



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, OCTOBER 05, 2021
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

1. TIF District Training

Executive Review

2. Resolution - A Resolution Of The City Council Authorizing The Mayor And City Clerk To Execute An Underground Gas Pipeline Easement For Northwestern Corporation D/B/A Northwest Energy For The Purpose Of Constructing, Operating, And Maintaining An Underground Pipeline To Be Installed And Located Under The City's Riverside Park.
3. Resolution - A Resolution Approving Zone Changes For Property Owned By Northwestern Corporation D/B/A Northwestern Energy Located Near Lindy Lane Within The City Of Laurel's Zoning Jurisdiction.
4. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With "In Control, Inc." To Prepare A Pre-Engineering Survey For The City's Water Treatment Plant.
5. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With Groshelle Construction For Repairs To The City Water Plant Roof.
6. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With SR Landscaping, Inc. For Installation Of An Automatic Water Sprinkler System At The City Water Plant.
7. Resolution - Resolution Of Annexation And Zoning For Property Located At 810 West 7th Street, As An Addition To The City Of Laurel, Yellowstone County, Montana.
8. Ordinance No. O21-04: An Ordinance Amending Certain Chapters Of Title 8 Of The Laurel Municipal Code Relating To Health And Safety Matters, Including Nuisances For The City Of Laurel.

Council Issues

9. Parking Study Discussion

Other Items

Review of Draft Council Agendas

10. Draft City Council Agenda of October 12, 2021.

Attendance at Upcoming Council Meeting

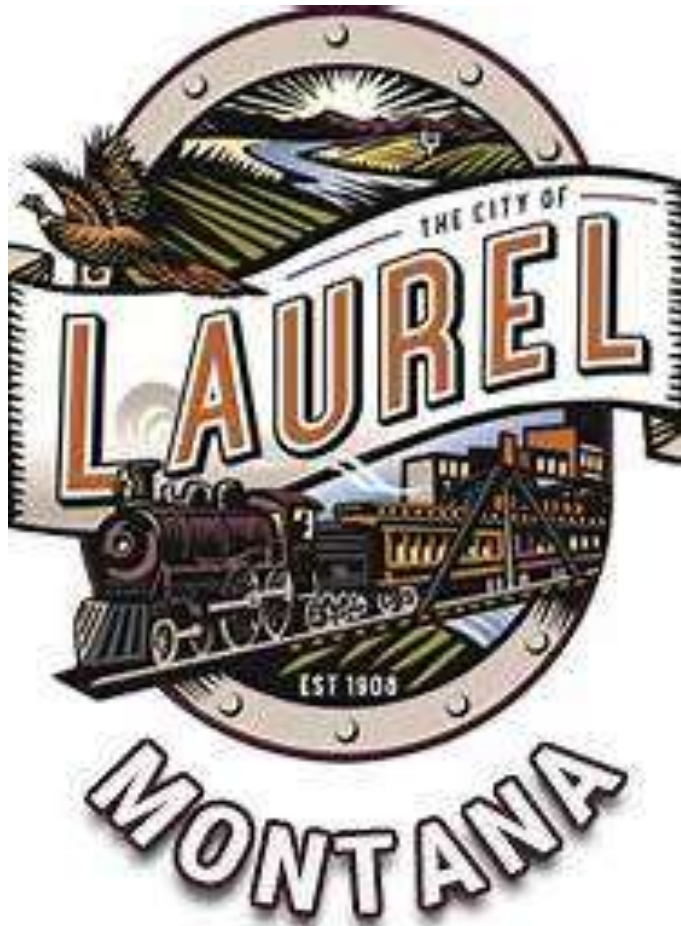
Announcements

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

DATES TO REMEMBER

File Attachments for Item:

1. TIF District Training



Urban Renewal and Tax Increment Financing

CDS of Montana

October 5, 2021

Workshop Overview

Purposes of Urban Renewal

Fundamentals of Tax Increment Financing

Laurel URD Summary

District Management

Eligible Projects and Activities

Urban Renewal Experiences Across the State
and Cautionary Tales

Questions and Discussion

Statutory Authority for Urban Renewal



“...the prevention and elimination of [blighted] areas is a matter of state policy and state concern in order that the state and its municipalities shall not continue to be endangered by areas which...consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.” (§7-15-4202 MCA)

Types of URDs



Urban Renewal (URD)

Available only within incorporated cities and towns in areas that exhibit at least three conditions of blight

Provides for investments in public improvements in support of commercial, industrial and residential revitalization



Targeted Economic Development (TEDD)

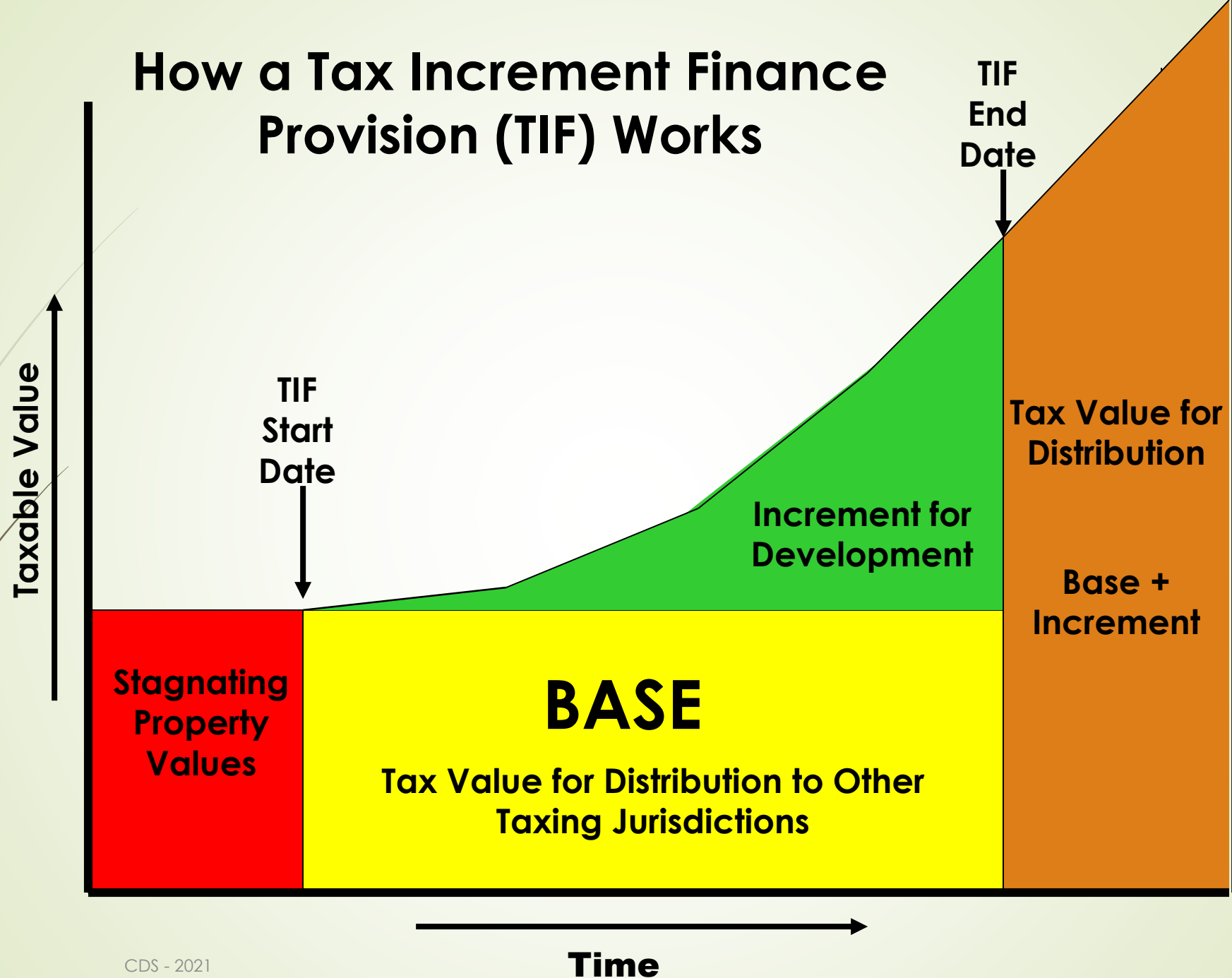
Available to cities, towns and counties in areas that exhibit public infrastructure deficiencies

Supports value-added economic development, usually industrial with limited commercial uses through investments in public infrastructure

Urban Renewal and Tax Increment Financing

- The plan for a URD may include a provision to use Tax Increment Financing (TIF).
- TIF is a state authorized, locally driven funding mechanism that allows cities and counties to direct property tax dollars that accrue from new investment within a URD or TEDD, to development activities *within* that district.
- TIF is not a special taxing district; it does not add any new taxes. Rather, it affects the way that incremental increases in property taxes are distributed once collected.
- Projects and programs that are funded by TIF dollars **must** serve a public purpose.

How a Tax Increment Finance Provision (TIF) Works





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The Calculation

- Assume: \$10,000,000 dollars of net New Appraised Value
- Assume: Class 4 commercial property valued at a tax rate of 1.89% (2021)
- Taxable Value = \$189,000
- Assume: 600 *net* mills (total mills minus the six-mill university levy and any voted mills after TIF effective date)
- Tax Increment = \$113,400



8 Potential Funding Strategies

- TIF dollars can be used to:
 - Directly fund public projects and programs
 - Retire debt
 - Leverage other funding sources, both public and private.
- Funds may be used to establish a revolving loan fund to provide financing.
 - Interest rates can be set based on project feasibility.
 - The revolving fund may continue in perpetuity, even after the TIF provision has “sunsetted”, but funds must be used in accordance with the adopted urban renewal plan.

Laurel URD Summary



Laurel Urban Renewal District created in 2007



City created an urban renewal agency in 2008



Created a Facade Improvement Grant program in 2010



Created Technical Assistance Grant program in 2010



Large Grant Requests Program in 2015



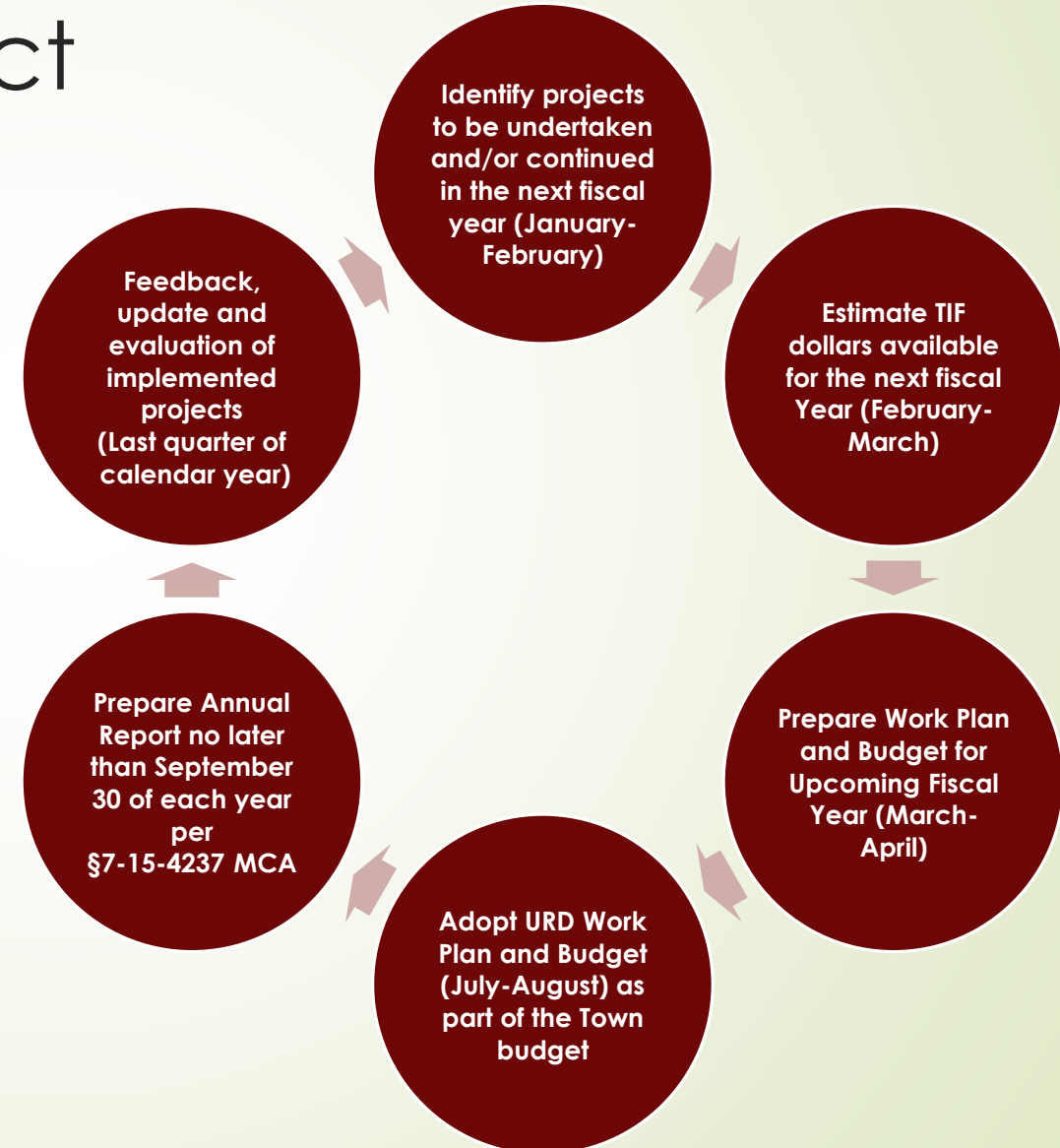
General Small Grant Program in 2019



Issued a 25-year TIF bond in 2020

Management of an Urban Renewal District

- Ongoing process of project identification, analysis and implementation
- Work plan and budget due when required by local government
- Annual report due by Sept. 30



Allowable Uses of TIF Funds

Stabilize and/or renovate publicly owned historic buildings

Construct and connect public infrastructure

Mitigate unsafe decay

Improve streetscapes and public green spaces

Improve accessibility to publicly owned infrastructure

Study, plan and promote



Project Evaluation Criteria

- Public purpose
- Urban Renewal Plan conformance
- Beneficiaries – community or district vs. business?
- Leverage – percent of total project cost
- Partnerships brought to the project
- Measurable objectives
- Property tax growth
- Opportunity cost
- Long term or short-term approach

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Urban Renewal Plan Conformance – Identified Conditions that Contribute to Blight

Flooding

Storm Drain
System
Inadequacies

Lack of Green
Space

Need for Street
Improvements

Need for
Intersection
Improvements

Lack of
streetlights,
sidewalks, curbs
and gutters

Urban Renewal Sample Projects

Capital improvements

- Water main replacement
- Sewage system expansion pro-rata share
- Repaving/rebuilding streets
- Broadband installations

Branding/Beautification

- Unified street fixtures/colors
- Intersection identification
- Signs and Wayfinding
- Utility box graphics/anti-graffiti





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Sample Projects

Economic development

- Public parking lot construction
- Revolving loan fund
- Historic Façade Improvements

Safety

- HAWK (High Intensity Activated Cross Walk) light
- Traffic Signals
- Fire hydrant connections
- ADA in publicly owned buildings

Neighborhoods

- Sidewalks
- Streetlights
- Connectivity
- Leveraging LMI grant applications

Decay

- Acquisition
- Removal
- Resale

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Sample
Projects

Cautionary Tales

Questionable
public benefit

“Build it and
they will come”

Lack of buy-in

Dependency
on centrally
assessed
taxpayers

Change in
taxable status

Single use
districts



18 Questions and Discussion

File Attachments for Item:

2. Resolution - A Resolution Of The City Council Authorizing The Mayor And City Clerk To Execute An Underground Gas Pipeline Easement For Northwestern Corporation D/B/A Northwest Energy For The Purpose Of Constructing, Operating, And Maintaining An Underground Pipeline To Be Installed And Located Under The City's Riverside Park.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN UNDERGROUND GAS PIPELINE EASEMENT FOR NORTHWESTERN CORPORATION D/B/A NORTHWEST ENERGY FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING AN UNDERGROUND PIPELINE TO BE INSTALLED AND LOCATED UNDER THE CITY'S RIVERSIDE PARK.

