, 2, 3, 4, 5 and 6, Block 3, of Iron Horse Station Subdivision to the provisions of this Declaration by executing and recording an Amendment to this Declaration, without consent or approval of any other owners of lots subject to this Declaration.

5. BUILDING AND USE RESTRICTIONS.

- a. Any structure erected on any lot shall be of new construction, and no structure including manufactured homes of any type shall be moved onto any said lots.
- b. Any structure erected on any lot shall be commenced within sixty (60) days after equipment and material to be used in the construction are moved onto the location, and all construction shall be pursued with reasonable diligence. All construction debris is to be removed within fourteen (14) days after finish of the exterior.
- c. No trailer, mobile home, basement, tent, shack, garage, or other outbuilding situated or erected shall at any time be used for residential purposes, temporarily or permanently, and the exterior of the dwellings shall be finished in its entirety before the dwellings can be



occupied.

- d. No antennas or satellite dishes exceeding one meter in diameter or diagonal measurement shall be installed on the exterior of any building, in a yard, or on common elements without prior written approval of the Architectural Review Committee. Owners may have a professionally installed small satellite dish or antenna, not exceeding one (1) meter in diameter or diagonal measurement, inconspicuously placed in the yard at the back or side of their home, duplex or triplex, or on the exterior surface of their home, without prior approval of the Architectural Review Committee. The location of the satellite dish must comply with the ordinances of the City of Laurel.
- e. All residences shall conform to the setback requirements of the City of Laurel Zoning Ordinance and the following:
 - i. No residence or other structure shall be located on any of the lots so that any part of such structure, other than entrance vestibules, awnings, or minor decorative fixtures, is nearer than 20 feet from the front line of the lot on which the structure is located.
 - ii. No building shall be located less than five (5) feet from either side lot line of the lot on which the building is located, measured from the lot line to the nearest wall of the building, (the setback). In addition, two story homes must comply with the side setback restrictions set forth in the zoning ordinances of the City of Laurel in effect at the time of construction of the home.
- f. Livestock or poultry shall not be kept or maintained on any lot, nor shall domestic pets be kept or maintained for breeding or commercial purposes on any lot. A maximum of two dogs or two cats can be kept by the owners of any one residence. Animal kennels must be placed within twenty (20) feet of the residence and in an area which is inconspicuous and removed from direct view of neighbors and the primary road and owners shall be responsible for cleaning up after their pets.
- g. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which might become an annoyance or nuisance to the neighborhood, or that is unsightly, unclean or presents a hazardous condition. No trash or obsolete materials shall be allowed to accumulate on any of the



above described lots.

- h. No non-operating or non-licensed vehicles or portions thereof shall be permitted on any lot, except inside a garage, nor shall any motor vehicles used in organized or unorganized automobile or stock races be stored or maintained on said premises, except inside a garage.
 - i. All trash or other refuse cans and containers shall be kept in garages or in enclosures such that they are concealed from view. No burning barrels shall be allowed in any of the areas. Garbage cans shall be located to the rear of the dwelling or within the garage, except on days garbage pickup is made.
 - j. No clothes line poles, wires or devices for hanging clothes shall be erected on any lot or building. A retractable clothes line is permissible if it is retracted when not in use.
 - k. Fences shall comply with all ordinances enacted by the City of Laurel in effect at the time the fence is erected. All fences shall be erected of plastic, masonry, stucco, or ornamental iron. No chain-link or wire material, railroad ties, rubber tires, rubble or salvaged material shall be used.
 - l. No trailer houses, boats, snowmobiles, motorcycles, motorbikes, touring vehicles, recreational vehicles, motor homes, or other similar vehicles, and no abandoned, junked, or wrecked vehicles, shall be stored for more than seven (7) consecutive days on any lot, unless the same are enclosed so that they will be concealed from the view of streets and lots which are adjacent to the lot on which they are located.
6. LANDSCAPING AND SIDEWALKS. Within six months after residence is occupied there shall be planted, maintained, and in case of death or destruction, replaced by the owner, two trees in the boulevard, or if there is no boulevard, in the front yard, and two trees in the back yard or side yards of the lot on which such residence is located. Corner lot owners must plant two trees in the boulevard on each of the street frontages. Each deciduous tree shall be at least six feet in height; evergreens shall be at least three feet in height. Also a lawn must be installed and maintained, and all weeds and noxious growths shall be abated or eradicated.

Lot owners are responsible for the cost of putting in



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Page: 7 of 12
05/12/2005 10:11A

sidewalk which will meet the ordinance requirements of the City of Laurel. Trees placed in the boulevard shall be specified as to location and variety by the Developer. Lot owners must sod, irrigate and care for the boulevard area between their lot's sidewalk and street.

7. DEVELOPER OVERSIGHT. An Iron Horse Station Oversight Committee composed of three individuals may be appointed by the Iron Horse Station, LLC to enforce, oversee, and supervise the building and development of the subdivision. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member or members of the Committee, Iron Horse Station LLC., shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Oversight Committee shall be dissolved when the Homeowners Association is established.

8. FORMATION OF HOMEOWNERS ASSOCIATION. When eighty percent (80%) of the lots subject to this Declaration have been sold, the Homeowners Association shall be formed by the owners. The owners shall have the power to file Articles of Incorporation, form a Homeowners Association with Bylaws and record the documents with the Yellowstone County Clerk and Recorder.

9. MAINTENANCE. Upon purchase of a lot, maintenance fees of \$75.00 per lot will be assessed in January of each calendar year. Lot owners adjacent to any parkland, or the Nutting Drain, or East Maryland Lane, will be responsible for mowing and trimming those areas until Homeowners Association is in place.

10. TRAILS/SIDEWALKS/PATHWAYS. Trails, sidewalks and pathways provide access throughout the subdivision: Pedestrian traffic shall be limited to the trail system as much as possible. No motorized vehicles shall be allowed on trails, sidewalks and pathways in the Iron Horse Station Subdivision.

11. ARCHITECTURAL REVIEW.

(a) Architectural Review Committee. So long as Developer owns any of the above-described lots, or any Lots in Iron Horse Station which are hereafter subjected to the



provisions of this Declaration, Developer shall have the sole authority to appoint an Architectural Review Committee (ARC), to review any and all plans for homes or for improvements to any lot subject to this Declaration. The initial members of the ARC shall be Marvin Brown, Janet Brown, and Jeanna Fry. Upon sale of all lots by Developer and Iron Horse Station, LLC, the Association shall appoint the members of the ARC. Iron Horse Station, LLC, in its sole discretion, may elect to turn over its power to appoint the ARC members to the Association at any time prior to sale of all lots.

- (b) Required Plan Review. Except for homes and other improvements constructed by Iron Horse Station, LLC, no home or other improvement shall be erected, constructed, placed or maintained upon any lot, nor shall any remodeling, reconstruction or alteration of a building's exterior be made or continue to be made, unless and until the same has been approved in writing by the ARC. Owners must also obtain approval of the ARC to any changes to approved plans if those changes affect the exterior of the building or other exterior home or improvement.
- (c) Review Application. Before beginning the construction of any home or other improvement, and before beginning any alteration of an existing building's exterior, the person desiring to erect, construct, or modify the same shall submit to the ARC two sets of the following plans for the proposed home or other improvements, and any other information requested by the ARC.
- i. Site Plan: A site plan showing: 1) the location of all improvements including structures, fences, walls, driveways, parking areas, utilities, outbuildings, decks; and 2) existing topography and contour in relation to the proposed home or other improvement and cut and fill excavation requirements; and 3) other pertinent information relating to the home or other improvement.
 - ii. Building Plan: A building plan which shall consist of: 1) the Structures dimensions; and 2) elevation drawings or sketches of the exterior of the Structure(s); and 3) information concerning the exterior of the Structure(s) which shall indicate all exterior colors, materials and finishes, including roof, to be used.

