

**RESOLUTION NO. R15-10**

**A RESOLUTION OF THE CITY COUNCIL APPROVING AND ISSUING  
A GROUP 2 TEMPORARY USE PERMIT FOR RIMROCK SUBARU KIA  
AUTHORIZING THE TEMPORARY USE OF A PORTION OF THE  
LAUREL WALMART PARKING LOT WITHIN THE CITY OF LAUREL.**

WHEREAS, Walmart of Laurel agreed to allow Rimrock Subaru KIA to utilize a portion of its parking lot to conduct a multi-day automobile sale to members of the public; and

WHEREAS, the requested use constitutes a Group 2 Temporary Use that allows uses for a period longer than forty eight (48) hours but less than thirty (30) days; and

WHEREAS, the City Staff reviewed the application and site plan and have no objections to the request and as a consequence recommend approval of the permit; and

WHEREAS, the City will conduct a fire inspection of the temporary tent on February 23, 2015, and upon satisfactory inspection, the fire department will approve the tents use; and

WHEREAS, the Fire, Police and Ambulance Departments have all received a copy of the site plan attached hereto and incorporated herein; and

WHEREAS, the applicant has posted the required cleaning deposit of \$3000 to ensure clean up of the permitted area; and

WHEREAS, the applicant has obtained a business license pursuant to City Ordinance.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the attached Temporary Use Permit and all attachments thereto are hereby approved effective Monday, February 23, 2015 and shall expire on March 3, 2015.

Introduced at a special meeting of the City Council on February 24, 2015 by Council Member  
Nelson.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 24<sup>th</sup> day of February, 2015.

APPROVED by the Mayor this 24<sup>th</sup> day of February, 2015.

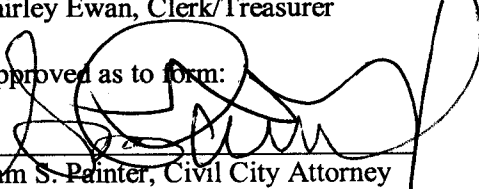
CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, Clerk/Treasurer

Approved as to form:

  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

**To: Laurel City Council**

**From: Monica Plecker, Planning Director**

**Re: Rimrock Subaru Kia Temporary Use Permit**

**Date: 2/18/15**



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## **LAUREL/CITY COUNTY PLANNING DEPARTMENT**

Rimrock Subaru Kia has submitted an application for a Group 2 Temporary Use Permit. They plan to hold an event at 101 Bernhardt Rd, more specifically, a portion of the Wal Mart parking lot (a site plan has been attached). The event is planned for February 24 – March 1, 2015.

On-site during the event:

- 75 used vehicles (5yrs and newer)
- 20x40 Tent with tables, chairs and lights inside
- 8x36 mobile office trailer
- 25Kw towable generator
- Portable toilets (1 regular and 1 Accessible)

Findings:

- Planning, Building and Public Works Departments have reviewed the application and site plan and have no concerns with the proposed activity.
- A Fire Inspection for the tent is scheduled to occur on Monday, February 23rd.
- A \$3,000 Cashier's Check has been overnighted to the City and is expected to arrive prior to the event. This is a requirement to ensure the timely cleanup of the site.
- Fire, Ambulance and Police have received a copy of the site plan.
- Rimrock Subaru Kia has purchased a business license as required for this temporary use.

**CITY OF LAUREL, MONTANA  
TEMPORARY USE PERMIT**

1. Name of applicant: Ernie Lee Telephone: (406)651-5300
2. Name of business: Aimrock Subaru KIA
3. Address of applicant: 324 S. 24th St. W. Billings, MT 59102
4. Proposed address of business/temporary use: 101 Bernhardt Rd. (Walmart)
5. Type of temporary use:

Group 2 Temporary Use. This group consists of temporary uses of property continuing for longer than forty-eight (48) hours but less than thirty (30) days. Examples of Group 2 Temporary Uses are carnivals, circuses, Christmas tree sales.

Group 3 Temporary Use. This group consists of temporary uses of property continuing for longer than thirty (30) days but less than one (1) year.