WHEREAS, an "Underground Gas Pipeline Easement" between the City of Laurel as Grantor and the Northwestern Corporation d/b/a Northwest Energy as Grantee has been negotiated and prepared by the parties; and

WHEREAS, a copy of the Easement and Map (Exhibit A) detailing the location of the pipeline to be installed is attached hereto and incorporated herein; and

WHEREAS, the issuance of the easement is in the best interests of the City and Northwest Energy.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts and approves the attached Underground Gas Pipeline Easement and Exhibit A and authorizes the Mayor and Clerk Treasurer to execute the same on the City's behalf.

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

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

APPROVED by the Mayor this ____ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

RETURN TO:
NORTHWESTERN ENERGY
Lands & Permitting Department
11 East Park Street
Butte, MT 59701-1711

UNDERGROUND GAS PIPELINE EASEMENT

CITY OF LAUREL, PO Box 10 Laurel, MT 59044-0010, ("**GRANTOR**"), in consideration of an annual payment of \$500.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION, a Delaware corporation, d/b/a NORTHWESTERN ENERGY, ("GRANTEE")**, of 11 East Park Street, Butte, Montana 59701-1711, its successors, assigns, and apportionees, a permanent easement forty feet (40') in width, upon which to construct, operate, maintain, replace, upgrade, and remove a natural gas transmission pipeline, together with all necessary appurtenances, over, under, along, and across that certain real property located in **Yellowstone County, Montana**, and particularly described as follows:

TOWNSHIP 2 SOUTH, RANGE 24 EAST, M.P.M.

SECTION 15: Tract 1 of Certificate of Survey 3387, as described on Document No. SP3491272, recorded 1/9/2009, with Clerk and Recorder of Yellowstone County, MT

as shown on Exhibit "A" attached hereto and made a part hereof.

NOTE: The permanent easement will be centered off the installed gas transmission line

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any permanent structures, except fences and walking paths; and the right to clear and remove all timber, brush or vegetation **ONLY** from any maintenance area of the easement that may, in Grantee's sole opinion, endanger the pipeline, or necessary appurtenances. Grantee will not clear cut the easement path at any time.

GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.

The annual payment shall be due by Grantee and paid to Grantor each year on the anniversary date of the final date of execution of this easement by Grantor.

DATED this _____ day of _____, 20__

GRANTOR: **City of Laurel**

By: _____ Its: _____

By: _____ Its: _____
(Acknowledgements appears on following page)

STATE OF _____)
)ss.
COUNTY OF _____)

This document was acknowledged before me on _____
_____, 20____, by _____, the _____
Of the City of Laurel, Montana

(NOTARY SEAL)

Notary Signature: _____
Notary Print Name: _____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____ 20____
Project: Gas Line Project
Sap No. _____
Acquired by: _____
Qrm# _____

STATE OF _____)
)ss.
COUNTY OF _____)

This document was acknowledged before me on _____
_____, 20____, by _____, the _____
Of the City of Laurel, Montana

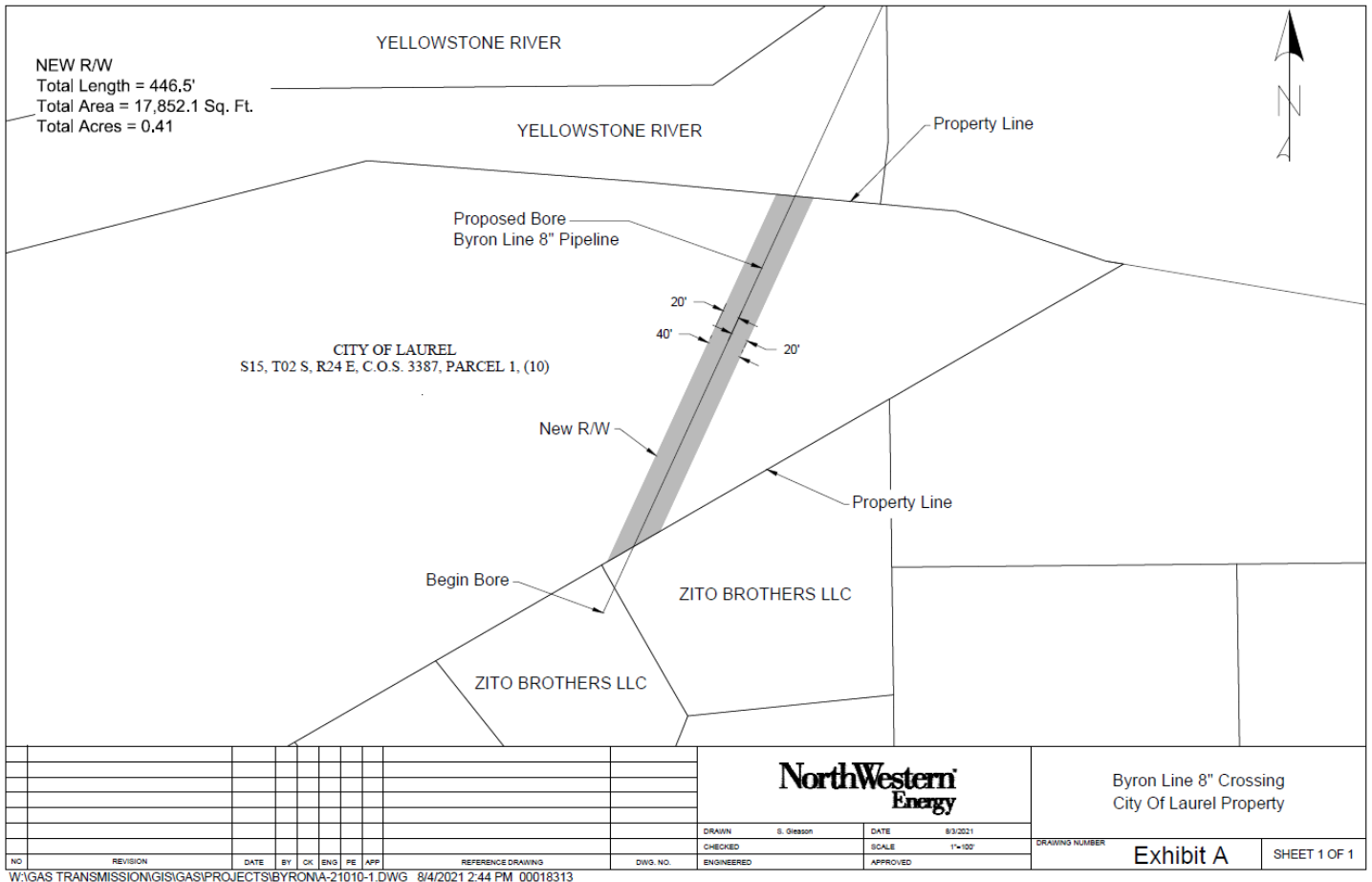
(NOTARY SEAL)

Notary Signature: _____
Notary Print Name: _____
Notary Public for the State of _____
Residing at _____
My Commission Expires _____ 20____

Project: Byron Gas Line Project
Sap No. _____
Acquired by: R.Ishkanian/C. Smith
Qrm# 26000500-0110

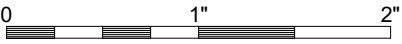
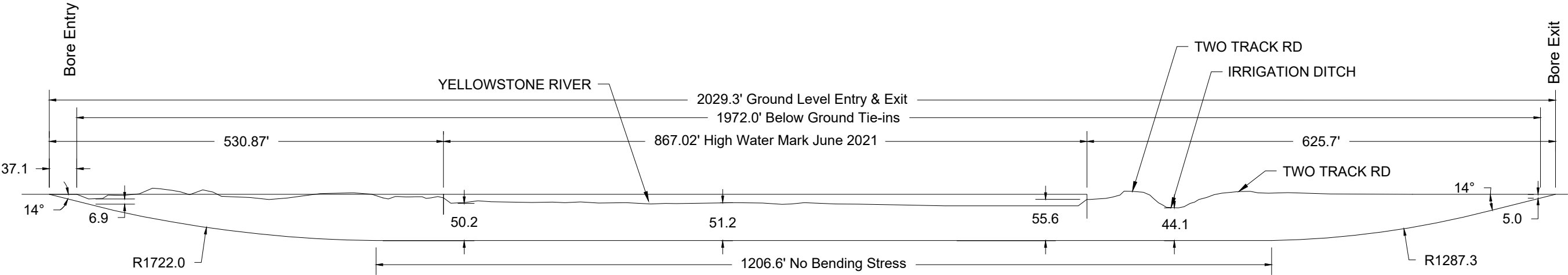
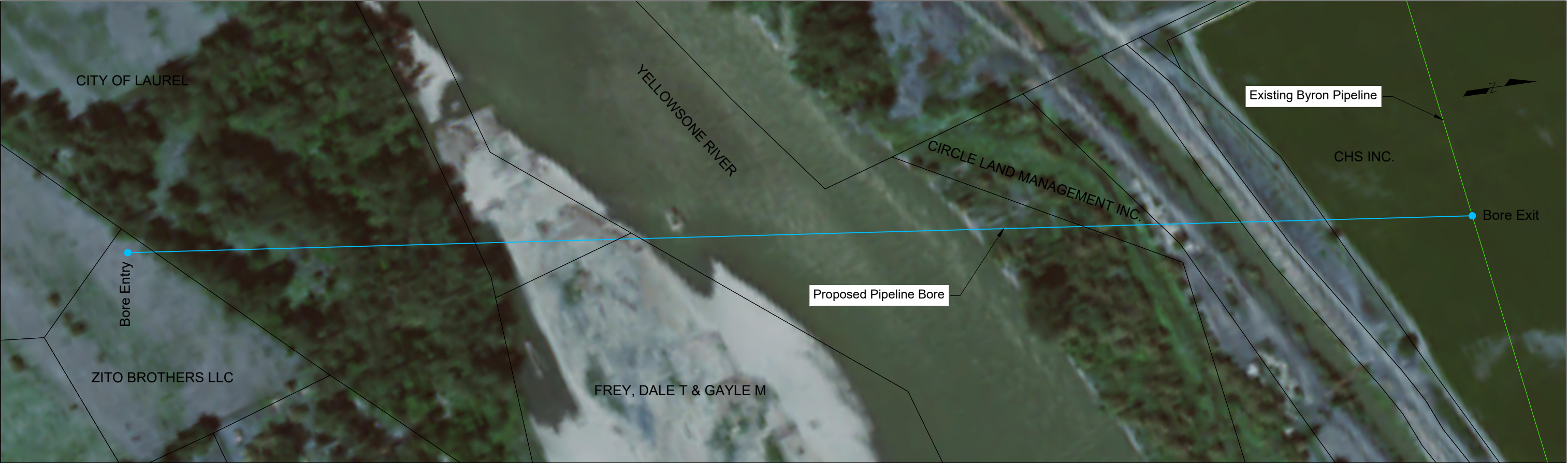
Exhibit "A"

The following is made a part of that certain Underground Gas Pipeline Easement dated _____ by
and between City of Laurel, Montana. "Grantor" and Northwestern Corporation, a Delaware corporation,
d/b/a NorthWestern Energy "Grantee"



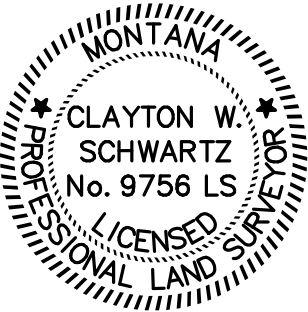
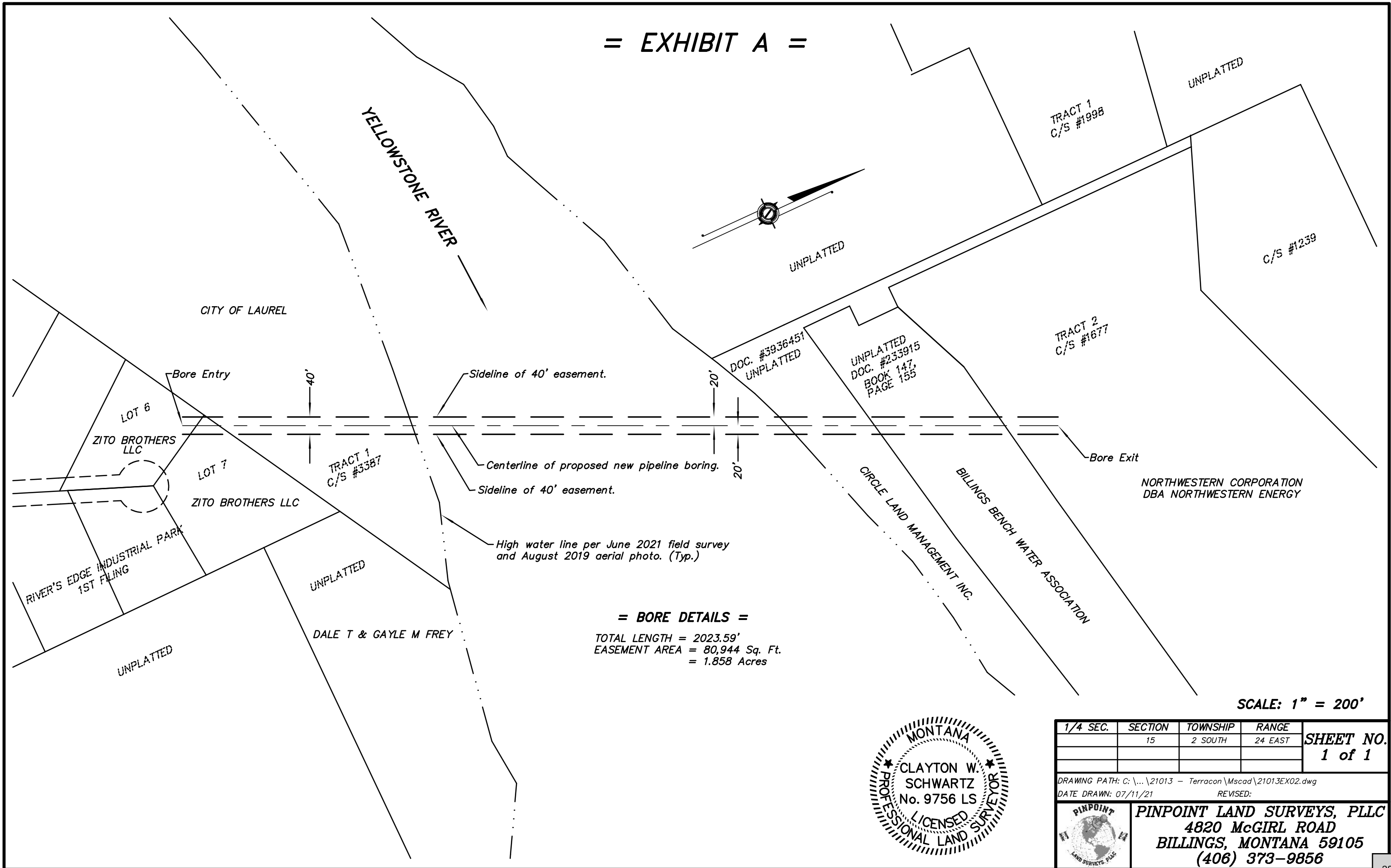
TOWNSHIP 2 SOUTH, RANGE 24 EAST, M.P.M.