The ARC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as it deems necessary for the purpose of reviewing the



3332549

Page: 9 of 12
05/12/2005 10:11A

application.

- (d) Basis of Approval. Approval by the ARC shall be based, among other things, on; a) conformity and harmony of external design with neighboring homes or other improvements, b) the effects of location of the proposed home or other improvements on neighboring Lots, c) relation of home or other improvements and finished ground elevations to existing topography and grades, d) the overall aesthetics of subdivision; and f) the conformity of Plans to the provisions of this Declaration.
- (e) Decision. The ARC shall render its decision with respect to an application within ten (10) days after the receipt of a complete application. The decision of the ARC can be in the form of an approval, a conditional approval, or denial and shall be in writing. A copy shall be mailed to the applying Owner, and to the Association's Board of Directors.
- (f) Non-Liability. Neither the ARC nor any member thereof, or the Developer or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ARC members of their duties and responsibilities by reason of a mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. The aforementioned parties will not make decisions on, and assume no responsibility for; a) the structural capacity, safety features, or building code compliance of any home and other improvement, b) whether or not the location of a proposed home and other improvement is free from possible geologic or natural hazards, or other possible hazards caused by conditions occurring either on or off the subject property, c) the internal operation or functional integrity of any home and other improvement, or d) any City of Laurel, Montana zoning ordinance or building code violations.

Every person who submits an application to the ARC, by submission of such an application, and every Owner by acceptance of a deed to any lot agrees not to bring any action or suit against the Association, its Board, members of the ARC, or the Developer or its owners, officers, employees, agents, successors or assigns to recover damages resulting from the architectural review process set forth herein.

The decisions of the ARC and the requirement to obtain



approval of the ARC may be enforced by the Development Oversight Committee, the Association, or by any Owner, by bringing an action for specific performance, or for an injunction, prohibitory or mandatory. Such actions shall be timely if brought within four months after it becomes apparent that an owner has not obtained the required approval or has deviated from the approved plans, whichever occurs later. In any such action, the prevailing party shall be entitled to recover from the losing party all costs and attorney fees incurred.

- (g) Homes Exempt From Review. Plans for homes to be constructed by Iron Horse Station, LLC shall not be subject to review by the ARC and Iron Horse Station, LLC need not submit its plans to the ARC.

12. RIGHT TO ENFORCE. The restrictions herein set forth shall run with the land and bind the present owners, their heirs, devisees, trustees, and assigns; and any and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of said lots, their heirs, devisees, trustees, and assigns, and with each of the owners of said lots, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding upon any corporation or person except in respect to breaches committed during its or his ownership of or interest in said land.

The owner or owners of any of the above lands, the Developer Oversight Committee and IRON HORSE STATION, LLC shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions set forth above, or hereafter imposed, in addition to the ordinary legal action for damages. The failure of the present owners, or the owner or owners of any above-described lot to enforce the restrictions herein set forth at the time of any violation thereof shall not be construed as a waiver of the right to do so. When the initial sale of all lots is completed, IRON HORSE STATION, LLC's right to enforce these restrictions is terminated.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other



provisions which shall remain in full force and effect.

The losing party in any action, lawsuit or arbitration proceeding brought to enforce these Restrictive Covenants shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. Costs and attorney fees shall be a lien on the property of the violating owner and may be foreclosed in the same manner as a construction lien.

13. AMENDMENT. These restrictions and maintenance obligations may be amended or rescinded, in whole or in part, and additional provisions added, only with written consent of at least sixty-six (66%) percent of the lot owners of lots subject to these restrictions and obligations. No amendment shall be effective until it is recorded in the office of the Yellowstone County Clerk and Recorder. Each lot has only one vote. Co-ownership or joint ownership of a lot shall be considered as having only one vote. If any lots are still owned by the original Developer, the consent of the original Developer is required to change the Restrictions and Covenants in whole or in part.

DATED this 11th day of May, 2005.

IRON HORSE STATION, LLC

BY: Martin J. Brown
Its: managing partner.

STATE OF MONTANA

County of Yellowstone

)
: ss.
)

This instrument was acknowledged before me on May 11, 2005, by IRON HORSE STATION, LLC.



(SEAL)

LAURA O'BRIEN
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires March 7, 2009

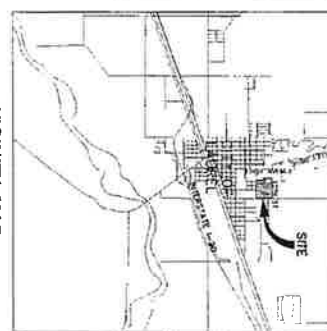
Laura O'Brien
(print or type name of notary)
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires March 7, 2005

PREPARED FOR: MARVIN BROWN
PREPARED BY: ENGINEERING, INC.
SCALE: 1" = 100'

PLAT OF
IRON HORSE STATION SUBDIVISION

AN ADDITION TO THE CITY OF LAUREL,
SITUATED IN THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M.
CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

BASIS OF BEARING; CERTIFICATE OF SURVEY No 1945

FEBRUARY, 2005
BILLINGS, MONTANA[illegible]

VICINITY MAP
NOT TO SCALE

[illegible]

QUIRRE LAUREL

[illegible]

Sheet 1 of 2

Return To:
Pedersen & Hardy, P.C.
1001 South 24th Street West, Suite 110
Billings MT 59102
File No. 34106



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Page: 1 of 2
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**FIRST AMENDMENT TO IRON HORSE STATION
SUBDIVISION DECLARATION OF USE RESTRICTIONS
AND COVENANTS**

THE UNDERSIGNED, being the owner of all of the lots in Iron Horse Station Subdivision, hereby amends the Declaration of Use Restrictions and Covenants recorded May 12, 2005, under Document No. 3332549, in the office of the Clerk and Recorder of Yellowstone County, Montana, as follows:

1. The following provision is hereby added to Section 3, Permissible Buildings:

Duplex and tri-plex buildings and the lots on which they are located may be subdivided or subjected to the provisions of the Montana Unit Ownership Act, as amended from time to time.

Duplex buildings are permitted on the following Lots:

Lots 1, 2 and 3, Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 2, of Iron Horse Station Subdivision, in the City of Laurel, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3330583.

Tri-plex buildings are permitted on the following Lots:

Lot 3, Block 1, of Iron Horse Station Subdivision, in the City of Laurel, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3330583.

2. The following is hereby added:
14. Headings. The headings used in these Use Restrictions and Covenants are for convenience only and shall not be deemed to limit the provisions of these Use Restrictions and Covenants.

Iron Horse Station Subdivision Declaration of Use Restrictions and



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Page: 2 of 2
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Yellowstone County

RES

22.00

Covenants, as amended from time to time, applies to the following described real property in Yellowstone County, Montana:

Parcel 1:

A tract of land in Section 9, Township 2 South, Range 24 East, P.M.M., described as Tracts 1 and 2 of Certificate of Survey No. 1943, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1143464.

Excepting therefrom the Southerly 50 feet of Tract 1 and the Northerly 50 feet of Tract 2 conveyed to Nutting Drain District by Warranty Deed recorded June 10, 1931, in Book 159, Page 81, records of Yellowstone County, Montana.

Parcel 2:

Lots 1, 2 and 3, Block 1,

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 2,

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 4,

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 5,

of Iron Horse Station Subdivision, in the City of Laurel, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County, under Document No. 3330583.

In all other respects, the Declaration of Use Restrictions and Covenants for Iron Horse Station Subdivision described above, shall remain as written.

DATED this 18th day of April, 2006.