- a. The following temporary uses may be allowed in this group:

- (1) Uses, such as carryout espresso stands less than 120 square feet in floor area and bearing a certification of a factory built building from the state of Montana, as allowed in the appropriate zoning districts.

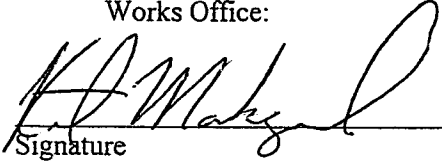
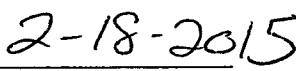
- b. Location and Time Restrictions

- (1) Any Group 3 temporary use/structure existing upon adoption of this chapter, shall be deemed a legal nonconforming use. All existing legal Group 3 nonconforming temporary uses/structures, as of the effective date of this chapter or any amendment hereto, shall be removed or become a permanent use by complying with the adopted Commercial Building Code, site development standards, and any other federal, state or local requirements within two (2) years from the date of the enactment of this chapter or any amendment hereto.

6. Standards:

- a. Two (2) signs not to exceed thirty-two (32) square feet in area and eight (8) feet in height shall be allowed, excluding A-frame signs, and shall be removed along with the temporary use/structure when the approved time limit or temporary use/structure permit has expired.
- b. The temporary use must provide sufficient space to accommodate the structure and off-street parking for customer and use-related vehicles. The parking area, driving lanes, and egress/ingress shall be paved, drained, and the site shall be approved by the Public Works Department within the municipal limits of Laurel or by the County Office of Public Works if located outside of Laurel but within its one (1) mile zoning jurisdiction.
- c. Clear sight vision for site ingress and egress shall be provided as per currently adopted applicable codes and approved by City Public Works Department if within the Laurel municipal limits or by the County Office of Public Works if outside of Laurel but within its one (1) mile zoning jurisdiction.

- d. Access to public right-of-way shall be approved by the Public Works Department if within the municipal limits of Laurel or by the County Office of Public Works if outside of Laurel but within its one (1) mile jurisdiction.
  - e. Application for temporary use/structure permit shall be made at the City Public Works Department to the Planning Board at least one (1) month ahead of the Planning Board's regularly scheduled meeting date accompanied by a three hundred twenty-five dollar (\$325) application review fee.
7. Permit required:  
Before any Group 2 or Group 3 Temporary Use or Structure is established the property owner shall obtain a temporary use/structure permit, as delineated above. In addition, the property owner shall post a three thousand (\$3,000) dollar money order or cashiers check or an equivalent bond with the City of Laurel Clerk Treasurer to ensure timely removal of the use and/or structure.
8. A copy of this site plan showing the above referenced requirements must accompany this application.
9. Approval of proposed plan by City Public Works Department/County Public Works Office:

 \_\_\_\_\_   
Signature Approve/deny Date

10. After approval by the Planning Board, applicant needs to obtain a business license from the City.

# City of Laurel Business License

Fiscal Year July 1, 2014 to June 30, 2015

HAVING PAID THE FEE LISTED BELOW TO THE CITY OF LAUREL IN ACCORDANCE WITH THE CITY OF LAUREL ORDINANCE YOU HEREBY RECEIVE THE FORM FOR THE BUSINESS OR OCCUPATION LISTED HEREON.

License Number: 1562  
Fiscal Year: 2014-15



License granted to:

RIMROCK SUBARU KIA  
PO BOX 80208  
BILLINGS MT 59102

PR - GENERAL BUSINESS LICEN 37.50

Fee Total: 37.50

Cheryl Lund  
City Official's Signature

Date Issued: 2-12-15



February 18, 2015

**City of Laurel**  
115 W. 1<sup>st</sup> ST.  
Laurel, MT 59044  
(406) 628-4796

**RE: Vehicle Sale for Rimrock Subaru KIA**

To whom it may concern:

We are an automotive marketing firm representing Rimrock Subaru KIA of Billings, MT who would like to have a used vehicle off-site sale.