SECTION 15: Tract 1 of Certificate of Survey 3387, as described on Document No. SP3491272, recorded 1/9/2009, with Clerk and Recorder of Yellowstone County, MT



										<div>NorthWestern[™] Energy</div>	BYRON L LINE YELLOWSTONE RIVER CROSSING BORE PLAN/PROFILE SEC.15 T2S R24E		
0	Design	3/24/2021	RE						A-20006-1	DRAWN RYAN EGAN	DATE MARCH 24, 2021	DRAWING NUMBER <div>A-21010-1</div> <div>SHEET 1 OF 1</div>	
NO	REVISION	DATE	BY	CK	ENG	PE	APP	REFERENCE DRAWING	DWG. NO.	CHECKED	SCALE 1 : 150		
										ENGINEERED	APPROVED		

= EXHIBIT A =



1/4 SEC.	SECTION	TOWNSHIP	RANGE	SHEET NO. 1 of 1
	15	2 SOUTH	24 EAST	
DRAWING PATH: C:\...\21013 - Terracon\Mscad\21013EX02.dwg				
DATE DRAWN: 07/11/21				
REVISED:				
<div><div>PINPOINT LAND SURVEYS, PLLC 4820 MCGIRL ROAD BILLINGS, MONTANA 59105 (406) 373-9856</div></div>				

File Attachments for Item:

3. Resolution - A Resolution Approving Zone Changes For Property Owned By Northwestern Corporation D/B/A Northwestern Energy Located Near Lindy Lane Within The City Of Laurel's Zoning Jurisdiction.

RESOLUTION NO. R21-__

A RESOLUTION APPROVING ZONE CHANGES FOR PROPERTY OWNED BY NORTHWESTERN CORPORATION D/B/A NORTHWESTERN ENERGY LOCATED NEAR LINDY LANE WITHIN THE CITY OF LAUREL’S ZONING JURISDICTION.

WHEREAS, zone changes has been requested in the current zoning designation by Northwest Corporation d/b/a NorthWestern Energy, the owner of the herein described property (“Property”) that is located within the City of Laurel’s zoning jurisdiction; and

WHEREAS, the Property consists of two parcels both currently having partial zoning designations of Heavy Industrial (“HI”) and Agricultural Open (“AP”) which the owner seeks to have changed to a designation of Heavy Industrial (“HI”) zoning for both parcels of the Property; and

WHEREAS, it is in the best interests of the residents of the City of Laurel to adopt this resolution thereby approving the proposed zone changes to provide for an expanded, uniform, and orderly growth and economic development within the City’s zoning jurisdiction; and

WHEREAS, a duly noticed public hearing was held by the City’s Zoning Commission on September 15, 2021. The Zoning Commission reviewed and considered the application pursuant to the criteria contained in the LMC. At the conclusion of the hearing, the Zoning Commission decided to recommend the approval of the requested zone changes to the City Council subject to the conditions contained in the Staff Report which is hereby attached hereto and incorporated herein as part of this resolution; and

WHEREAS, the City Council held a duly noticed public hearing on October 12, 2021. The City Council gathered testimony and public comment during the hearing from both proponents and opponents. Based on the evidence presented at the Public Hearings, the recommendation of the Zoning Commission, and documents submitted by Staff, the City Council has determined the requested zone changes are in the City’s best interest as detailed in the Zoning Commission and City Council Records which are incorporated herein as part of this resolution; and

WHEREAS, the City Council hereby adopts the findings contained in the Zoning Commission Record as well as all items in the Council Record.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the zone changes requested by the owner are hereby approved for the Property described as follows:

Parcel 1, COS 1239, S15, T02S, R24E
Parcel 2, COS 1677, S15, T02S, R24E

BE IT FURTHER RESOLVED, the Property zoning designations are hereby changed to Heavy Industrial ("HI") for both Parcels described above subject to the following conditions:

1. The above Parcels shall be fully included in the City's Zoning Jurisdiction.
2. The above Parcels shall be classified as Heavy Industrial ("HI") to be fully within the Heavy Industrial zoning district.
3. The above Parcels shall have no uses deemed not allowable within the Heavy Industrial ("HI") District.
4. Any future changes to zoning for the Parcels shall follow the same process and procedure required to obtain the zone changes approved herein.

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

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

APPROVED by the Mayor this ____th day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
RE: Zone Change Request – Northwestern Energy
DATE: September 29, 2021

DESCRIPTION OF REQUEST

A Zone Change application has been submitted by Sanderson-Stewart on behalf of their client, Northwestern Energy Corporation on August 16, 2021 for their two properties described as:

- Parcel 2, COS 1677, S15, T02S, R24E
- Parcel 1, COS 1239, S15, T02S, R24E

Parcel 1, COS 1239 currently has two zoning designations, half the parcel is Heavy Industrial (HI), and half is Agricultural Open (AO). Parcel 2, COS 1677 currently has two zoning designations, approximately a quarter of the parcel is zoned Heavy Industrial (HI), a quarter of the parcel is zoned Agricultural Open (AO), and half of the parcel lacks a zoning classification.

The Applicant seeks to amend the official Laurel Zoning Map to expand the zoning jurisdiction to include the entirety of the parcels and provide Heavy Industrial (HI) zoning to the entirety of the two parcels. Approval of this Zone Change request would amend the Laurel Zoning district to fully encompass the parcels in question, as well as apply Heavy Industrial (HI) zoning to the entirety of Parcel 2, COS 1677 and Parcel 1, COS 1239.

Owner: Northwestern Corporation
Legal Description: S15, T02 S, R24 E, C.O.S. 1677, PARCEL 2
Legal Description: S15, T2S, R24E, C.O.S. 1239, PARCEL 1 (CENTRALLY ASSESSED)
Address: Lindy lane (Approximate)
Parcel Size: 44.179 Acres (total)
Existing Land Use: Power Generation (Parcel 1), Agricultural (Parcel 2)
Existing Zoning: Heavy Industrial (HI), Agricultural Open (AO), unzoned
Proposed Land Use: Heavy Industrial (HI)

BACKGROUND AND PROCEDURAL HISTORY

- February 23, 2021 – Contractors for Northwestern Energy begin conversations with the Planning Department regarding amending the zoning of parcels.
- March 23, 2021 – City Staff provide data and details on the quality of water within the City water system as well as other utility data.
- May 17, 2021 – Sanderson Stewart staff contact City Planning Dept inquiring on the process for re-zoning the parcels in question.
- May 18, 2021 – City Staff provide all information on the Zone Change process to Sanderson Stewart and explain the process.
- August 16, 2021 – Zone Change Application packet submitted to the City Planning Department.
- September 15, 2021 – Public Hearing took place at the Laurel City-County Planning Board for review as per the criteria in the Laurel Municipal Code. The Planning Board voted to approve the Zone Change request with the conditions stated within this staff report.
- October 12, 2021 – Public Hearing scheduled in front of the Laurel City-Council.
- Subsequent governing Body Action to follow as necessary.

STAFF FINDINGS

1. August 16, 2021 - The Applicant submitted a physical and digital copy of the Zone Change application
2. The Application contains all necessary items to move forward in review process.
3. The applicant is requesting a zone change for the above identified parcels to Heavy Industrial (HI).
4. The applicant has stated their goal of installing a power generation station that will generate 175-megawatts from natural gas in order to reinforce current power system capacity.
5. The parcels in question are already partially zoned as Heavy Industrial (HI).
6. The surrounding area to the immediate west is zoned Heavy Industrial (HI) and is used for those purposes by CHS Inc. as a petroleum refinery and by the City of Laurel as a Sewer Treatment Facility.
7. The current use of Parcel 1 as a public utility service installation is allowable within the Heavy Industrial (HI) zoning classification.
8. The proposed use of Parcel 2 as a public utility service installation is allowable within the Heavy Industrial (HI) zoning classification.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

17.72.060 - Zoning commission action.

- A. The zoning commission shall review and take action upon each application in accordance with the provisions of this chapter, and after a public hearing at which the application shall

be presented to the zoning commission by the planning director together with his findings and conclusions on the matter. A report of the commission's recommendation and the planning director's findings and conclusions shall be submitted to the city council.

- B. The zoning commission shall make a recommendation to the city council to:
 - 1. Deny the application for amendment to the official map;
 - 2. Grant action on the application for a period not to exceed thirty days;
 - 3. Delay action on the application for a period not to exceed thirty days;
 - 4. Give reasons for the recommendation.
- C. The zoning commission shall adopt such rules and regulations for the conduct of public hearings and meetings, which shall be published and available to the public, as well as conflict of interest rules, to ensure that no member is entitled to vote on a matter in which he has an interest directly or indirectly.

RECOMMENDATIONS

The Planning Director recommends that the Planning Board and Zoning Commission approve the zone change request and grant action on the application not to exceed thirty days for:

- Parcel 2, COS 1677, S15, T02S, R24E
- Parcel 1, COS 1239, S15, T02S, R24E

The Zone Change approval specifically notes that:

- 1. The parcels in question shall be fully included within the Laurel Zoning Jurisdiction.
- 2. The parcels in question shall have their zoning classification changed to fully be within the Heavy Industrial (HI) zoning district.
- 3. The parcels in question shall have no use on them which are not deemed allowable within the Heavy Industrial (HI) zoning district.
- 4. Any future change of zoning for said parcels shall follow the same process as this approval.

ATTACHMENTS

- 1. Zone Change Request Letter and Justification
- 2. Zone Change Application Form
- 3. Aerial Parcel Maps for effected properties
- 4. Aerial Parcel Map with concept drawing of proposed use
- 5. Site Concept Plan for proposed use
- 6. Declaration of Covenants and Conditions
- 7. LMC 17.20 – Commercial-Industrial Use Regulations
- 8. LMC 17.72 – Amendments

July 23, 2021

Mr. Nick Altonaga, CFM
Planning Director
City of Laurel
PO Box 10
Laurel, MT 59044

**Reference: Zone Map Amendment Application
NorthWestern Energy Laurel Generating Station**

Dear Mr. Altonaga:

On behalf of NorthWestern Energy Corporation, please accept our application for a Zone Change Request for the following two properties:

- Parcel 2, COS 1677, S15, T02S, R24E
- Parcel 1, COS 1239, S15, T2S, R24E

The properties are currently zoned Heavy Industrial (HI) and Agricultural Open Space (A1). The requested zoning is **Heavy Industrial (HI)** for both properties. Please note that the Laurel Zoning Jurisdiction splits Parcel 2, and with this application we are requesting that the City of Laurel adjust the jurisdiction line so that it encompasses all of Parcel 2.

NorthWestern Energy has identified a need for a new energy generation station. Planned retirements of electric assets in the Pacific Northwest region exceed 3,600 MW and the Northwest Power and Conservation Council forecasts regional capacity shortfalls as early as 2021. NorthWestern's continued reliance on the market to purchase energy to fill the gap during peak customer demand will significantly increase price and reliability risk for NorthWestern's customers because of the reduced energy supply availability.

In order to close the gap between our electricity generation and our customers' demands, the Laurel Generating Station will be developed to generate 175-megawatt from natural gas.

Mr. Nick Altonaga
July 23, 2021
Page 2

The location offers access to adequate, uncongested electric transmission and adequate natural gas supply. This land use will be consistent with the adjacent heavy industrial uses represented by the CHS Refinery and Laurel Water Treatment.

In support of this application, the following documents are included:

1. Application Form
2. Area Exhibit
3. Existing Zoning Exhibit
4. Proposed Zoning Exhibit
5. Site Plan of Generating Station
6. Adjacent Property Owner List and Mailing Labels
7. Property Covenants
8. Application Fee

Should you require any additional information, please do not hesitate to contact me. I can be reached at (406) 922-4313 or lwaterton@sandersonstewart.com.

Sincerely,



Lauren Waterton, AICP
Associate/Senior Planner

Enc.

cc: Roy Ishkanian, NorthWestern Energy

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): A-1 (Agricultural Open Space)

Proposed Zoning District: H-1 (Heavy Industrial)

Legal Description of the Property: S15, T02 S, R24 E, C.O.S. 1677, PARCEL 2

S15, T2S, R24E, C.O.S. 1239, PARCEL 1

Address or General Location: Lindy Lane

Owner(s)/Applicant(s):

Name: NorthWestern Energy Corporation

Address: Attn: Roy Ishkanian, PO Box 80330, Billings, MT 59108

Phone: 406-655-6415

Email: roy.ishkanian@northwestern.com

Name: _____

Address: _____

Phone: _____

Email: _____

Agent(s)/Representative(s):

Name: Sanderson Stewart, Attn: Lauren Waterton

Address: 1300 N. Transtech Way, Billings, MT 59102

Phone: 406-922-4313

Email: lwaterton@sandersonstewart.com

Purpose/Reason for Zone change:

In order to meet the needs of customer's energy needs, NorthWestern Energy

will construct an energy generating station using natural gas supply.