IRON HORSE STATION, LLC

BY:

Its:

Marvin J. Brown
partner/member

STATE OF MONTANA)

: ss.

County of Yellowstone)

This instrument was acknowledged before me on 18th day of April, 2006, by Marvin Brown as member of IRON HORSE STATION, LLC.



Jeanna S Fry

(print or type name of notary)

Notary Public for the State of Montana

Residing at Billings, Montana Park City

My Commission Expires June 1, 2009

Jeanna Fry
PO Box 80661
Billings, MT 59108

Stewart Title Company – Billings Division is
recording this document as a courtesy only;
therefore, no liability will be assumed.

**SECOND AMENDMENT TO
IRON HORSE STATION SUBDIVISION
DECLARATION OF USE RESTRICTIONS
AND COVENANTS**

**THIS SECOND AMENDMENT TO IRON HORSE STATION
SUBDIVISION DECLARATION OF USE RESTRICTIONS AND COVENANTS**
("Declaration") is made as of this 31st day of May, 2022, by **IRON HORSE
STATION, LLC**, P.O. Box 80661, Billings, MT 59108 ("Developer").

WITNESSETH:

WHEREAS, Developer executed and recorded a Declaration of Use Restrictions
and Covenants in the office of the Yellowstone County Clerk and Recorder as Document
No. 3332549.

WHEREAS, in Paragraph 4 of those Declarations, Developer provided that
Blocks 6, 7 and 8 of Iron Horse Station Subdivision were not subject to the restrictions
in the Declaration but Developer reserved the right amend the Declarations to subject
Blocks 6, 7 and 8 to the restrictions in the Declarations pursuant to MCA § 70-15-301.

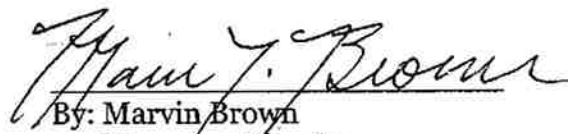
WHEREAS, Developer is exercising its right to amend the Declarations to
subject Blocks 6, 7 and 8 to the restrictions in the Declarations and recorded this Second
Amendment to Iron Horse Station Subdivision Declaration of Use Restrictions and
Convents.

NOW, THEREFORE, Developer does hereby amend Paragraph 4 to provide
that Blocks 6, 7 and 8 of Iron Horse Station Subdivision are subject to the restrictions in
the Declaration.

Except as provided above, the remaining terms and conditions of the Declaration
shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Second
Amendment to Declaration the day and year first above written.

IRON HORSE STATION, LLC


By: Marvin Brown
Its: Managing Member

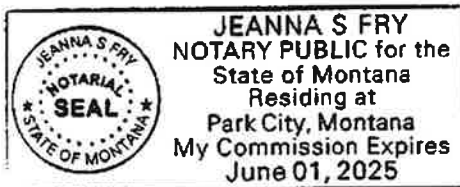
STATE OF MONTANA)

: ss.

County of Yellowstone)

On this 31st day of May, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared Marvin Brown, known to me to be the Member of **IRON HORSE STATION, LLC**, who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Jeanna S Fry
Notary Public for the State of Montana



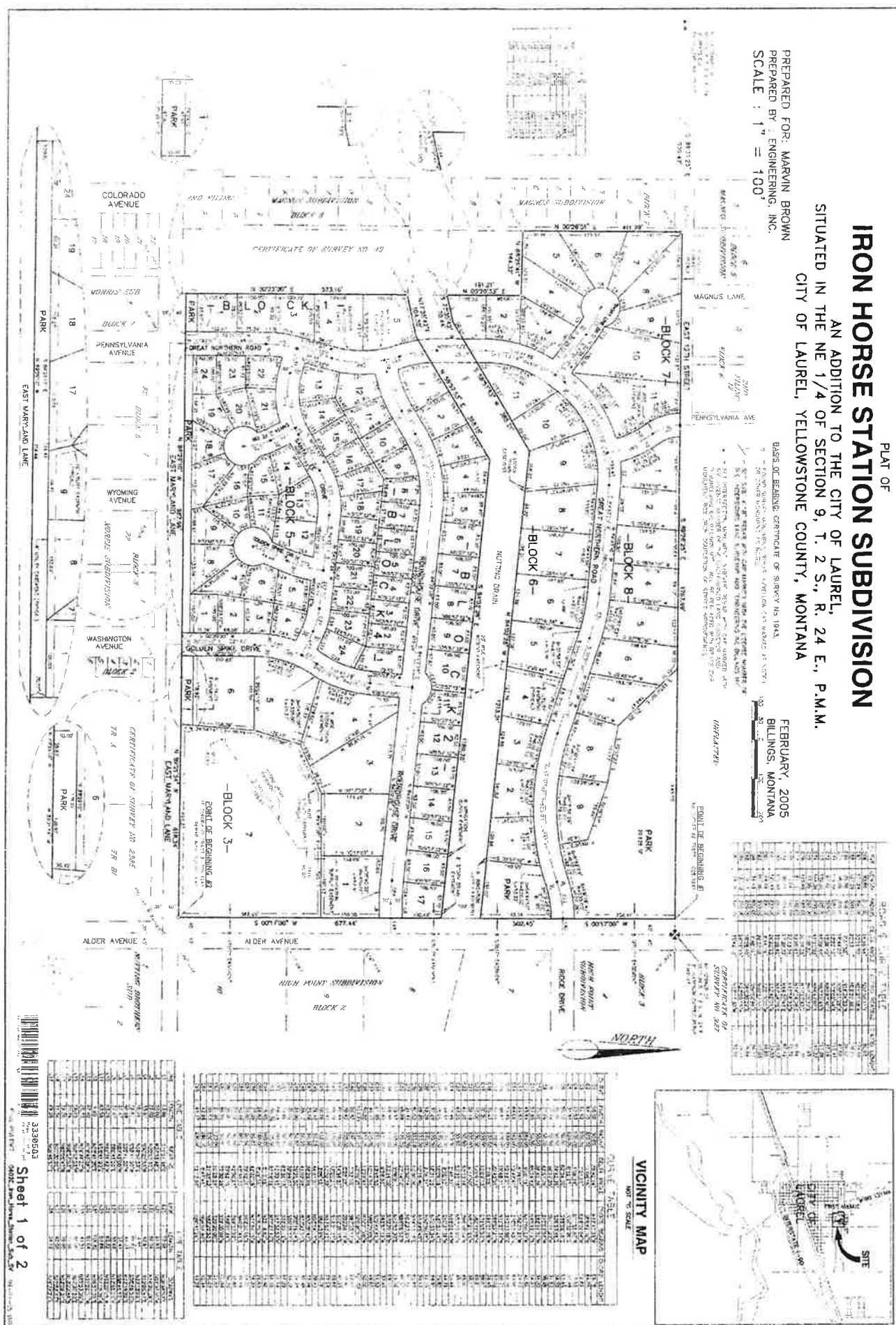
APPENDIX



AN ADDITION TO THE CITY OF LAUREL,
SITUATED IN THE NE 1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M.,
CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

BASIS OF HEARING: CERTIFICATE OF SURVEY NO. 1943.

FEBRUARY, 2005
BILLINGS, MONTANA



ADDRESS	
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FEBRUARY, 2005
BILLINGS, MONTANA

NOTICE OF PLANNING BOARD APPROVAL

"The FBI has been ordered to file by the late C. V. Clevley, a former Boston and Colorado 19th Amendment Commissioner of this board."

CERTIFICATE OF LAUREL CITY ENGINEER'S OFFICE

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this 23rd day of June, 2015.