**Dates of Event**

Sale: Tuesday, February 24, 2015 through Sunday, March 1, 2015  
Sale Hours: Tuesday-Saturday 9:00 am - 9:00 pm and Sunday 11:00 am – 6:00 pm

Set-Up: Monday, February 23, 2015  
Tear Down: Monday, March 2, 2015

**Location of Sale**

**Wal-Mart parking lot**  
101 Bernhardt Rd.  
Laurel, MT 59044  
Approx 100 parking spaces plus aisle way between parking rows  
\*See attached site plan

**On-Site during event**

75 Used Vehicles (5 yrs and newer)  
20x40 Tent with tables, chairs, and lights inside.  
8x36 Mobile Office Trailer  
25K Towable Generator  
Portable Toilets (1 regular and 1 Handicap)

If you have any questions about this event please feel free to contact me.

THANK YOU!

*Renee Gaucher Pieper*  
Off-Site Event Director  
G&A Marketing Inc.  
Phone (513) 965-6322  
Cell (513) 382-3700  
Fax (513) 688-1570

# Pimrock Subaru KIA - Walmart - Site Plan - 2/15



Google earth

feet  
meters

800  
200



Egress / Ingress will be the same as Walmart.

# Pimrock Subaru KIA - Walmart - Site Plan - 2/15



Google earth

feet  
meters

300

100

[Tent] - 20x40 Tent    ⊗ - 2 portable toilets

[Generator] - generator

[office] - 8x36 mobile office





Promotions

5502 Walsh Lane, Suite # 103, Rogers, AR 72758

RE: Authorization to Dealer for Offsite Wal-Mart Parking Lot Event

Rimrock Kia  
412 S 24<sup>th</sup> St West  
Billings, MT 59102

To whom this may concern:

Please be advised that the lot event scheduled for the dates of Feb 24 – March 1, 2015 at the WAL-MART # 4412 located at 101 Bernhardt Rd, Laurel, MT has been approved by the WAL-MART Home Office, the local store manager, and VPA Promotions (the exclusive lot promoter for WAL-MART Stores, Inc.)

This event has been approved for the number of parking spaces as noted within the executed "Lot Agreement" which thereby provides permission for the above noted dealership to conduct such event on the designated WAL-MART lot. Further, use of the indoor restroom and other sanitary facilities within the WAL-MART store are granted and available to the dealership staff, and to the like, also to customers coming on the WAL-MART lot during the event. The dealership may setup their inventory display the day before the aforementioned dates, and remove the inventory the evening of the end date or morning thereafter.

Further, we require the dealership provide a copy (or copies) of all applicable permits that may be required to be in compliance with any city, county, state, or municipality laws for the dealership to hold such an offsite event. Copies of such permits may be faxed to our offices directly at 1-888-494-9329 or emailed to lotevents@vpapromotions.com

Please note, use of a "tent" for event is allowable on the lot, although, the use of tent stakes or any drilling into the Wal-Mart parking lot is strictly prohibited, but use of sand bags, water barrels or concrete blocks are an acceptable alternative.

We appreciate your business with VPA Promotions - Please don't hesitate to contact me if you have any questions.

Sincere thanks,

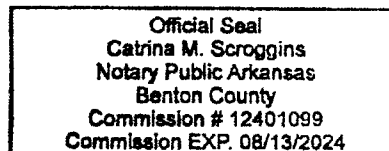
Bonnie Ray

VPA Promotions WAL-MART Lot Team  
479-531-7299

Sworn to and subscribed before me  
this 2<sup>nd</sup> day of February, 2015

  
Notary Public

My commission expires: 8-13-24



## Parking Lot Promotion Location/Set-up Area



# WAL-MART

Store # 4412

101 Bernhardt Rd  
Laurel, MT

406-628-3000

Brian Wood - Mktng Mgr

Presented By:

# VPA

## Lot Promotions

Parking lot promotions at Wal-Mart store locations are coordinated by VPA Lot Promotions, a subsidiary of Value Partner Advisors (VPA) the exclusive supplier for Wal-Mart Stores Inc of Bentonville, AR 72712.