The land use is consistent with adjacent heavy industrial uses (CHS Refinery, Laurel Water Treatment Plant)

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: _____



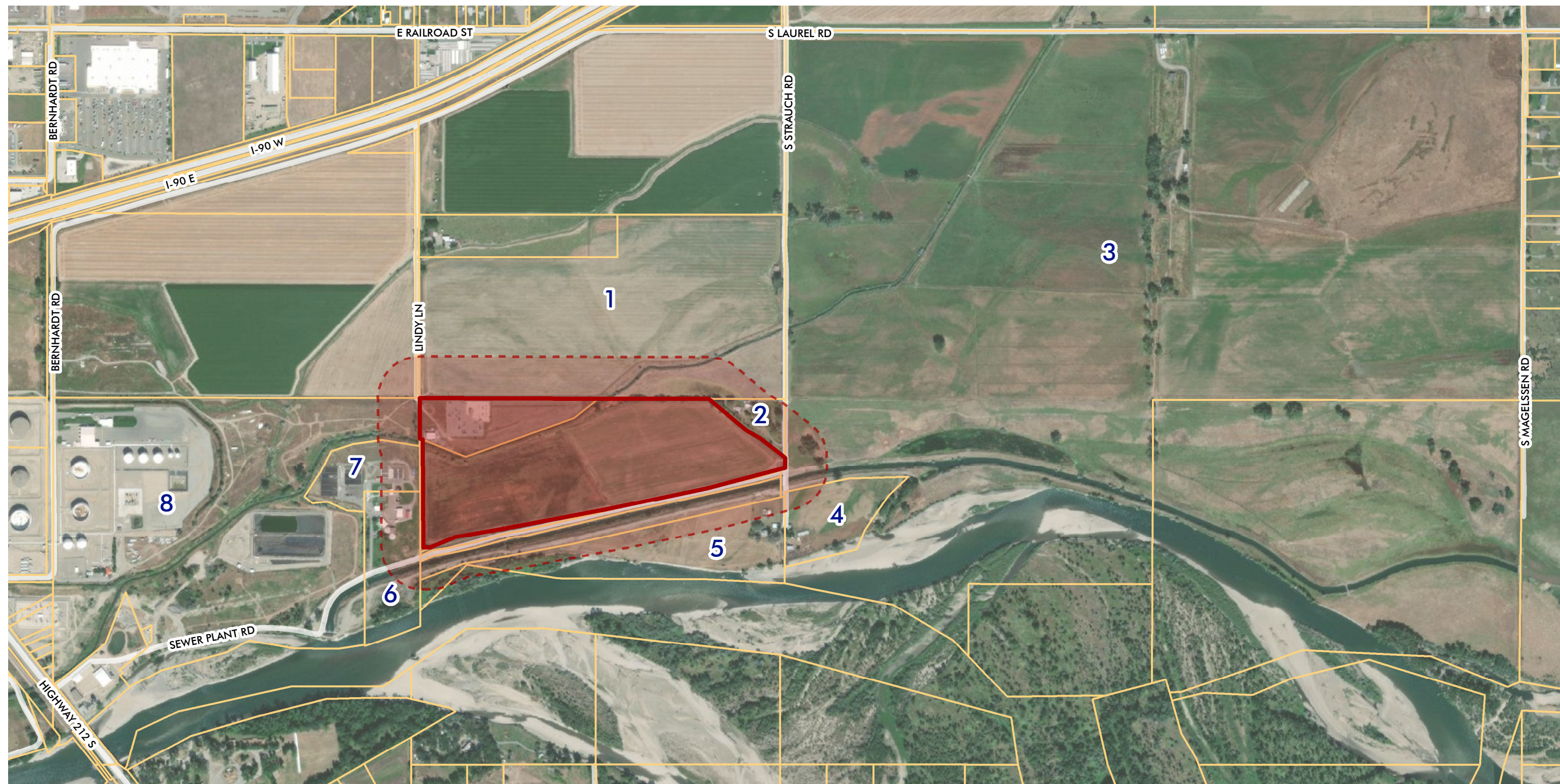
Date: _____

7/26/21

ROY M. ISHIKAWA

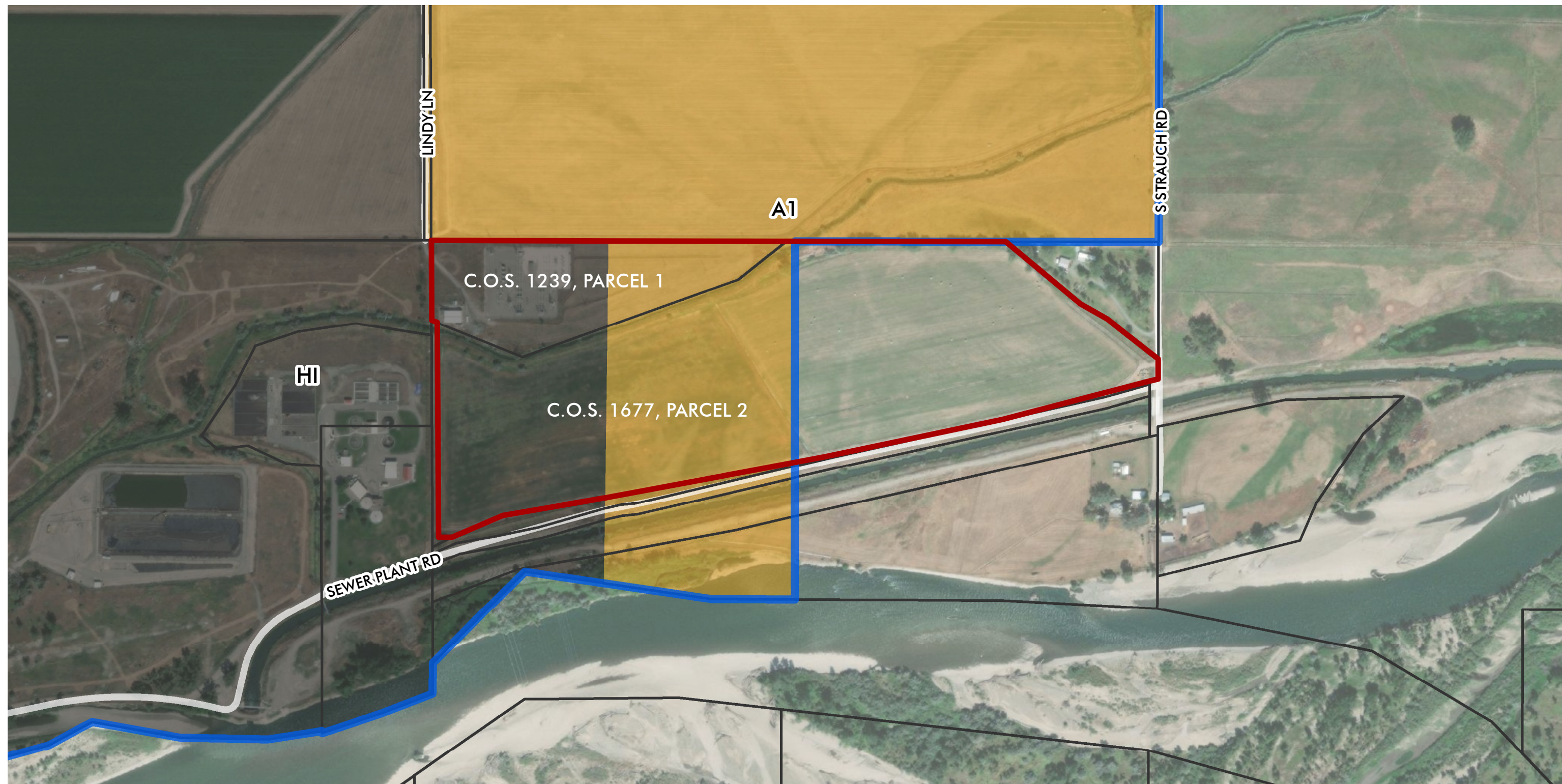
Agent and/or Representative Signature: _____

Date: _____



- Zone Change Parcels
- 300 ft Buffer
- Parcels





Zoning Districts

- A1 (Ag Open Space)
- HI (Heavy Industrial)



Zone Change Parcels



Zoning Jurisdiction Boundary

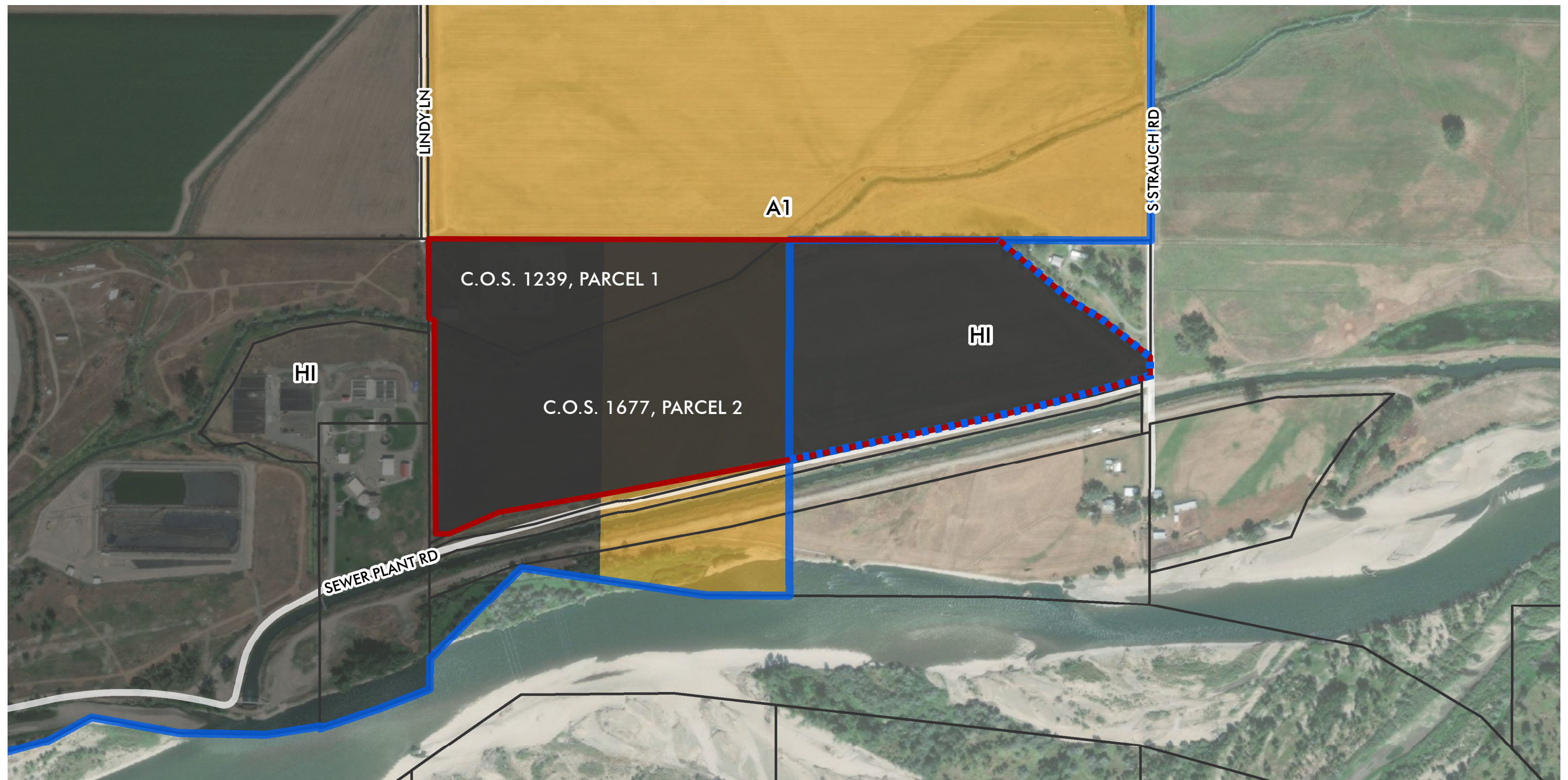


Parcels



July 21st, 2021

Northwestern Energy Current Zoning



Current Zoning Districts

- A1 (Ag Open Space)
- HI (Heavy Industrial)

Zone Change Parcels

- Proposed Zoning Jurisdiction
- Proposed Zoning (HI)

Current Zoning Jurisdiction Boundary

- Parcels



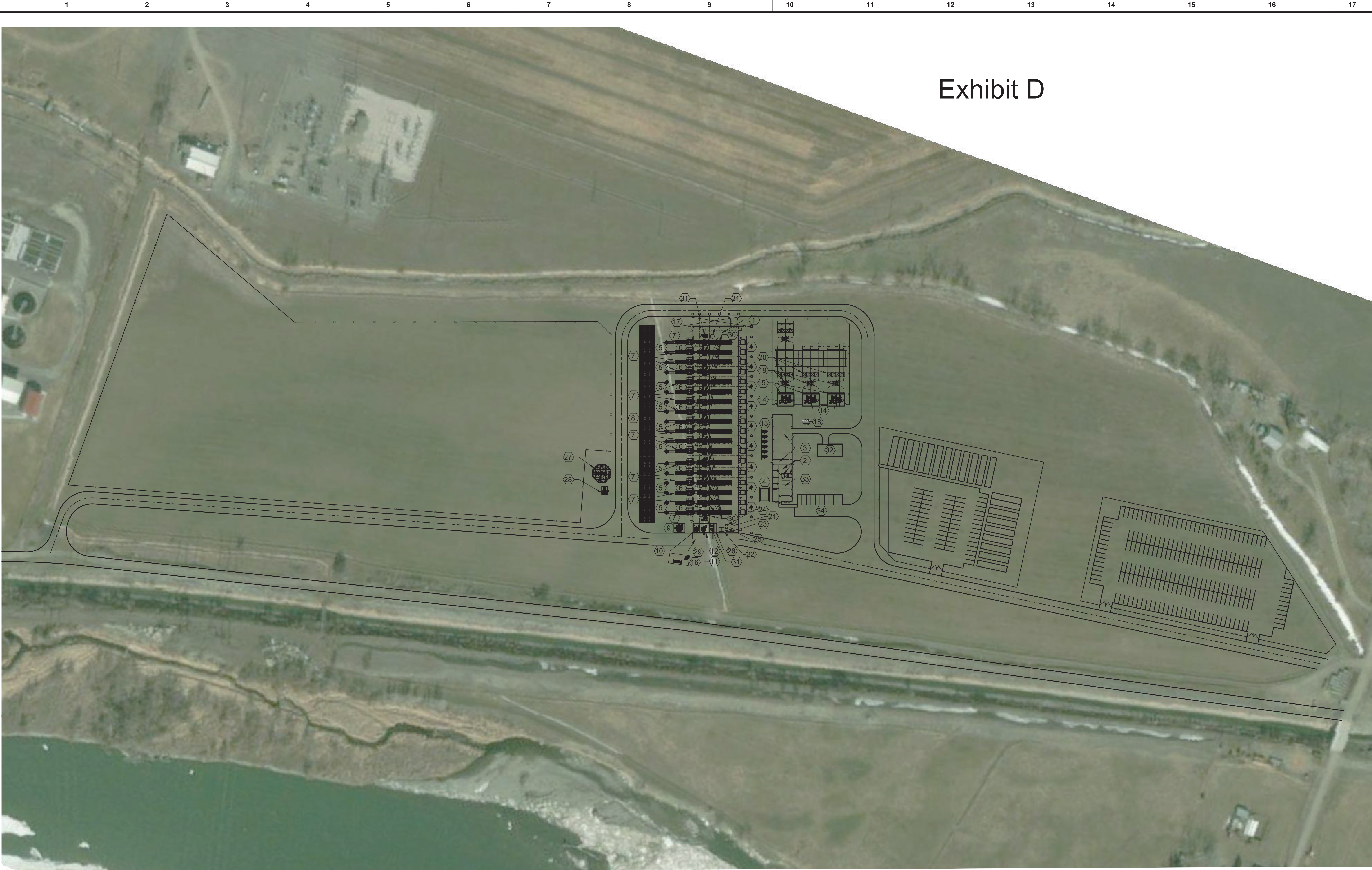
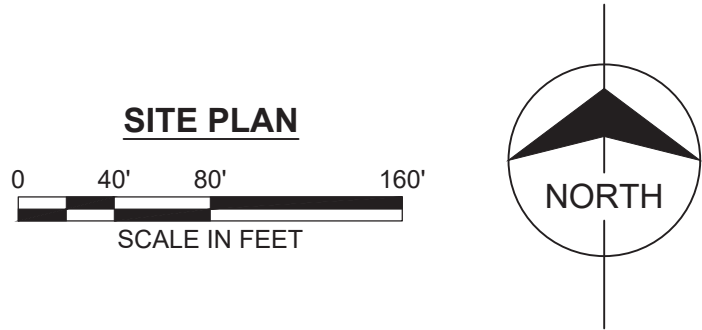