DATE RECEIVED: _____

CERTIFICATE OF CITY/COUNTY HEALTH DEPARTMENT

OFFICIAL OF THE COURT, 1833-1834

CERTIFICAT. DE CITY ATTORNEY

WILLIAM SHAKESPEARE

$$\frac{1}{\text{Chlorophyll}}$$

CERTIFICATE OF EDUCATION

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ΔNC

IRON HOUSE STATION, I I C

WATKINS & WATKINS

CERTIFICATE OF SURVIVOR

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THE UNIVERSITY OF
PRINCE GEORGE

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LEUNG, S. C. Y., AND S. C. CHAN. 1993. A comparison of the effects of different types of water treatment on the survival of the larvae of the Chinese mosquitofish, *Gambusia holbrooki* (Naiman), and the Chinese goldfish, *Carrasius auratus* (Günther). *Water Research* 27:1291-1294.

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SHEET 2 OF 2
AMENDED PLAT OF IRON HORSE STATION SUBDIVISION, BLOCKS 6, 7, AND 8
- YELLOWSTONE COUNTY THE CITY OF LAUREL

CERTIFICATE OF PLANNING BOARD APPROVAL

7-13-2022

CERTIFICATE OF CITY COUNCIL APPROVAL

WATKINS WENT TO AN HONORABLE MANOR AND THE SON OF THE CITY OF LAUREL, INDIANA THE 12th of July 1932

CERTIFICATE OF APPROVAL

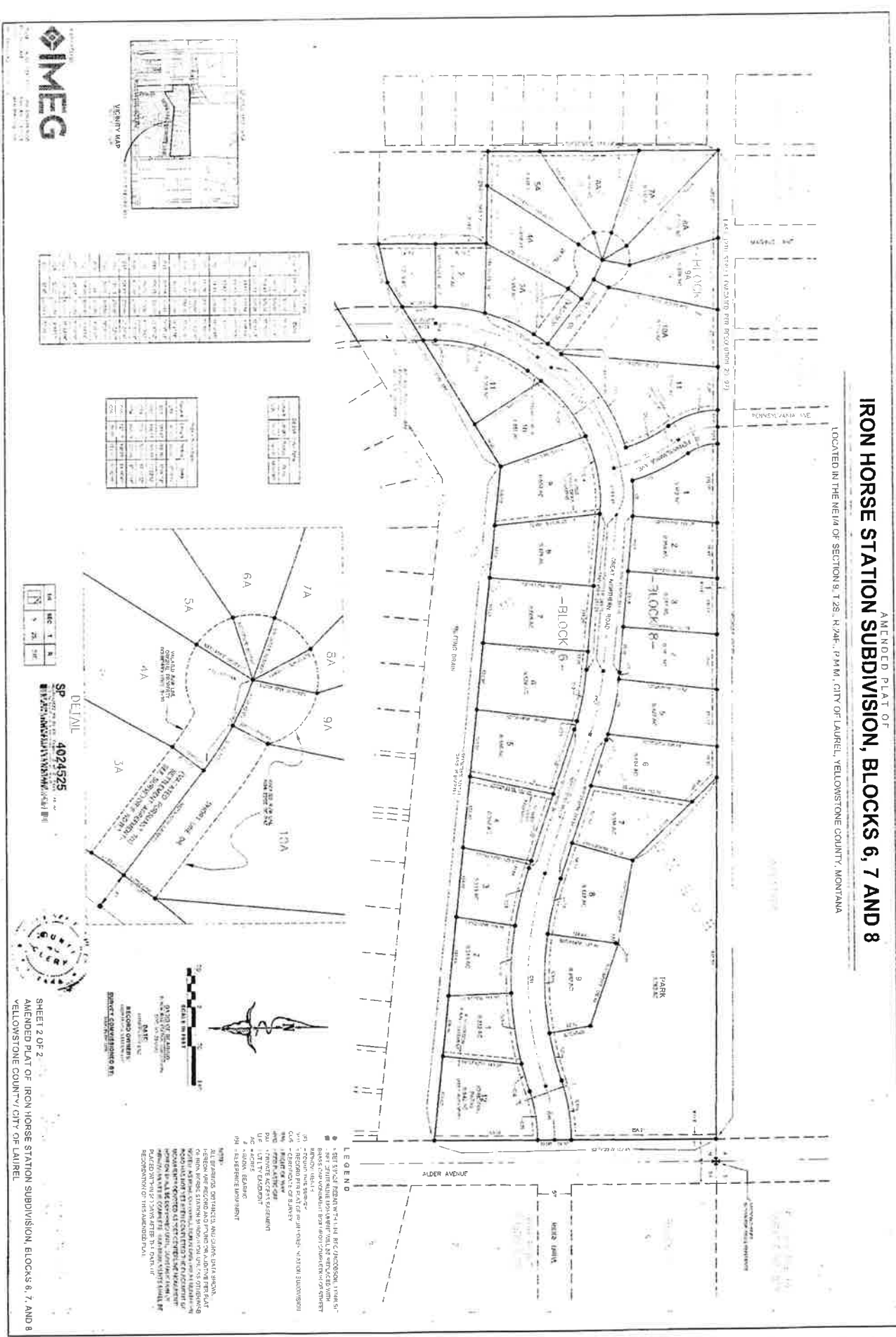
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AMENDED PLAT OF IRON HORSE STATION SUBDIVISION, BLOCKS 6, 7 AND 8

LOCATED IN THE NE 1/4 OF SECTION 9, T2S, R24E, J.P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