**NOTICE REGARDING THIS IMAGE:** This image provides a general guideline as to inventory placement for parking lot promotions held at the respective Wal-Mart location. Each parking space is approximately 9' x 20' in size and the number of spaces provided to the promotion is as noted on the "Lot Agreement" for the respective promotion. In setting up the promotion, the dealership must ensure that all components to the promotion (inventory, tent, etc.) is contained within the designated area as shown and must not disrupt or impede any fire lanes, egress points, drive lanes, traffic flow, and/or customer parking patterns. Should questions arise, please contact VPA Lot Promotions Dept at the following email address: [lotevents@vpapromotions.com](mailto:lotevents@vpapromotions.com) or fax # 1-888-494-9329 or your personal representative.

## LOCK-IN LOT EVENTS DATES For Vehicle Events Contracted on a WAL-MART Property

Should dealership event be scheduled further than 60 days from the date of requested event a non-refundable deposit of \$1000 is required by VPA Promotions along with the signed Lot Agreement. This deposit will lock-in your date for said event.

### CHANGE EVENT DATES

Should the scheduled date of the contract be changed by the dealer for any reason whatsoever after receiving the signed Lot Agreement a change fee of \$500 will be deducted from the deposit.

### EVENT CANCELLATION

Should the scheduled date of the contract be cancelled by the dealership for any reason whatsoever the deposit will be forfeited in full. Should the scheduled date of the contract be cancelled by VPA Promotions the deposit will be refunded in full.

I (we) the dealership have read and understand the aforementioned statement regarding changing an event date or cancelling an event date after the receipt of the signed Lot Agreement at VPA Promotions and I (we) wish to reserve an event date further than 60 days from today.

\_\_\_\_\_  
Signature of Authorized Dealer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Dealer Representative

\_\_\_\_\_  
Phone Number

This agreement made on February 2, 2015 between VPA Promotions, a subsidiary of Value Partner Advisors LLC, an Arkansas Limited Liability Company with its principal place of business at 5502 Walsh Lane, Suite # 130, Rogers, AR 72758, hereinafter referred to as "AGENCY", and "DEALER" doing business as:

Dealership/Licensee Name: Rimrock Kia

Event Contact: Renee Pieper Email: RPieper@gamarketing.com

Phone: 406-651-5500

Physical Address: 412 S 24<sup>th</sup> St. West

City/State/Zip: Billings, MT 59102

The AGENCY is in the business of facilitating Walmart Lot Agreements for invitational sales and promotional events, and DEALER desires to purchase such promotion services from the AGENCY and thereby have access to the Walmart Store parking lot area noted below (the "Licensed Space"). Accordingly, the AGENCY is willing to render services on the following terms hereinafter set forth:

Lot Fee Charge: \$10,450 (Includes \$2500 in Wal-Mart gift cards for marketing) Max Lot Spaces: 100

Event Dates: February 24 – March 1, 2015

Wal-Mart Store: # 4412 Address: 101 Bernhardt Rd. City/State: Laurel, MT 59044

City/County Permits and Certificate of Insurance:

DEALER is solely responsible for securing/obtaining all necessary permits and supplying AGENCY a copy of all permits and the Certificate of Insurance noted below at least 30 days prior to the event. Event will be cancelled if AGENCY does not receive these documents and DEALER will forfeit any payments already submitted. Certificate of Insurance must have Value Partner Advisors, LLC, VPA Promotions, and Walmart Stores, Inc. named as the additional insured as set forth below.

DEALER agrees payment, copies of permits and certificate of insurance is due to AGENCY 30 days from event date. Should DEALER cancel the scheduled event for any reason the monies will be forfeited. DEALER is responsible for all charges incurred by either party should DEALER cancel the event. AGENCY reserves the right to cancel this Agreement at anytime upon written notice to DEALER. If terminated without cause the lot fee will be refunded.