Exhibit D

SITE KEY	
1	ENGINE HALL
2	CONTROL RM, TOILET RM AND JANITORS CLOSET
3	ELECTRICAL & BATTERY ROOM
4	HVAC UNITS
5	SILENCERS - STACKS
6	SELECTIVE CATALYTIC REDUCER
7	CHARGE AIR FILTERS
8	RADIATORS
9	AMMONIA TANK W/ CONTAINMENT
10	NEW LUBE OIL TANK
11	USED LUBE OIL TANK
12	TANK CONTAINMENT
13	STATION TRANSFORMER
14	GSU TRANSFORMER
15	DEADEND STRUCUTRE
16	FUEL GAS COALESCER & DEWPOINT HEATER
17	HEAVY HAUL ROAD
18	AUX GENERATOR
19	CIRCUIT BREAKER
20	DISCONNECT SWITCH
21	STARTING AIR RECEIVER
22	STARTING AIR COMPRESSOR
23	INSTRUMENT AIR RECEIVER
24	INSTRUMENT AIR COMPRESSOR
25	INSTRUMENT AIR DRYER
26	CHEMICAL TOTE STORAGE AREA
27	FIRE WATER TANK
28	FIRE PUMPHOUSE
29	UNLOADING STATION
30	FUEL GAS PRESSURE REGULATOR
31	MAINTENANCE WATER TANK
32	WAREHOUSE
33	ADMINISTRATION AREA
34	10 PARKING SPACES



PRELIMINARY - NOT FOR CONSTRUCTION

										<div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div>9400 WARD PARKWAY KANSAS CITY, MO 64114 816-605-7822</div></div></div> <div><div>designed</div><div>detailed</div></div> <div>W. LESNIAK</div>	<div><div><div></div><div></div></div><div><div></div><div></div></div></div> <div><div>NorthWestern</div><div>Energy</div><div>Delivering a Bright Future</div></div>
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ANACONDA, MONTANA



Return recorded document to:

CHS Inc.

P.O. Box 909

Laurel, MT 59044

ST1098221

DECLARATION OF COVENANTS AND CONDITIONS

This **DECLARATION OF COVENANTS AND CONDITIONS** (this "Declaration") is made effective as of the 11th day of May, 2021, by **CHS INC.**, a Minnesota cooperative corporation, whose post office address is P.O. Box 64089, Saint Paul, Minnesota 55164-0089 (hereinafter "CHS"); and **NORTHWESTERN CORPORATION**, a Delaware corporation, d/b/a **NORTHWESTERN ENERGY** with an address of 11 East Park Street, Butte, MT 59701-1711 (hereinafter "NorthWestern").

WITNESSETH

WHEREAS, CHS is the owner of those certain tracts or parcels of land situated in Yellowstone County, Montana, identified collectively as the "Benefitted Parcels" on the attached Exhibit A, and as legally described on the attached Exhibit B; and

WHEREAS, NorthWestern is the owner of that certain tract or parcel of land situated in Yellowstone County, Montana, identified as the "Burdened Parcel" (and together with the Benefitted Parcels, the "Parcels") on the attached Exhibit A, and as legally described on the attached Exhibit C.

NOW, THEREFORE, in consideration of the agreements, easements, covenants, conditions and restrictions contained in this Declaration, CHS and NorthWestern do hereby establish and declare that the Parcels shall be owned, held, and conveyed, subject to the agreements, easements, covenants, conditions and restrictions set forth in this Declaration. Upon recordation of this Declaration, any conveyance, transfer, sale, hypothecation, assignment, lease or sublease made by NorthWestern or CHS, or by any owner of any portion of the Parcels shall be and is deemed to incorporate by reference the provisions of this Declaration, as the same may from time to time be amended, and each owner, by acceptance of the conveyance of any portion of the Parcels, and each occupant by its use and occupancy of any portion of the Parcels shall be bound by the provisions of this Declaration.

1. Plant Construction and Operation.

(a) The Burdened Parcel may be used for the construction and operation of a nominal 175 MW gas-fired, electric-generating plant (the "Plant") consisting of eighteen, 9.7 MW class Caterpillar G20CM34 natural gas reciprocating internal combustion engines (RICE)

and associated balance of Plant equipment in full compliance with all applicable laws and regulations.

(b) Prior to making any submission to the Montana Department of Environmental Quality (the "MDEQ") pursuant to Title 17, Chapter 8, Subchapters 7, 8 or 12 of the Administrative Rules of Montana relating to the construction, operation or maintenance of the Plant (including any revision, modification or supplement thereto, each, an "MDEQ Submission"), NorthWestern shall provide to CHS a copy of the MDEQ Submission and CHS shall determine whether the operation of the Plant pursuant to the provisions in the MDEQ Submission will adversely affect the Benefitted Parcels or CHS's activities conducted or to be conducted upon the Benefitted Parcels. CHS shall have 10 business days following the receipt of the MDEQ Submission to either provide written consent or objection thereto. If CHS objects, the parties shall work collectively to discuss changes to the MDEQ Submission that would address CHS's objection and result in CHS's consent. NorthWestern shall not submit the MDEQ Submission to the MDEQ without the prior written consent of CHS, which consent shall not be unreasonably withheld or delayed. If CHS shall fail to respond to NorthWestern within such 10-business day period, then CHS shall be deemed to have consented to the MDEQ Submission.

(c) Any development or construction on the Burdened Parcel that deviates from the layout of the Plant set forth on Exhibit D shall require the prior written consent of CHS.

(d) Following the construction and commissioning of the Plant and in accord with the Montana Air Quality Permit issued to construct the Plant, NorthWestern shall submit an application to MDEQ for a Title V Operating Permit in accordance with the terms and procedures set forth in Section 1(b), and NorthWestern shall operate the Plant in compliance with any Title V Operating Permit issued by MDEQ.

(e) Following the construction and commissioning of the Plant, the Plant shall be supplied with natural gas through the repurposed Byron Pipeline. Any proposed change to the natural gas supply to the Plant from any source other than the repurposed Byron Pipeline shall require the prior written approval of CHS.

2. Public Grant. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

3. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed to the applicable party by certified or registered mail, postage prepaid, or nationally recognized overnight courier, and shall be considered given upon receipt, addressed as follows:

CHS Inc.
5500 Cenex Drive
Inner Grove Heights, MN 55077
Attn: General Counsel;

CHS Inc. Laurel Refinery
P.O. Box 909
Laurel, MT 59044
Attn: VP Refining; and EH&S Manager

NorthWestern Corporation
d/b/a NorthWestern Energy
11 East Park Street
Butte, MT 59701-1711
Attn: General Counsel; and
Vice-President Supply

Addresses may be changed by giving notice of such change to the other party in the manner provided herein. Unless and until such written notice is received, the last address given shall be deemed to continue in effect for all purposes.

4. Successors, Duration. The agreements and restrictions contained herein and the rights granted hereby shall run with the title to the respective Parcels and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Unless otherwise canceled or terminated, this Declaration and all of the easements, rights and obligations hereof shall be perpetual unless prohibited by applicable law, in which case this Declaration shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years.

5. Amendment. This Declaration may only be amended, modified or supplemented by a writing signed by each party hereto; provided that CHS may unilaterally amend Exhibits A and B hereto solely to remove any tract or parcel of land from the Benefitted Parcels hereunder, and shall thereafter deliver to NorthWestern such amended Exhibits A and B, which amended Exhibits A and B may be unilaterally recorded by CHS. NorthWestern shall, if requested by CHS, execute and deliver an instrument in recordable form effecting an amendment to Exhibits A and B solely to remove any tract or parcel of land from the Benefitted Parcels.

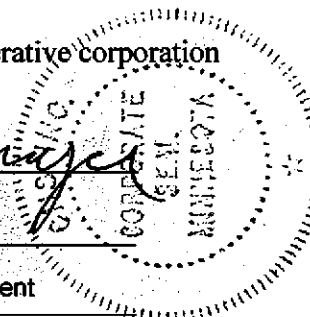
6. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

7. Counterparts. This Declaration may be executed in one or more counterparts, including by facsimile or other electronic means, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, CHS has executed this Declaration this 6th day of May, 2021.

CHS INC.,
a Minnesota cooperative corporation

By: John TraegerName: John TraegerTitle: Senior Vice President

ATTEST:

Helene Dreyling
Name: Helene Dreyling
Title: Assistant Secretary

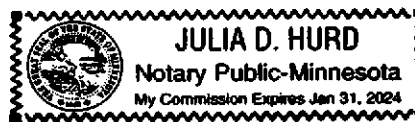
ACKNOWLEDGEMENTS

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

This instrument was acknowledged before me this 6th day of May, 2021, by John Traeger, as Senior Vice President of CHS Inc., a Minnesota cooperative corporation, for and on behalf of said Minnesota cooperative corporation.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: Julia D. Hurd
Notary Public



My Commission Expires: 1/31/2024

Signature page to Declaration of Covenants and Conditions

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

This instrument was acknowledged before me this 6th day of May, 2021, by Helene Dreyling, as Assistant Secretary of CHS Inc., a Minnesota cooperative corporation, for and on behalf of said Minnesota cooperative corporation.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: 
Notary Public



My Commission Expires: 1/31/2024

7th IN WITNESS WHEREOF, NorthWestern has executed this Declaration this
day of May, 2021.

NORTHWESTERN CORPORATION,
a Delaware corporation
d/b/a NorthWestern Energy

By: 

Name: Brian B. Bird

Title: President & CEO

ACKNOWLEDGEMENT

STATE OF

South Dakota

)

) SS

COUNTY OF

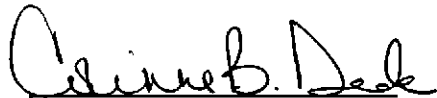
Minnehaha

)

This instrument was acknowledged before me this 7th day of May, 2021, by Brian B. Bird, as President & CEO of NorthWestern Corporation, a Delaware corporation, d/b/a NorthWestern Energy, for and on behalf of said Delaware corporation.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By:



Notary Public

My Commission Expires: March 16, 2027

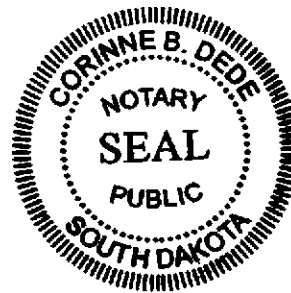
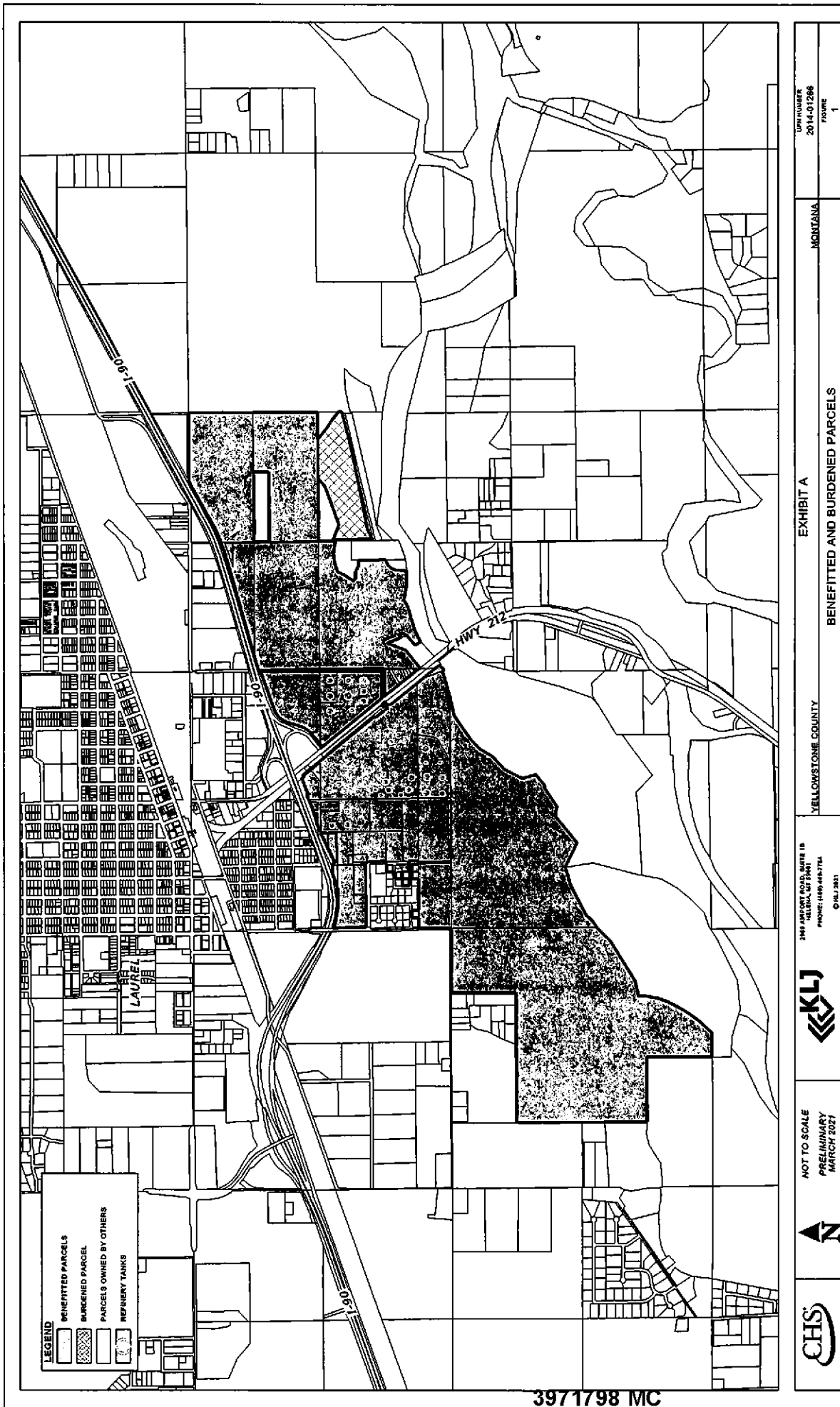


EXHIBIT A

Site Plan Showing the Parcels

See attached.