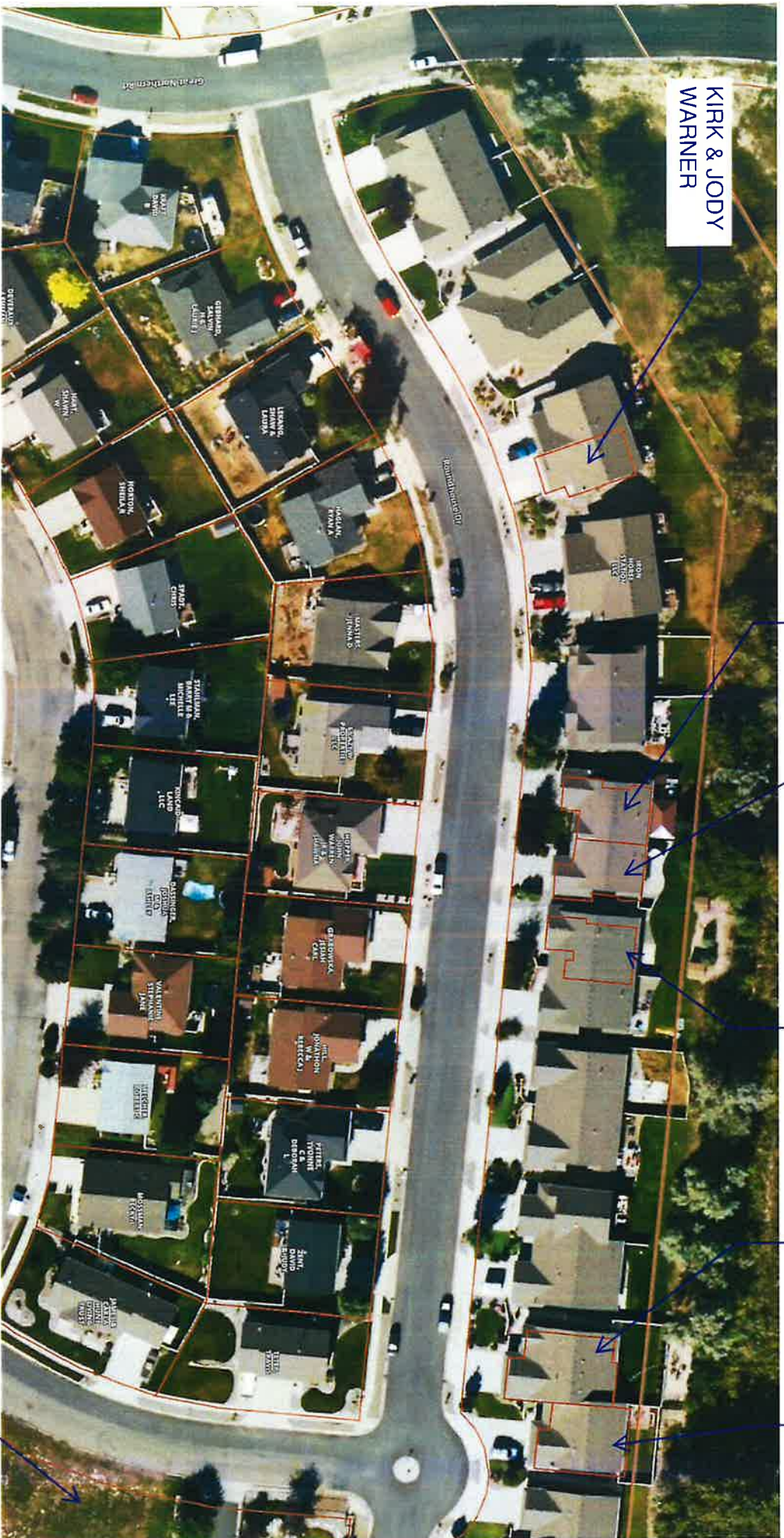


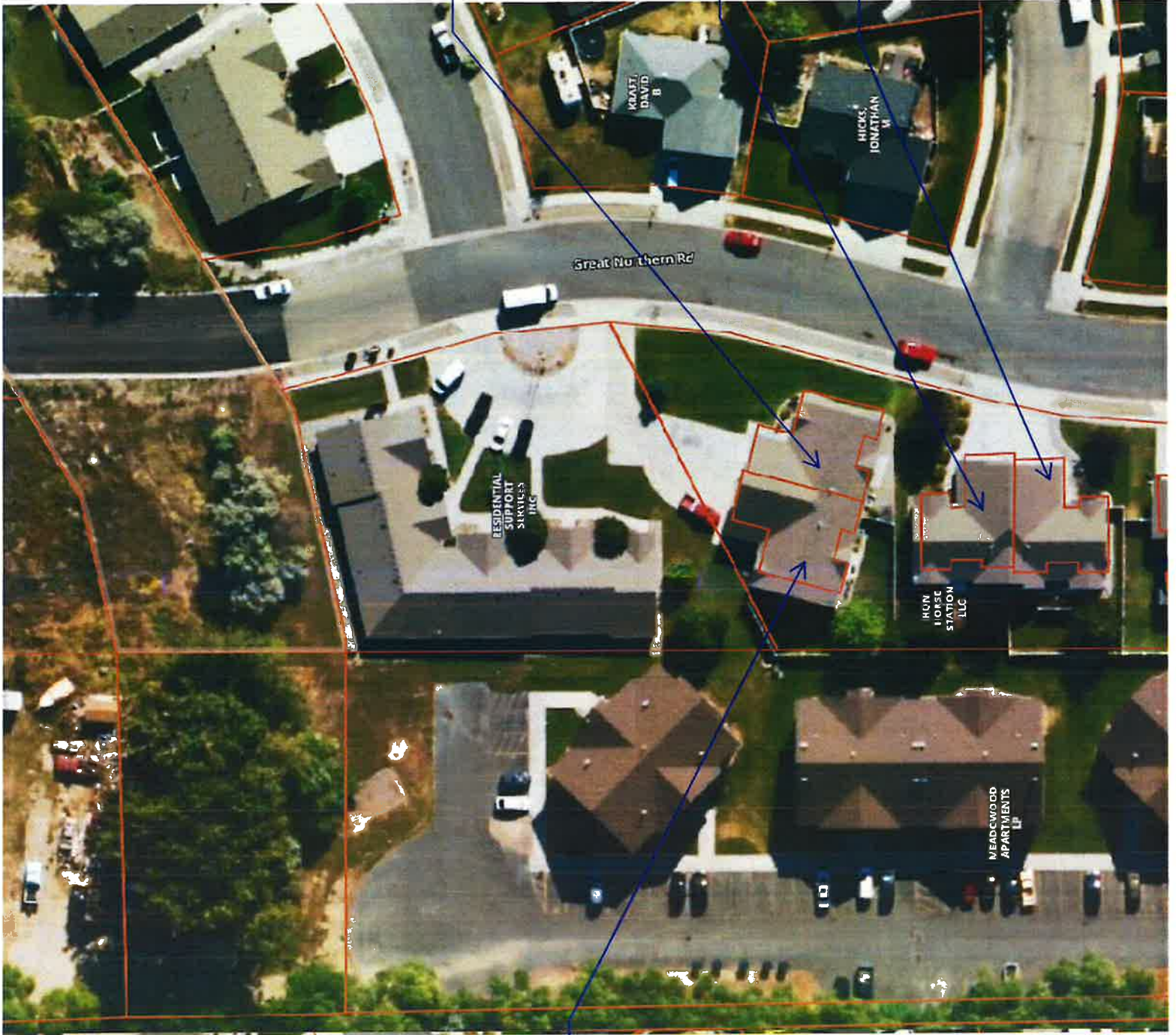
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DETAILED





SHARMON
MCMILLEN

LARAY
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JOSHUA &
SAMANTHA
BISTLINE

ROBERT &
JOYCE
BRATHOLE

KRAST,
DAVID
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HICKS,
JONATHAN
M

RESIDENTIAL
SUPPORT
SERVICES
LLC

IRON
HORSE
STATION
LLC

MEADOWWOOD
APARTMENTS
LP

Great Northern Rd

File Attachments for Item:

19. Resolution No. R25-85: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Donahue Roofing & Siding LLC.

RESOLUTION NO. R25-85

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
DONAHUE ROOFING & SIDING LLC.**

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 Donahue Roofing & Siding LLC, 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 Donahue Roofing & Siding LLC on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of September 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 23rd day of September 2025.

APPROVED by the Mayor on the 23rd day of September 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 23rd day of September, 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 Donahue Roofing & Siding LLC, a contractor licensed to conduct business in the State of Montana, whose address is 3970 Avenue D Suite D, Billings, MT 59102, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated September 9, 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 fifty-five thousand two hundred sixty-seven dollars and thirty-seven cents (\$55,267.37) 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 23rd DAY OF SEPTEMBER 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Donahue Roofing & Siding LLC

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

EPDM ROOF ESTIMATE

SEP 08, 2025

Donahue
ROOFING & SIDING LLC



CITY OF LAUREL

waterplant@laurel.mt.gov

802 Sewer Plant Rd

Laurel, MT

59044

Montana Roofing
ASSOCIATION

donahuerooting@gmail.com
4062485428

ENSURING A PERFECT PLAN AND PROCESS.

Hi HP,

Thank you for considering us for the repairs to your building. Below you will find the estimate for the project, along with some optional upgrade options for potential improvements.

The estimate includes the following:

1. Clean existing roofing thoroughly and prepare it to receive the new membrane
2. Supply and installation of new materials
3. Complete cleanup of the work area
4. Full safety setup and compliance with property requirements
5. Assigned Project Manager dedicated to your project
6. Manufacturer's audit of all completed work
7. 20-year material warranty

We prioritize safety and want to ensure you are not personally liable in case of any worker injuries. That's why we maintain a rigorous safety program, provide workers' compensation coverage for all employees, and carry \$2 million in liability insurance.

Once the job is finished, your Project Manager, along with a qualified commercial roofing inspector from the manufacturer, will conduct a thorough quality control audit. This ensures that your project meets our strict standards and is eligible for warranty approval. Rest assured, we will also ensure that the site is left spotless.