#### DEALER Acknowledges:

- All vehicles belonging to the DEALER placed on the event location above shall be at the sole risk of the DEALER, and in no situation shall the AGENCY or WARMART be liable for any damage, theft or misappropriation of any DEALER vehicles or other property of Dealer or its employees or agents.
- DEALER assumes sole responsibility for and agrees to hold harmless, indemnify and defend AGENCY and WARMART from any and all liability, costs, fees, and expenses, including expenses of defense, against any and all claims, actions, demands, causes of action, or assertion of a legal right for damages (collectively, "Claims") for damage, compensation, or injury to any person or property occurring as a result of or arising from this lot event. This indemnification and hold harmless section survives the termination of this agreement, regardless of the basis for such termination, until applicable laws fully and finally bar all Claims that might be brought against AGENCY or WARMART. DEALER'S duty to indemnify and hold harmless continues until a final judicial decision, from where there is no further right to appeal, determines AGENCY or WARMART are no longer entitled to be indemnified, defended and held harmless under this agreement. DEALER represents it carries Insurance with coverage of:
- Commercial General Liability Insurance including Contractual Liability, Personal and Advertising Injury Liability, Products Completed Operations Liability, Bodily Injury and Property Damage Liability with minimum limits of \$2,000,000.00 per occurrence and Medical Payments with a minimum limit of \$5,000. The Commercial General Liability policy shall not contain exclusion for contractual liability.
  - Business Vehicle Liability Insurance, including bodily injury and property damage for all vehicles (including owned, non-owned and hired vehicles), with a minimum limit of \$2,000,000.00 combined single limit per occurrence.
  - Worker's Compensation Insurance with statutory limits or, if no limits exist, with minimum limits of \$1,000,000.00 per occurrence.
  - Employer's Liability Insurance with minimum limits at \$1,000,000.00 for each occurrence of bodily injury by accident and for each employee for bodily injury by disease.
  - Property insurance coverage normally covered in a Fire and Extended Coverage Policy covering Dealer/Licensee's equipment, supplies, merchandise, and any other of Dealer/Licensee's property in the licensed space.
  - Value Partner Advisors, LLC, VPA Promotions, and Wal-Mart Stores, Inc., its subsidiaries, and its affiliates, and the officers, directors, shareholders, employees, agents and representatives, and its successors and assigns shall be named as an Additional Insured and a waiver of subrogation endorsement on all policies with the exception of Worker's Compensation and Employer's Liability, and a Certificate of Insurance evidencing same shall be presented to VPA promotions prior to any event.
  - DEALER shall promptly notify AGENCY in writing as to any damage to the Licensed Space or damage to the property of Dealer, its employees and agents.

Neither AGENCY nor WARMART shall be held liable for any sales tax that may apply to this sale or promotion. Furthermore, neither AGENCY nor WARMART shall be held liable for any use tax, miscellaneous tax or any other applicable taxes. It is agreed the DEALER is responsible for any and all taxes or fees assessed by a local, state, or federal regulatory body and shall indemnify and hold AGENCY and WARMART harmless concerning the same.

DEALER acknowledges this agreement shall become effective only when approved by AGENCY at AGENCY'S office in Rogers, Arkansas, and the final approval of Walmart Store Manager and Walmart Corporate Office. If approval is denied or cancelled, AGENCY is not responsible for DEALER'S outside advertising expense, regardless of the date of cancellation. Dealer will be given notification of approval in writing.

DEALER is solely responsible for any and all advertising related expenses incurred prior to receiving all above stated approvals. DEALER must have AGENCY approval on all advertising/marketing materials and agrees to adhere to all advertising guidelines set forth in the Acknowledgement of Marketing Guideline and Dealer Code of Conduct, whether attached or not.

DEALER shall fully comply at all times with all federal, state, and local laws, rules, orders, directives, and regulations (collectively, the "Regulations") pertaining to its operations within licensed space or its performance under this agreement including, but not limited to, all Regulations pertaining to hiring and employment practices.

BY: \_\_\_\_\_

DEALER AUTHORIZED SIGNATURE

DATE

AGENCY AUTHORIZED SIGNATURE

DATE