EXHIBIT A



3971798 MC

EXHIBIT B

Legal description of the Benefitted Parcels

See attached.

3971798 MC
05/11/2021 09:34 AM Page 10 of 15
eRecorded For Yellowstone County, MT

53

EXHIBIT C

Legal description of the Burdened Parcel

See attached.

Exhibit C

That part of the Southeast quarter of Section 15, Township 2 South, Range 24 East, of the Principal Montana Meridian, described as Tract 2, of Certificate of Survey No. 1677 on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 1056543.

16398463_v3

EXHIBIT D

Plant Layout

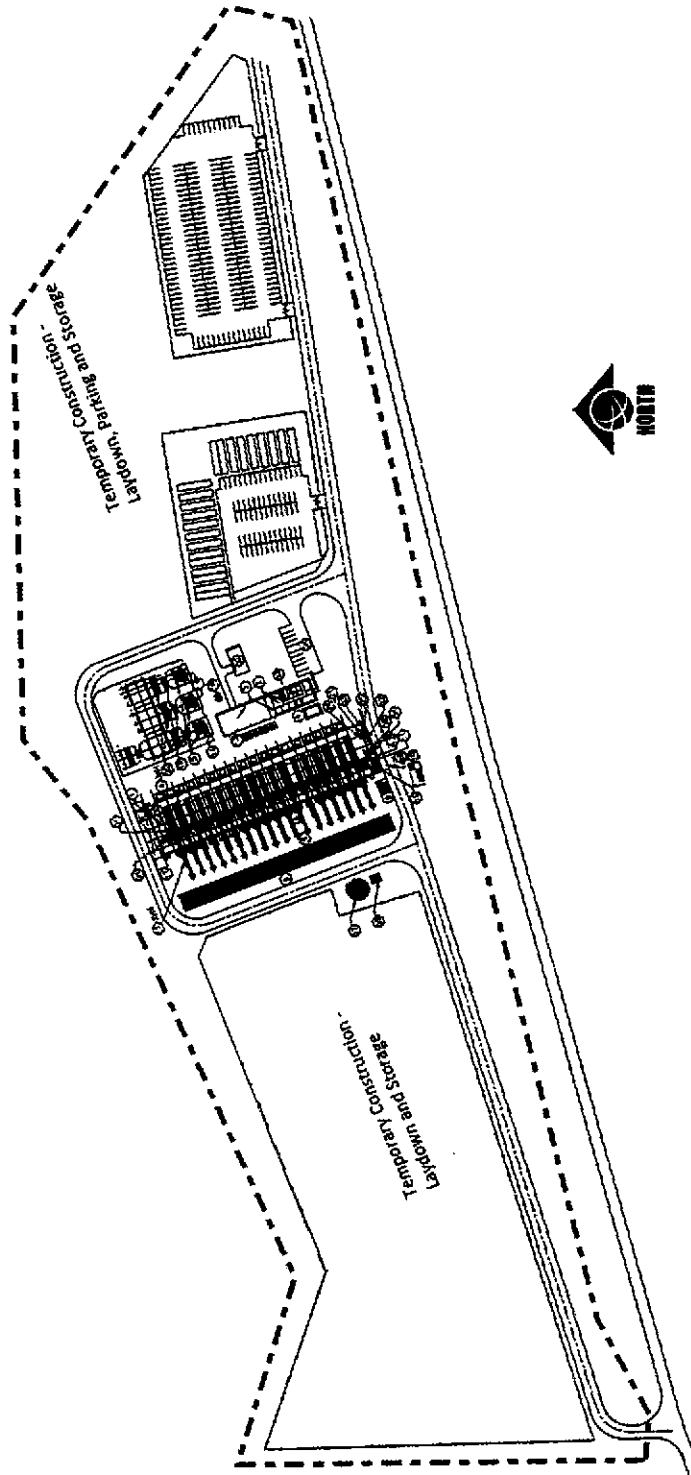
See attached.

16384356_v8

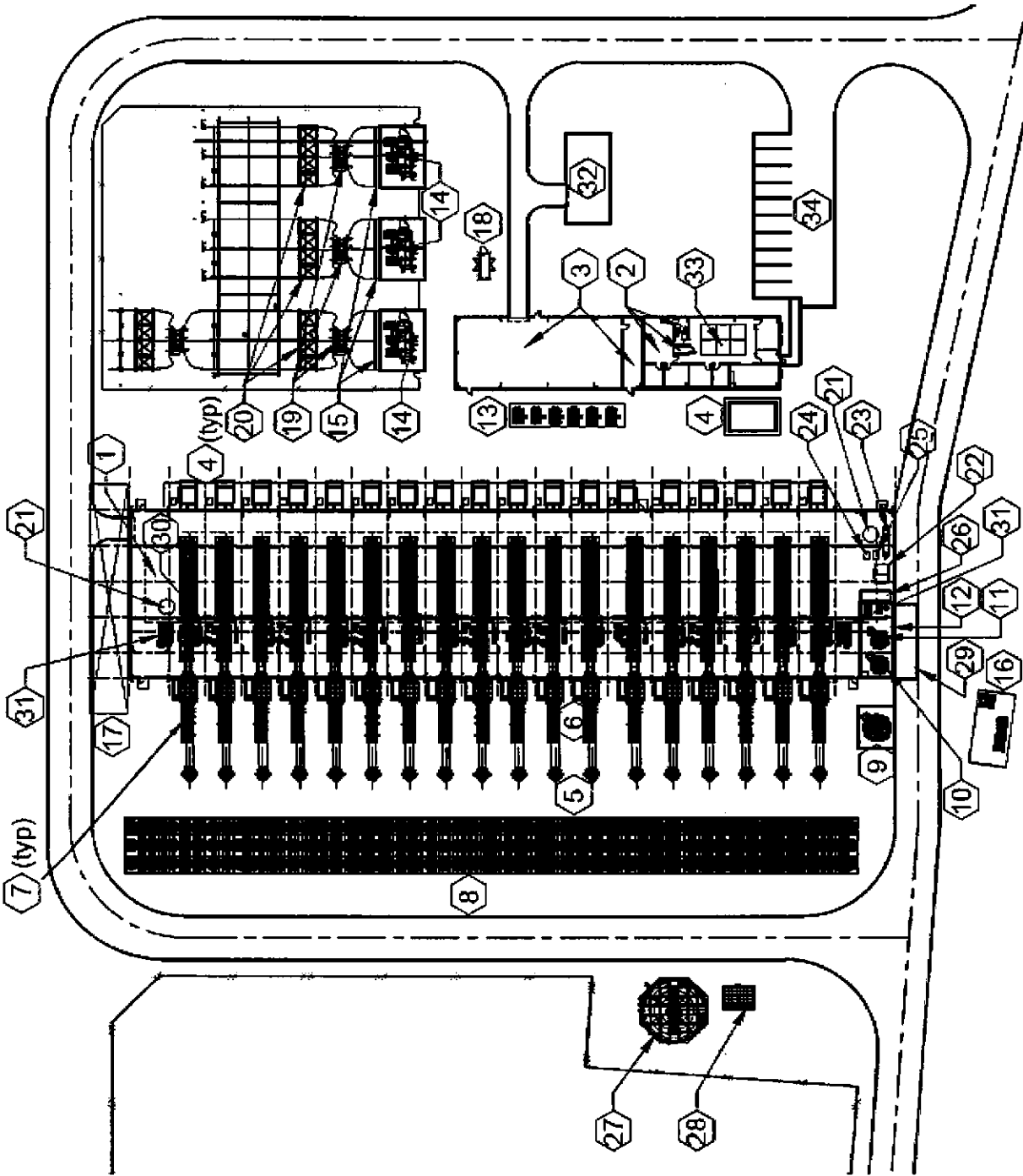
Exhibit D – Page 1 of 2

Note: Plant layout and property boundary are shown in approximate locations. Plant layout will be added to the property survey at a later date and an updated drawing will be provided.

— · — · — Approximate Property Boundary



SITE KEY	
1	ENGINE HALL
2	CONTROL RM, TOILET RM AND JANITORS CLOSET
3	ELECTRICAL & BATTERY ROOM
4	HVAC UNITS
5	SILENCERS - STACKS
6	SELECTIVE CATALYTIC REDUCER
7	CHARGE AIR FILTERS
8	RADIATORS
9	AMMONIA TANK W/ CONTAINMENT
10	NEW LUBE OIL TANK
11	USED LUBE OIL TANK
12	TANK CONTAINMENT
13	STATION TRANSFORMER
14	GSU TRANSFORMER
15	DEADEND STRUCTURE
16	FUEL GAS COALESCE & DRYPOINT HEATER
17	HEAVY HAUL ROAD
18	AUX GENERATOR
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20	DISCONNECT SWITCH
21	STARTING AIR RECEIVER
22	STARTING AIR COMPRESSOR
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28	FIRE PUMPHOUSE
29	UNLOADING STATION
30	FUEL GAS PRESSURE REGULATOR
31	MAINTENANCE WATER TANK
32	WAREHOUSE
33	ADMINISTRATION AREA
34	10 PARKING SPACES



17.20.010 - List of uses.



Table 17.20.010 designates the special review (SR) and allowed (A) uses as governed by commercial — industrial use regulations.

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Accessory buildings or uses incidental and customary to a permitted residential use and located on the same parcel as the permitted residential use	A	A	A	A	A	A	A	A	A
Airports	A								A
Alcoholic beverages manufacturing and bottling (except below):							A	A	
1,500 to 5,000 31-gallon barrels per year				SR	SR	SR	A	A	
Less than 1,500 gallon barrels per year				A	A	A	A	A	
Ambulance service			A	A	A	A	A	A	
Antique store				A	A	A	A		
Appliance - (household) sales and service			A	A	A	A	A		
Assembly halls and stadium					SR	SR	SR		SR
Assembly of machines and appliances from previously prepared parts					SR	SR	SR		SR
Auction house, excluding livestock				SR	SR	A	A	A	
Auction, livestock	SR								
Automobile sales (new and used)				A	A	A	A		
Automobile - commercial parking enterprise				A	A	A	A	A	
Automobile and truck repair garage				A	A	A	A	A	
Automobile service station			A	A	A	A	A	A	
Automobile wrecking yard								SR	
Bakery products manufacturing					SR	A	A	A	
Bakery shops and confectioneries			A	A	A	A	A		
Banks, savings and loan, commercial credit unions			A	A	A	A	A		
Barber and beauty shops			A	A	A	A	A		
Bed and breakfast inns	A		A		A	A			
Bicycle sales and repair			A	A	A	A	A		
Blueprinting and photostating			A	A	A	A	A		
Boarding and lodging houses	A		A		A	A			
Boat building and repair						A	A	A	
Boat sales new and used					A	A	A	A	
Boiler works (manufacturing servicing)								A	
Boiler works (repair and servicing)							A	A	
Book and stationery store			A	A	A	A	A		
Bottling works							A	A	
Bowling alleys				A	A	A	A		
Brick, tile or terra cotta manufacture								A	
Bus passenger terminal buildings local and cross country				A	A	A	A		
Bus repair and storage terminals						A	A	A	
Camera supply stores			A	A	A	A	A		
Camps, public					SR	A			A
Car washing and waxing					A	A	A		
Car wash - coin operated			A	A	A	A	A		
Cement, lime and plastic manufacture								A	
Ceramics shop		SR	A	A	A	A	A		
Chemical and allied products manufacture								A	
Child care facilities	A		A		A	A			
Churches and other places of worship including parish houses and Sunday school building	A	SR	A	A	A	A	A	A	
Clinic, animal	A		A	A	A	A	A		
Clinics, medical and dental		SR	A	A	A	A	A		
Clothing and apparel stores			A	A	A	A	A		
Coal or coke yard								A	
Cold storage					A	A	A		
Colleges or universities			A	A	A	A			A
Commercial recreation areas			SR	A	A				A

17.20.010 - List of uses.



Table 17.20.010 designates the special review (SR) and allowed (A) uses as governed by commercial — industrial use regulations.

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Commercial food products, storage and packaging						SR	A	A	
Communication towers (commercial)	A	A	A	A	A	A	A	A	SR
Concrete mixing plants and manufacturing of concrete products							A	A	
Construction contractors:									
Office			A	A	A	A	A	A	
Open storage of construction materials or equipment						SR	A	A	
Community residential facilities:									
Adult foster family care home	A		A		A	A			
Community group home	A		A		A	A			
Halfway house	A		A		A	A			
Youth foster home	A		A		A	A			
Youth group home	A		A		A	A			
Nursing, homes, convalescent homes, orphanages, and charitable institutions	A		A		A	A			
Crematorium						SR	A	A	SR
Creameries, dairy products manufacturing							A	A	
Creosote manufacturing or treatment plants								A	
Department stores				A	A	A	A		
Drug stores			A	A	A	A	A		
Dry kiln								A	
Dwellings: single-family Manufactured home	A	A	A	A	A				
Class A, Class B, Class C									
two family			A	A	A				
multiple family			A	A	A				
row housing			SR	SR	SR				
Eating and drinking establishments:									
Cocktail lounge, restaurants, bars and taverns				SR	SR	SR	SR		
Restaurants (without the sale of alcoholic beverages)				A	A	A	A		
Drive-in restaurants					SR	SR	SR		
Extractive industries - excavations of sand and gravel		SR					SR		
Farm implements, sales and service						A	A	A	
Fat rendering or production of fats and oils								SR	
Feedlots – livestock	A							SR	
Feed and seed processing and cleaning for retail purposes									
Feed and seed - farm and garden retail sales					A	A	A		
Fertilizer manufacturing								SR	
Fertilizer wholesale sales						SR	SR	A	
Fertilizer - retail sales					A	A	A		
Florist, wholesale sales	SR				A	A	A		
Florist, retail sales			A	A	A	A	A		
Flour mills							SR	SR	
Food products manufacturing, storage and processing						SR	SR	A	
Food stores (retail only)				A	A	A	A		
Food stores (retail only) - 3000 sq. ft.			A	A	A	A	A		
Foundry								A	
Frozen food lockers					A	A	A		
Fuel oil, gasoline and petroleum products bulk storage or sale						A	A	A	
Furnace repair and cleaning					A	A	A	A	
Furniture and home furnishings, retail sales			A	A	A	A	A		
Furriers, retail sales and storage			A	A	A	A	A		
Gambling establishments				A	A	A	A		
Garbage, offal and animal reduction or processing							SR		
Garbage and waste incineration								SR	
Gas storage								SR	

17.20.010 - List of uses.