If you have any questions, please don't hesitate to give me a call. We always strive to provide the best value to our clients. If our estimate is outside of your budget, please let me know, and we will do our best to accommodate your needs.

Kind regards,

Mitch Donahue
donahuerroofing@gmail.com
4062485428

ABOUT US

I'm Mitch Donahue, owner and founder of Donahue Roofing & Siding. My wife, Melissa, and I started the company in 1997, when our kids were just toddlers - now our son, Dylan, is helping to run the place!

We have built a team atmosphere here and we're proud of what we do - and what we do is make happy customers.

We proudly maintain an A+ rating with the Better Business Bureau. We believe when it comes to your property, you deserve expertise, reliability, and quality. That's exactly what Donahue Roofing & Siding brings to the table.



Why Choose Us?

- **A Local Billings Roofing Contractor** - We take pride in being a trusted name in Billings and beyond. Supporting local homeowners and businesses is what we do best.
- **Lifetime Warranties** - With our lifetime warranties, you can have total confidence in the longevity and quality of your roofing investment.
- **Owens Corning Platinum Preferred Contractor** - This prestigious partnership allows us to provide our clients with the best roofing products, combined with exclusive warranties.
- **Insurance Claims Assistance** - We simplify the insurance claim process by working with your provider to get repairs covered quickly.
- **Affordable Financing Options** - Making roofing solutions more accessible is a priority for us. That's why we offer various financing plans to fit your budget.

Our Process

At Donahue Roofing & Siding, every project follows a clear, streamlined process designed to keep things simple for you.



✓ Contact

Reach out to us to schedule your free inspection or project estimate.

✓ Consultation

One of our expert team members will assess your property and provide tailored recommendations.

✓ Installation

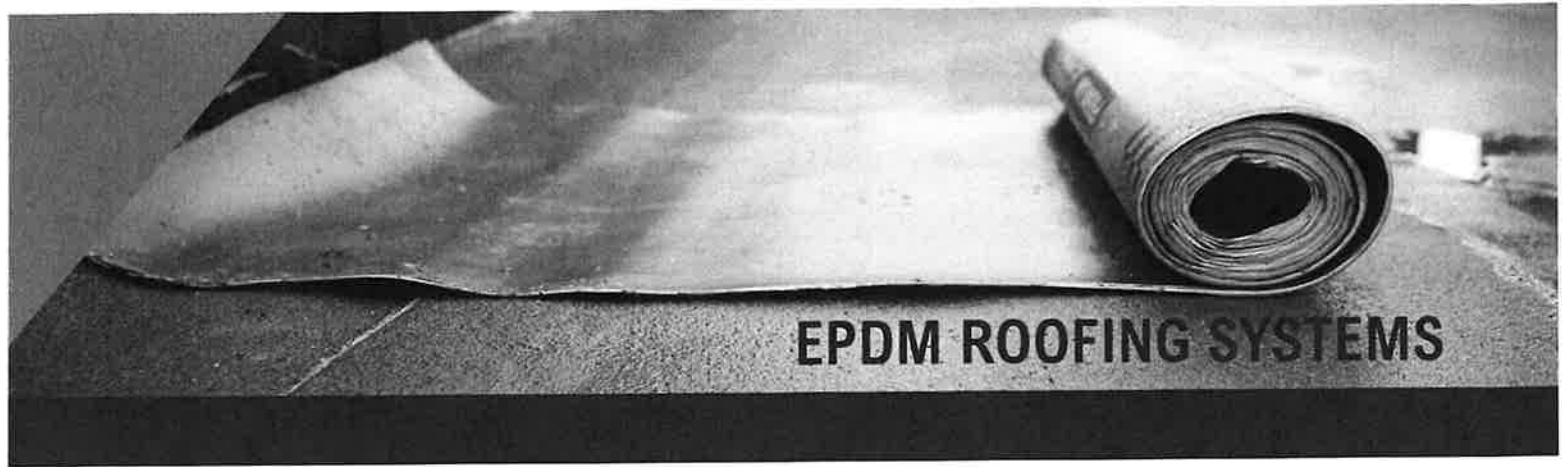
We show up on schedule to complete the work efficiently and to the highest standard.

✓ Clean-Up

We don't leave a mess behind. Our crew ensures your property is spotless when the job is done.

✓ Commitment

Rest easy knowing our work is backed by lifetime warranties and your satisfaction is always guaranteed.



EPDM is an extremely durable synthetic rubber roofing membrane that is used worldwide. EPDM is available in both black and white and is sold in a variety of widths and thicknesses. Its superior durability and cost-effectiveness are part of what makes EPDM one of the most popular flat roof systems installed in the U.S. today.



Durability.

EPDM roofing is known for its exceptional durability and longevity. It can last for up to 50 years with proper maintenance, making it a cost-effective roofing option in the long run.



Energy Efficiency.

The rubber material used for EPDM roofing is a good insulator. One of the main advantages of using EPDM roofs is that they keep your building warm in the winter and cool in the summer.

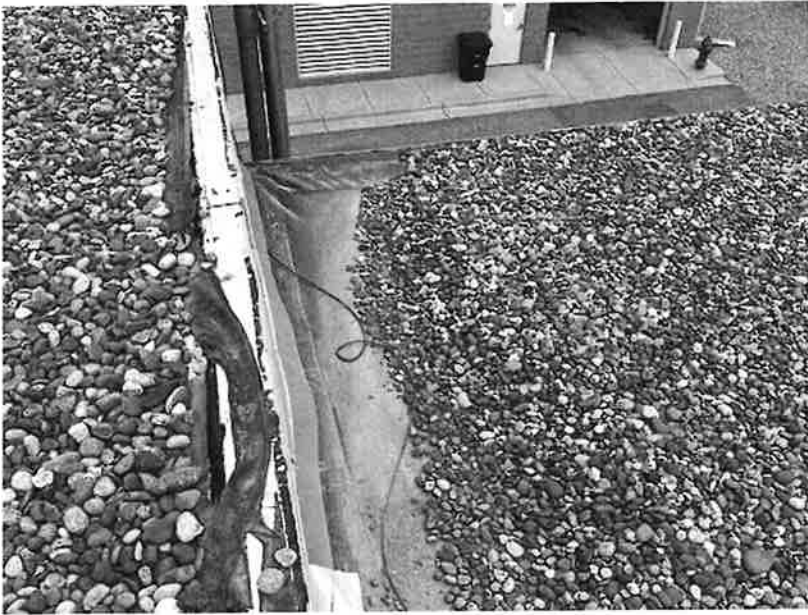


UV Resistance.

EPDM roofing is resistant to weather, UV rays, and extreme temperatures, making it ideal for areas with harsh weather conditions.

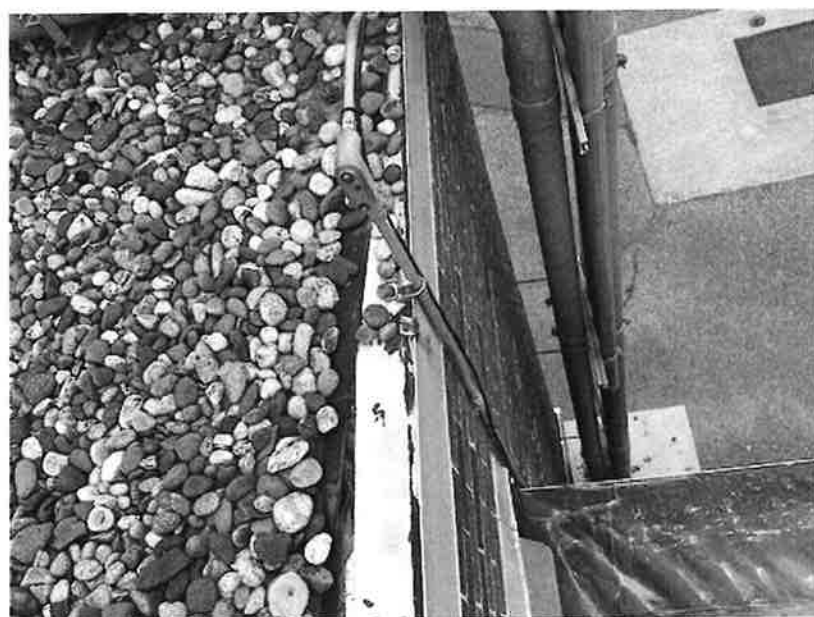
INSPECTION

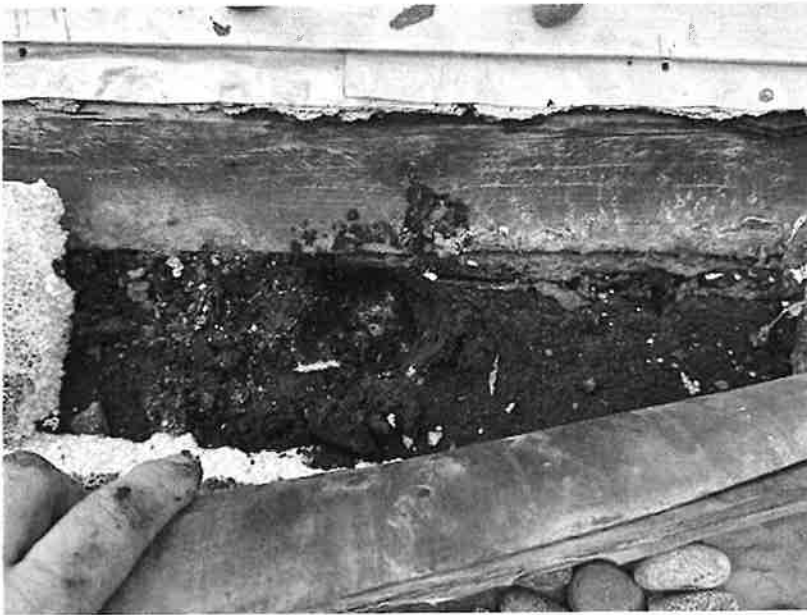












EPDM COMMERCIAL ROOF SYSTEM

Description

Commercial (Roofing) - EPDM Roof System

EPDM Roofing System Overview & Benefits

Ethylene Propylene Diene Monomer (EPDM) Roofing is a proven, highly durable single-ply membrane system ideal for low-slope commercial roofs.

Benefits of EPDM Roofing:

Exceptional Longevity: Service life of 30+ years with proper maintenance.

Superior Weather Resistance: Excellent performance against UV, ozone, hail, and thermal cycling.

Low Maintenance: Minimal upkeep compared to built-up or modified bitumen systems.

Flexibility in Cold Temperatures: Remains pliable even in subzero conditions.

Energy Efficiency: Installed over high R-value insulation for significant energy savings.

Environmentally Friendly: Recyclable materials and low VOC adhesives available.

Proven Track Record: Over 50 years of success across millions of square feet installed.

Safety Requirements and Building Code Compliance

SAFETY FLAGS AND EQUIPMENT ROOF LOAD

Setup all Safety flags and load onto roof all equipment needed to perform the roof system installation

FALL PROTECTION

Setup all proper fall protection and restraints per OSHA standards

BUILDING CODE COMPLIANCE

All roof work will be performed in compliance with local city and International building codes specifications

SAFETY REQUIREMENTS

Crews will maintain safety requirements at all times during the construction process and are licensed and insured

Details of roof system installation is as follows:

1 Roof Deck Preparation

Inspect the structural deck for moisture, debris, and damage.

Clean and prepare the substrate for new materials.

Install a 6-mil polyethylene vapor barrier over the deck to prevent condensation.

2 Polyisocyanurate Insulation

Mechanically attach R-30 polyisocyanurate rigid insulation boards in staggered rows.

Create positive slope to drains as needed with tapered insulation packages.

3 High-Density Cover Board

Install 1/2" high-density cover board (glass-faced gypsum) over insulation.

This layer improves compressive strength, protects insulation, and enhances fire resistance.

4 Membrane Layout & Placement

Roll out 60-mil reinforced EPDM membrane sheets across the prepared substrate.

Allow membrane to relax to remove wrinkles.

5 Adhesion & Securement

Re-use rock ballast for fastening and to save money.

6 Seaming & Detailing

Tape-seal all field seams, T-joints, and lap edges.

Install pre-formed flashing boots at penetrations and corner details.

Apply lap sealant to all exposed seams for watertight integrity.

7 Edge Metal & Terminations

Install prefabricated perimeter edge metal and coping caps per manufacturer guidelines.

Terminate membrane with termination bars and sealant beads at walls and curbs.

8 Final Inspection & Warranty Registration

Perform quality control inspections of all seams, flashings, and securement.

Clean the roof surface.

Register the system for a 20-Year Manufacturer's Warranty covering materials and labor.

System Summary:

60-mil Reinforced EPDM Membrane

R-30 Polyisocyanurate Insulation

1/2" HD Cover Board

Ballasted with existing rock

20-Year NDL (No Dollar Limit) Warranty

Estimate subtotal	\$55,267.37
Total	\$55,267.37

Although the insulation is on this quote as an optional upgrade, it will be neccessary in order to meet building codes. I told you that I would have it separated out so that is why I did it that way. For the money, the warranty is well worth it as well. Thank you for the opportunity to bid your project!

AUTHORIZATION PAGE

EPDM Commercial Roof System

\$55,267.37

Name:

HP Nuernberger

Address:

802 Sewer Plant Rd, Laurel, MT

Estimates valid for 30 days from date of estimate

EXTENDED WARRANTY

Description	Line total
<input type="checkbox"/> 20-YEAR NDL WARRANTY WARRANTY FEE FOR A 20-YEAR NO-DOLLAR-LIMIT SYSTEM WARRANTY FROM MULEHIDE	\$882.00
<input type="checkbox"/> Mule-Hide Polyiso Flat Roof Insulation Mule-Hide Polyiso Flat Roof Insulation (5.6" R-30)	\$22,733.27

Customer Comments / Notes

HP Nuernberger:

Date:

TERMS AND CONDITIONS

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. You may contact your consumer affairs office for more information. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or personal delivery.

I understand that if roof rot is discovered during tear-off DONAHUE ROOFING & SIDING, LLC reserves the right to replace sheathing and bill me up to \$200 in addition to the estimated cost below without notifying me in advance. DONAHUE ROOFING & SIDING, LLC will call me for authorization if wood replacement will exceed \$200.

I understand that I must remove items from the interior walls of my building that may be damaged or fall due to vibrations from the loading/installation of shingles onto my roof (if applicable), or installation of siding. DONAHUE ROOFING & SIDING, LLC is not liable for such damages.

I understand that minor stucco/siding damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. DONAHUE ROOFING & SIDING, LLC is not liable for repairing said damage.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, DONAHUE ROOFING & SIDING, LLC provides a 5-year Workmanship Warranty on portions of the project in which DONAHUE ROOFING & SIDING, LLC fully replaced any existing products.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize DONAHUE ROOFING & SIDING, LLC to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I understand that payment in full is due upon completion of work as stated in contract. All invoices not paid in full after 15 days will be subject to a 2% per month interest charge.

I understand that approval of my estimate is subject to customer credit approval by DONAHUE ROOFING & SIDING, LLC. I agree that DONAHUE ROOFING & SIDING, LLC may access my credit bureau report(s), trade references, and other credit information prior to granting credit approval.