Table 17.20.010 designates the special review (SR) and allowed (A) uses as governed by commercial — industrial use regulations.

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Gases or liquified petroleum gases in approved portable metal containers for storage or sale						A	A	A	
Grain elevators	A					SR	SR	A	
Greenhouses	A				A	A	A	A	
Hardware, appliance and electrical supplies, retail sales				A	A	A	A		
Hatcheries	A						SR	SR	
Heliports				SR		SR	SR	SR	SR
Hobby and toy stores			A	A	A	A	A		
Hospitals (for the care of human patients)			A	A	A	A		A	
Hospital, animal		A		SR	SR	A	A	A	
Hotels				A	A	A			
Industrial chemical manufacture except highly corrosive, flammable or toxic materials								SR	
Irrigation equipment sales and service					A	A	A	A	
Jails and penal institutes									A
Janitor service				A	A	A	A		
Jewelry and watch sales			A	A	A	A	A		
Kennels – commercial	A				SR	A	A		
Laboratories for research and testing						SR	A	A	
Landfills - reclamation or sanitary									A
Laundries, steam and dry-cleaning plants							A	A	
Laundries, steam pressing, dry-cleaning and dyeing establishments in conjunction with a retail service counter under 2500 sq. ft. in size			A	A	A	A	A		
Laundries, pick up stations			A	A	A	A	A		
Laundries, self-service coin operated			A	A	A	A	A		
Libraries, museums, and art galleries			A	A	A	A	A		A
Lock and gunsmiths			A	A	A	A	A		
Lodges, clubs, fraternal and social organizations provided that any such club establishment shall not be conducted primarily for gain				A	A	A			
Lumber yards, building materials, storage and sales						A	A	A	
Machine shops						SR	A	A	
Manufacturing - light manufacturing not otherwise mentioned in which no excessive fumes, odors, smoke, noise or dust is created						SR	A	A	
Heavy manufacturing not otherwise mentioned or blending or mixing plants						SR	SR		
Meat processing - excluding slaughter plants						SR	A		
Meat processing, packing and slaughter								SR	
Medical marijuana cultivation facility or cultivation facility							A	A	
Medical marijuana dispensary or dispensary							A		
Metal fabrication						SR	SR	A	
Motorcycle sales and repair				A	A	A	A		
Mortuary			A	A	A	A	A		
Motels and motor courts				A	A	A			
Music stores			A	A	A	A	A		
Office building, professional government and private office buildings in which no activity is carried on catering to retail trade and no stock of goods is maintained for sale	SR	SR	A	A	A	A	A	A	SR
Office equipment, supplies and service			A	A	A	A	A		
Optician and optical supplies and sales			A	A	A	A	A		
Oxygen manufacturing and/or storage								A	
Paint and body shops				A	A	A	A	A	
Paint and retail sales			A	A	A	A	A		
Parking, public		SR	A	A	A	A	A	A	A

17.20.010 - List of uses.



Table 17.20.010 designates the special review (SR) and allowed (A) uses as governed by commercial — industrial use regulations.

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Parks, playgrounds, playfields and golf courses, community center buildings - operated by public agency, neighborhood or homeowner's association	A	SR							A
Pawn shops				A	A	A	A		
Pet shops			A	A	A	A	A		
Photographic studios		SR	A	A	A	A	A		
Planing or saw mills								A	
Post-secondary school	A	A	A	A	A	A			A
Prefabricated building materials assembly and manufactures						SR	A	A	
Preschool	A	SR	SR	SR					
Printing, publishing, reproduction and lithography				A	A	A	A	A	
Processing of previously slaughtered meats, including cutting, wrapping, and freezing by freezer and locker provisioners					A	A	A	A	
Public utilities service installations	SR	SR	SR	A	A	A	A	A	SR
Public utilities storage yard						A	A	A	SR
Radio and TV broadcasting stations				A	A	A	A	A	
Radio and TV tower						A	A	A	SR
Railroad yard							A	A	
Real estate office			A	A	A	A	A		
Rental service store and yard					A	A	A		
Repair and servicing of industrial equipment and machinery						A	A	A	
School, commercial			A	A	A	A			A
Scrap yards - storage and processing								A	
Secondhand stores and/or antique store				A	A	A	A		
Sheet metal shops and processing							A	A	
Shoe repair				A	A	A	A	A	
Sign manufacturing, painting and maintenance						A	A	A	
Sign									
Billboards	SR					SR	SR	SR	
On premises	A	SR	A	A	A	A	A	A	
Off premises	SR			SR	SR	SR	SR	SR	
Slaughterhouse	SR							SR	
Sporting goods sales				A	A	A	A		
Storage, compartmentalized storage for commercial rent							SR	SR	
Storage and warehouse and yards							SR	A	
Stone cutting, monuments manufacturing and sales							SR	A	
Sugar and sugar beet refining								SR	
Swimming pools or beaches, public									A
Taxi stands				A	A	A	A		
Theaters, cinema, opera houses				A	A	A			
Drive-in theaters						SR			
Tire recapping and retreading						A	A	A	
Trailer and recreational vehicle sales area					A	A	A		
Travel trailer park (transient)						SR			
Truck terminals, repair shops, hauling and storage yards						A	A	A	
Water and sewage treatment plant	A								A
Wholesale and jobbing establishments						SR	A	A	
Woodworking shops, millwork						SR	A	A	
Zoo, arboretum	SR								A

(Ord. No. O09-01, 3-17-09; Ord. No. O09-07, 7-7-09; Ord. No. O11-01, 2-15-2011; Ord. No. O-14-03, 8-5-2014)

17.20.020 - Zoning classified in districts.

Zoning for commercial — industrial use is classified in and subject to the requirements of Table 17.20.020.
(Prior code § 17.32.020)



Zoning Requirements	A	RP*	NC*	CBD*	CC*	HC	LI	HI	P
Lot area requirements in square feet, except as noted, 20 acres	20 acres	NA	NA	NA	NA	NA	NA	NA	NA
Minimum yard requirements:									
Front ^(a)	NA	20	20	NA	20	20	20	20	20
Side ^(b)		0	0		0	0	0	0	0
Side adjacent to street		10	10		10	10	10	10	10
Rear ^(b)		0	0		0	0	0	0	0
Maximum height for all buildings ^(c)	NA	25	25	NA	25	45	70	NA	NA
Maximum lot coverage in percent	NA	50	50	NA	50	75	75	75	50
Minimum district size (expressed in acres)	20 acres	2.07	2.07	2.07	2.07	2.07	2.07	2.07	NA
(NA means not applicable)									
*The lot area, yard and lot coverage requirements for 1 and 2 single family dwellings in commercial zoning districts shall be the same as those in the RLMF residential zoning district.									
(a) Arterial setbacks									
(b) Side and rear yards									
(c) Except as provided in the airport zone									

(Ord. No. O-14-03,8-5-2014)

Chapter 17.72 - AMENDMENTS

Sections:

17.72.010 - Purpose of provisions.

Whenever the public necessity, convenience, general welfare, or good zoning practice requires, the city council may amend, supplement, or change the regulations in this title, or the zoning boundaries or classification of property on the zoning map, as set forth in this chapter.

(Prior code § 17.84.010)

17.72.020 - Amendment procedure.

Amendments to the text of the title and/or changes in the zoning boundaries or classification of properties shown on the zoning map may be initiated by the city council on their own motion, or upon recommendation of the planning board but no amendment shall become effective unless it shall have been submitted to the zoning commission for review and recommendation. Before enacting an amendment to this title, the city council shall give public notice and hold a public hearing thereon.

(Ord. 96-5 (part), 1996; prior code § 17.84.020 (part))

17.72.025 - Amendment by private property owner.

Amendments to the zoning boundaries or classification of property shown on the zoning map may be initiated by property owners of the land proposed to be rezoned, by the filing with the zoning commission secretary of a zoning change application, which application shall be provided by the zoning commission secretary, and accompanied by all other materials and data required in the application.

(Ord. 01-4 (part), 2001; Ord 96-5 (part), 1996; prior code § 17.84.020 (part))

17.72.030 - Preapplication conference required.

Persons or parties interested in submitting an application for a zoning change shall consult with the planning director and the building inspector, at a joint meeting, if possible, concerning a proposed zoning change, its relation to and effect upon the comprehensive plan, any applicable specific plans or any plans being prepared by the planning department, and whether the proposed change is in conformance with public necessity, convenience, general welfare and good zoning practice.

(Prior code § 17.84.030)

17.72.040 - Application requirements.

- A. Unless initiated by the city council or planning board, all applications for official map amendments must be submitted by the owner of such property, the contract purchaser, or the authorized agent of the owner. An application for an amendment affecting the same property shall not be submitted more often than once every twelve months. The zoning change application shall contain the following information:
1. Name of applicant;
 2. Mailing address;
 3. Telephone number;

4. Accurate legal description of location;
 5. Nature of zoning change requested;
 6. Description of present land uses;
 7. Description of adjacent land uses;
 8. Statement of intended land use;
 9. Statement concerning any expected effect upon the adjacent neighborhood;
 10. Date of preapplication conference;
 11. Names and addresses of adjacent property owners, within three hundred feet;
 12. Signature of applicant;
 13. Payment of all applicable fees.
- B. An application for amendment to the official map shall be made on or before five p.m. of the first day of the month preceding the date of the public hearing before the zoning commission. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following day before five p.m.
- C. An application for a zone change may not be withdrawn or amended after the legal advertising, as required by this section, has appeared for final public hearing before the city council. An applicant may be allowed to withdraw at the time of the zoning commission hearing by a majority vote of the members present without requiring council approval of the withdrawal and without prejudice with respect to the twelve month waiting period providing, however, that no application be allowed to be withdrawn more than once within the twelve month period after application shall have first been submitted.

(Prior code § 17.84.040)

17.72.050 - Planning department evaluation responsibility.

The planning director, upon receiving an application for rezoning of an area or a particular place of property shall do the following:

- A. Consult with other departments of the city or county to fully evaluate the impact of any zoning change upon public facilities and services including, but not limited to schools, drainage, traffic and related facilities;
- B. Study each application with reference to its appropriateness and effect on existing and proposed land use, and references to the comprehensive plan;
- C. In the case of a protest petition filed in the matter of any application for rezoning determine the validity of such petition;
- D. Advertise twice in a newspaper of general circulation in the jurisdictional area of the Laurel-Yellowstone city-county planning board at least fifteen days in advance of the time and place of the public hearing;
- E. Notify, by mail, the applicant or his authorized agent five days prior to the date of the public hearing of the time and place of such hearing;
- F. Notify, by mail, all property owners within three hundred feet of the exterior boundaries of the property subject to the rezoning; of the time, date, place of the public hearing and the existing and proposed classification. Further, he may notify property owners within a radius of more than three hundred feet if he determines that the proposed use of the property would have substantial environmental impact on surrounding land uses;
- G. The planning director shall report his findings and conclusions in writing to the zoning commission, which report shall be a matter of public record.

(Ord. 01-4 (part), 2001; prior code § 17.84.050)

17.72.060 - Zoning commission action.

- A. The zoning commission shall review and take action upon each application in accordance with the provisions of this chapter, and after a public hearing at which the application shall be presented to the zoning commission by the planning director together with his findings and conclusions on the matter. A report of the commission's recommendation and the planning director's findings and conclusions shall be submitted to the city council.
- B. The zoning commission shall make a recommendation to the city council to:
 - 1. Deny the application for amendment to the official map;
 - 2. Grant action on the application for a period not to exceed thirty days;
 - 3. Delay action on the application for a period not to exceed thirty days;
 - 4. Give reasons for the recommendation.
- C. The zoning commission shall adopt such rules and regulations for the conduct of public hearings and meetings, which shall be published and available to the public, as well as conflict of interest rules, to ensure that no member is entitled to vote on a matter in which he has an interest directly or indirectly.

(Prior code § 17.84.060)

17.72.070 - Public hearing—Notice required.

- A. Before taking action on an application for an amendment to the official map, and after presentation of the zoning commission's recommendation, the city council shall hold a public hearing on the application.
- B. The recommendations of the zoning commission shall be published twice in a newspaper of general circulation in the jurisdictional area of the Laurel-Yellowstone city-county planning board, and not less than fifteen days after the first publication of such notice, a final hearing shall be held at the next regular meeting of the city council.
- C. When such proposed amendment has been denied by the city council neither it nor one involving the same tract(s) shall be offered for adoption within one year after such denial.
- D. In case, however, of a valid protest petition against such change signed by the owners of twenty per centum or more either of the lot included in such proposed change, or of those immediately adjacent in the rear of extending one hundred fifty feet therefrom or of those adjacent on either side thereof within the same block, or of those directly opposite thereof extending one hundred fifty feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fourths of all the members of the city council.

(Ord. 01-4 (part), 2001; prior code § 17.84.070)

File Attachments for Item:

4. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With “In Control, Inc.” To Prepare A Pre-Engineering Survey For The City’s Water Treatment Plant.

RESOLUTION NO. R21-__

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH “IN CONTROL, INC.” TO PREPARE A PRE-ENGINEERING SURVEY
FOR THE CITY’S WATER TREATMENT PLANT.**

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

Section 1: Approval. The Contract between the City of Laurel and In Control, Inc. for the preparation of a Pre-Engineering Survey for the City’s Water Treatment Plant as described in the attached Contract and Proposal (Exhibit A) is accepted and approved.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the Contract on behalf of the City.

Section 3: Effective date. The effective date for the attached Contract is the date this Resolution is approved by the City Council.

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

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

APPROVED by the Mayor this ____ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



In Control, Inc.
10350 Jamestown St. NE
Blaine, MN 55449

PROPOSAL # QP21091301-01

To: City of Laurel

Date: September 10, 2021

From: Cade Beeton

Valid: 45 days

Page: 1 of 5

Attn: Mr. Nathan Herman

Re: City of Laurel Water Treatment Plant Pre-Engineering Survey
(Time & Expense Basis)

In Control Inc. is pleased to provide our proposal for services as part of the project referenced above. This proposal is based upon discussions with Nathan Herman as well as our knowledge of the existing control system from previous work performed by In Control at the City of Laurel Water Treatment Plant (WTP). The outcome and deliverables of this project will provide In Control the proper documentation, wire labeling, backup configurations, process loop descriptions, system diagrams and understanding of the existing control system in order to safely and efficiently upgrade the plant in the future.

It is the position and recommendation of the In Control Engineering Team that this Pre-Engineering Survey, documentation, wire labeling and the necessary reverse engineering of the existing system be completed prior to a system upgrade. This will reduce the risk and time associated with upgrading to the future system. It is the intent of In Control to incorporate our proven standards and programming as much as possible on an upgraded control system to provide effective and efficient operation of the City of Laurel WTP for decades to come.

It is the expectation of In Control that the City of Laurel provide timely responses to requests for data, photos of equipment, review of documents, providing feedback and any other information that In Control may require during the execution of this work.

Proposed Services

Item 1 - Master Planning and Onsite Survey

In Control will perform the following items. These services will be performed under the direction and in coordination with the City of Laurel WTP Personnel to have as little disturbance as possible to plant operations.