I acknowledge that I have read and understand this page. Initials: _____

File Attachments for Item:

20. Resolution No. R25-86: A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Bartram Services, LLC.

RESOLUTION NO. R25-86

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

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 Bartram Services, LLC, 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 Bartram Services, LLC on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of September, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of September, 2025.

APPROVED by the Mayor the 23rd day of September, 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 23rd day of September, 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 Bartram Services, LLC., a contractor licensed to conduct business in the State of Montana, whose address is 2732 Pronghorn Drive, Laurel, MT 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 September 13, 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 fifty-three thousand seven hundred forty-six dollars and no cents (\$53,746.00) 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 23rd DAY OF SEPTEMBER 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Bartram Services, LLC

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

ESTIMATE

Bartram Services, LLC
2732 Pronghorn Dr
Laurel, MT 59044

evan.bartramservicesllc@gmail.com
+1 (406) 633-5480



Bill to
Matt Wheeler
City of Laurel
115 W First Street
Laurel, MT 59044

Ship to
Matt Wheeler
City of Laurel
115 W First Street
Laurel, MT 59044

Estimate details
Estimate no.: 1032
Estimate date: 09/13/2025
Expiration date: 12/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Install Sprinkler System	Install Sprinkler system at Nutting park. [Alder & E 6th Street]. This estimate includes all materials, equipment, man hours, etc.	1	\$53,746.00	\$53,746.00
2.			If approved Bartram Services will install a sprinkler system in the park tying into water and power sources provided by the City of Laurel. Bartram Services will bury all ground dug up or disturbed during this project. Re-seeding the grass will be the responsibility of City of Laurel. There will be a 1-year warranty on all components of the sprinkler system starting the day the system is turned on in 2026. Winterization of the system will be complementary for both 2025-2026.			
3.			25% of the estimate total (\$13,436.50) will be do upfront. The remainder will be due after completion of project.			

Note to customer	Total	\$53,746.00
	Expiry date	12/31/2025

Thank you for considering Bartram Services LLC to install this sprinkler system. We look forward to working with you. If you have any questions please give me a call. 406-633-5480.

Accepted date

Accepted by

File Attachments for Item:

21. Resolution No. R25-87: A Resolution Of The City Council Authorizing The Mayor To Execute The Memorandum Of Understanding Between The City Of Laurel And The Yellowstone Valley Animal Shelter, For The Provision Of Temporary Shelter Services For Displaced Animals.

RESOLUTION NO. R25-87

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF LAUREL AND THE YELLOWSTONE VALLEY ANIMAL SHELTER, FOR THE
PROVISION OF TEMPORARY SHELTER SERVICES FOR DISPLACED
ANIMALS.**

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

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

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

Introduced at a regular meeting of the City Council on the 23rd day of September 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of September 2025.

APPROVED by the Mayor the 23rd day of September 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF UNDERSTANDING **FOR TEMPORARY SERVICES FOR DISPLACED ANIMALS**

This Memorandum of Understanding (hereinafter “MOU”) is made by and between the City of Laurel, Montana (hereinafter “the City”) and Yellowstone Valley Animal Shelter, Billings, Montana (hereinafter “YVAS”). The City and YVAS, in consideration of the material covenants set forth in this Agreement, agree as follows:

1. **PURPOSE:** The purpose of this MOU is to establish a temporary cooperative arrangement allowing YVAS to utilize kennel space located at the Laurel Police Department facility to house dogs during the period in which YVAS’s facility is affected by smoke contamination or other temporary uninhabitable conditions.
2. **TERM:** This MOU shall be effective upon execution by both Parties and shall remain in effect until terminated by either Party upon thirty (30) days’ written notice, or until YVAS resumes full operations at its own facility, whichever occurs first. This MOU is intended to be temporary and may be amended by mutual agreement.
3. **RESPECTIVE RESPONSIBILITIES OF PARTIES:** The parties have the following respective responsibilities under this MOU:
 - a. **YVAS:**
 - a. Transportation & Veterinary Care:
 - i. YVAS shall be responsible for transporting animals to and from the Laurel Police Department kennels.
 - ii. YVAS shall provide necessary veterinary support and medical care for animals housed under this MOU.
 - b. Animal Care:
 - i. YVAS shall coordinate with Laurel Police Department staff to ensure animals are properly cared for.
 - ii. While YVAS remains primarily responsible for animal care, City personnel may assist with feeding, watering, and limited exercise of the dogs.
 - iii. YVAS is fully responsible for providing all food, kennel items, and other equipment necessary for proper care of the displaced animals.
 - c. Adoptions & Public Access:
 - i. No adoptions, viewings, or public interactions with animals shall occur at the Laurel facility.
 - ii. All adoption activities shall take place solely through YVAS after animals are returned to its facility.
 - b. **City:**
 - a. Kennel Space:

- i. The City shall make available up to two (2) kennels for YVAS's temporary use.
 - ii. At least two (2) kennels shall remain reserved for City operational needs at all times.
 - iii. Any use beyond two (2) kennels shall require prior written approval from the City.
 - b. Monitoring: Due to the kennel locations, City officers and Animal Control staff may observe animals throughout the day; however, constant supervision is not guaranteed.
- 4. **PAYMENT:** The Parties agree that no fees will be charged under this temporary arrangement. The Parties may revisit this provision if circumstances change or the duration of housing is extended.
- 5. **INDEPENDENT YVAS STATUS/LABOR RELATIONS:** The parties agree that YVAS is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. YVAS is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. YVAS is not authorized to represent the City or otherwise bind the City in any dealings between YVAS and any third parties. YVAS shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. YVAS shall maintain workers' compensation coverage for all employees of YVAS's organization, except for those who are exempted by law. YVAS must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6. **INDEMNITY:** The YVAS shall defend, indemnify and hold harmless City from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of YVAS's negligence and for which City's sole basis of liability is vicarious liability for the acts or omissions of YVAS. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that City is liable for any damages by reason of a non-delegable duty.

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

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

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

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

8. **COMPLIANCE WITH LAWS:** YVAS agrees to care for the displaced animals and treat all employees involved in accordance with local, state and federal laws, ordinances, rules, and regulations, and national standards, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the YVAS subjects YVASs to the same provisions. In accordance with section Mont. Code Ann. § 49-3-207, YVAS agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract. City agrees to comply with all local, state and federal laws, ordinances, rules and regulations.
9. **LIAISON:** City's designated liaison with YVAS is the Chief of Police, and YVAS's designated liaison with City is Triniti Halverson, Yellowstone Valley Animal Shelter Executive Director.
10. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured

with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Subject to this Agreement, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

11. **NON-WAIVER:** A waiver by either party, any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.
12. **DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this Agreement.
13. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the Montana Thirteenth Judicial District Court, Yellowstone County.
14. **ATTORNEY'S FEES AND COSTS:** In the event it becomes necessary for either party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.
15. **BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
16. **NO ASSIGNMENT:** Neither the City nor the YVAS shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without written consent of the other.
17. **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
18. **HEADINGS:** The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

19. **SEVERABILITY:** If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
20. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the City or YVAS demonstrating both parties' compliance with the requirements of this Agreement.
21. **COUNTERPARTS:** This Agreement may be executed in counterparts, which together constitute one instrument.
22. **INTEGRATION:** The Contract Documents, which comprise the entire agreement between City and YVAS, consist of the following:
- This Agreement; and
 - YVAS's current Certificate of Insurance and Workers Compensation coverage.

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

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

CITY OF LAUREL, MONTANA

YELLOWSTONE VALLEY ANIMAL SHELTER

MAYOR

TRINITY HALVERSON, Executive Director