A. Master Planning

1. A project team consisting of (1) engineer and up to (2) technicians will be assigned to the project.
2. Engineering review meetings will be conducted on a weekly or bi-weekly basis as required.

B. Onsite Services and Onsite Survey

1. Panel and field wiring will be traced to wire destinations and wire labels will be installed.
2. As Found configurations of PLC's, Radios, Switches, etc. will be documented.
3. Model numbers, serial numbers and other pertinent information from existing equipment will be gathered for documentation purposes.
4. Project Team will work with plant personnel to power down panels and systems to see and document how other panels and systems are affected.
5. Project Team will work with plant personnel to document process diagrams, process loop descriptions and sequence of operation detailing system functions and operation.
6. Project Team will work with plant personnel in identifying modes and programs that are still operational as well as those that are no longer operational so they can be eliminated early on.
7. Project Team will work with plant personnel in defining what the changeover plan looks like.

Item 2 - Professional Engineering and Deliverables

In Control will perform the following items and provide the following Deliverables.

A. Professional Engineering

1. The drawings and documentation that currently exist in the O&M manuals provided will be combined with the Onsite Survey to understand and document the existing control system.
2. The existing drawings and documentation will be redlined for any discrepancies in the current state of the system and changes will be documented.
3. The PLC and SCADA systems will be reverse engineered as needed and documented.
4. Control panels or systems that don't have adequate documentation or information may be passed on to the In Control Design Team to provide adequate drawings and documentation.
5. Existing panels and equipment to be documented include:

- A. Clearwell Panel
- B. Filter Control Panel
- C. High Service Pump Panel
- D. High Service Expansion Panel
- E. Low Service Pump Panel
- F. Remote PLC's
- G. Data Concentrator
- H. SCADA System Hardware

B. Deliverables

1. Wire labeling installed in listed panels and documented in new and/or existing documentation.
2. Documentation of process diagrams, process loop descriptions and sequence of operations.
3. Documentation of all communications and communication protocols from system to system.
4. As Found configurations of PLC's, Radios, Switches, etc. will be taken and documented.
5. Model numbers, serial numbers and other pertinent information will also be documented.

2021 Rate Schedule

(effective January 1, 2021)

Professional Engineering Service

Base rate of \$185.00/hour

Sr. Engineer Service

Base rate of \$178.00/hour

Engineering Service

Base rate of \$146.00/hour

CAD and Drafting Services

Base rate of \$110.00/hour

Production Service

Base rate of \$72.00/hour

Integration Consulting Service

Base rate of \$235.00/hour

Scheduled Field Service and Phone Service

Base rate of \$146.00/hour (Minimum Billing for Job Site Visit is \$500.00, Minimum Billing for Phone is 1 hour).

Emergency Service

Emergency Service is billed for unscheduled work, which requires immediate attention, at 1.5 x the base rate, and 2.0 x the base rate on Saturdays, Sundays, holidays, and outside extended business hours (7:00AM-7:00PM) during the workweek.

Overtime

Overtime is billed for any work that exceeds 12 hours per day and is billed for unscheduled work on Saturdays at 1.5 x the base rate, and 2.0 x the base rate on Sundays and holidays.

Travel Expenses

Mileage is billed at \$0.75/mile. Other travel expenses including airfare, rental car, and living expenses are billed at cost. Meals are charged at \$55/day.

Proposal Summary

The price for this Pre-Engineering Survey on a Time and Expense schedule with standard In Control rates is a Not-To-Exceed price of \$50,000.00 USD.

TERMS: Services will be billed on a monthly basis as services are rendered with standard terms of net 30 days.

Thank you in advance for the consideration of our offer and for the opportunity to work together. Should you have any questions regarding this proposal, please contact me directly at your convenience. I look forward to hearing from you soon to secure and coordinate this project.

Best Regards,

Cade Beeton

Technical Sales Engineer

Mobile: 406.661.4795

Office: 763.783.9500

E-Mail: cade.beeton@incontrol.net

ACCEPTANCE: To accept this proposal please return a signed copy with purchase order. Thank you!

Signature: _____

Purchase Order: _____

Print Name: _____

Date: _____

Title: _____

Proposal Number: QP21091301-01

Standard Terms and Conditions of Sale

These terms and conditions are in effect between the party ("Purchaser") issuing the purchase order ("Order") and In Control, Inc. ("In Control").

1. **ACCEPTANCE** – Acceptance of this Order will be in writing within 30 days of Order receipt, subject to approval of the Purchaser's credit by In Control and compliance with the acceptance criteria set forth herein. Upon acceptance, this Order will constitute the entire agreement between In Control and Purchaser, supersede all prior negotiations and discussions, and may not be modified or terminated except in writing signed by both Purchaser and In Control.
2. **TERMINATION** – Notification of termination of this Order shall be made in writing with 14 days notice. If Purchaser terminates this Order at no fault of In Control, Purchaser shall pay for services rendered at In Control's published rates, reimbursable expenses, and equipment ordered through the date of termination. This payment will also include a fee of 10% of the Order value to cover the expense of terminating the contract.
3. **ATTORNEY FEES** - If either party commences or is made a party to an action or proceeding to enforce or interpret this Order, the prevailing party in such action or proceeding will be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred in connection with such action or proceeding or any appeal or enforcement of any judgment.
4. **INDEMNIFICATION** - Purchaser will indemnify and hold harmless In Control from and against any and all claims, actions, proceedings, costs, expenses, losses and liability, including all reasonable attorneys' fees, costs and expenses, arising out of or in connection with or relating to any goods or services not furnished by In Control pursuant to this Order, including without limitation all product liability claims and any claims involving personal injury, death or property damage. The obligations set forth in this Section will survive the termination or fulfillment of this Order.
5. **LIMITATIONS OF LIABILITY** - In no event will In Control be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In particular, unless otherwise agreed to in writing between the Purchaser and In Control, In Control will not accept liquidated damages.
6. **FORCE MAJEURE** – In no event shall In Control be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, supply chain disruptions, accidents, acts of war or terrorism, civil or military disturbances, health crises, nuclear or natural catastrophes or acts of God, and interruptions of utilities, communications or computer services. It being understood that In Control shall use all commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
7. **WARRANTY** - In Control warrants that the goods and services furnished will be of good quality, free from defects in material, design and workmanship will conform to the specifications and drawings and be suitable for their intended purpose. This warranty will be in force for eighteen (18) months after shipment or twelve (12) months from startup, whichever is shorter. Any remaining allotments for Purchaser or end owner/engineer-initiated changes and call-back expire with the warranty period and are not refundable. In Control reserves the right to terminate warranty should the Purchaser's account be in arrears.
8. **TRANSPORTATION** - Unless otherwise specified, all deliveries from In Control will be F.O.B. factory, freight prepaid.
9. **ESCALATION** – This Order is conditioned upon the ability of In Control to complete the work at present prices for material and at the existing scale of wages for labor. If In Control is, at any time during the term of the Order, unable to complete the work at the present prices and wages, then the Order sum shall be equitably adjusted by change order to compensate In Control for significant price increases, where a significant price increase is defined as a change of 10% or more between the date of quote and the date of applicable work.
10. **PAYMENT TERMS** - The payment terms are due upon invoice receipt. Any balance remaining over 31 days beyond the invoice date will be subject to a 2.0% monthly service fee until paid. Debit or credit card payment is accepted and subject to a 3.0% surcharge of the payment amount. Should a payment default occur In Control reserves the right to stop all work, including but not limited to startup of equipment. All reasonable attempts will be made between both parties to resolve the disputed portions of any invoice within the payment terms.
Order value will be invoiced in full upon shipment unless specific terms are described in the proposal. No retainage is allowed.
11. **NONWAIVER** - The failure by In Control to enforce at any time, or for any period of time, any of the provisions hereof will not be a waiver of such provisions nor the right of In Control thereafter to enforce each and every such provision.
12. **REMEDIES** - Remedies herein reserved to In Control will be cumulative and in addition to any other or further remedies provided in law or equity.

File Attachments for Item:

5. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With Groshelle Construction For Repairs To The City Water Plant Roof.

RESOLUTION NO. R21-__

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH _____ FOR REPAIRS TO THE CITY WATER PLANT ROOF.**

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

Section 1: Approval. The Contract between the City of Laurel
_____ for repairs to the City's Water Plant Roof as described in the
attached Contract and Estimate (Exhibit A) is accepted and approved.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of
Laurel are hereby given authority to accept and execute the Contract on behalf of the City.

Section 3: Effective date. The effective date for the attached Contract is the date
this Resolution is approved by the City Council.

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

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

APPROVED by the Mayor this ____ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

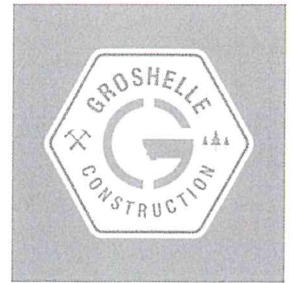
Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

Groshelle Construction
 8 Amity Lane
 Park City, MT 59063 US
 406-670-8288
 groshelleconstruction@hotmail.com

Estimate



ADDRESS

Laurel Water Plant
 802 Sewer Plant Rd
 Laurel MT. 59044

SHIP TO

Laurel Water Plant
 Laurel Water Plant
 802 Sewer Plant Rd
 Laurel, MT 59044

ESTIMATE #	DATE	EXPIRATION DATE
233	12/22/2020	12/22/2020

SHIP DATE

12/22/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	08 Roof Frame	45'x17' Leanto	1	17,340.00	17,340.00
		-Install 6"x6" posts			0.00
		-Install 12"x6" beams			
		-Install 2"x8" framing			
		-Install OSB sheeting			
		-Install vapor barrier on roof			
		-Wrap posts and beams with 26 gauge metal			
		-Install 26 gauge standing seam metal on roof			
		-Install metal trim to match			
		 *All labor and materials included.			
		 **Does not include any electrical(lightning) or metal soffit underneath. However, i will gladly rework the estimate if that is something that is needed.			

This is the updated estimate that includes all of the material price increases.

TOTAL

\$17,340.00

Accepted By

Accepted Date

File Attachments for Item:

6. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With SR Landscaping, Inc. For Installation Of An Automatic Water Sprinkler System At The City Water Plant.

RESOLUTION NO. R21-__

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH SR LANDSCAPING, INC. FOR INSTALLATION OF AN AUTOMATIC
WATER SPRINKLER SYSTEM AT THE CITY WATER PLANT.**

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

Section 1: Approval. The Contract between the City of Laurel and SR Landscaping, Inc. for installation of a sprinkler system for the City's Water Plant as described in the attached Contract and Proposal (Exhibit A) is accepted and approved.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the Contract on behalf of the City.

Section 3: Effective date. The effective date for the attached Contract is the date this Resolution is approved by the City Council.

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

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

APPROVED by the Mayor this ____ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

PROPOSAL

SR Landscaping Inc.

1318 Pennsylvania Ave, Laurel, MT 59044
406-855-2875
samrobertus@gmail.com

TO: City of Laurel
Laurel, MT 59044

03/24/2021

3/30/2021

Revised to
include west
corner of slope.

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Sam Robertus	Water treatment plant-sprinkler system.		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Install sprinkler system in new seeded areas between buildings.		
	**Hook to existing water source outside back door - plumb out and back into ground with copper and 1 1/2" backflow preventer.		
	**Place outdoor Hunter timer by backflow preventer.		
	**Hunter I-20 rotor heads for all covered areas.		
	**Hunter 1" electric valves (approx. 20gpm zone flow)		
	**1 1/4" PVC main (trenched), 1" PVC laterals (pulled).		
	**Private locate for owned utilities.		
	Total Material and Labor		\$10282.00
	*Add zone to Northwest corner of control building inc. narrow strip along walk.		1210.00

Thank you for the opportunity to serve your needs!

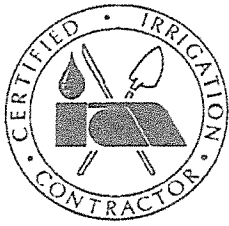
Sam Robertus

Quotation prepared by:

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!



MEYERCO

Sprinkler Systems

1835 Chelsea Ln.
Billings, MT 59106
(406) 652-3929

www.meyercosprinklers.com

RAIN BIRD
Select Contractor®

MEYERCO SPRINKLERS, CERTIFIED IRRIGATION CONTRACTOR AND RAIN BIRD SELECT CONTRACTOR, has been installing sprinkler systems since 1984. We are committed to providing the best customer service and using the highest quality products available. MEYERCO SPRINKLERS' bid for an automatic underground sprinkler system for your yard includes the following:

RAIN BIRD PROFESSIONAL SERIES PRODUCTS

Materials to be used are exclusively RAIN BIRD Professional Series products and PVC pipe and fittings.

MINIMUM DISTURBANCE INSTALLATION

The underground piping will be installed using a PIPE PLOW rather than a trencher to greatly reduce damage to the lawn. Our crew will complete the job quickly and efficiently (generally 1 day).

WATER SUPPLY AND CITY CODES

- ☐ For city water systems: Meyerco Sprinklers will install interior plumbing from the water source to the exterior of the house, and we will install a PVB for backflow prevention.
- ☐ For Pump/Well systems: Meyerco Sprinklers will install a PUMP START switch, a SAND FILTER, and all necessary fittings to connect to the outlet side of the pump.

☒ Connect to 2" PVC existing at water plant Building.

THE MEYERCO GUARANTEE

We GUARANTEE COVERAGE by properly designing the Sprinkler System using head-to-head sprinkler spacing and proper valve zoning. A Meyerco Sprinkler System is backed by our complete 1 YEAR WARRANTY on parts and labor. Meyerco Sprinklers assumes no responsibility for any settling or damages to any utility lines on this property.

BID PROPOSAL TO:

Lance's Water Plant

801 Sewer Plant Rd

Lance's DATE 9-11-21

NOTES:

Revised Bid

BID PRICE \$ 18,560⁰⁰


Greg F. Meyer C.I.C.

X

AUTHORIZED SIGNATURE



Proposal

Date: 9/13/2021

Work to be done for: The City of Laurel
Water plant irrigation system
115 West First
Laurel, Mt. 59044
406-628-1987
waterplant@laurel.mt.gov

I. We propose to install a Automatic Sprinkler System at the above address in accordance with the following specifications, furnishing all materials and labor as listed.

Specifications:

- 1- System is designed to give adequate water to all grass without wasting water.
- 2- Design and installation will meet all codes.
- 3- Materials:
 - Rainbird ESPME controllers
 - Rainbird 150PEB Electric remote valves
 - Valves will be set in boxes
 - Spray heads will be Rainbird 1804 , 4" pop ups
 - Turf rotors will be Rainbird 5004.
 - All wire will have water proof connection
 - Pipe will be class 200 PVC
 - All underground wire will be UF certified
- 4- We us primarily Rainbird materials.
- 5- All pipe outside will be PVC.
- 6- Trenches will be settled as to avoid any future settling within lawn.
- 7- All work will be completed to meet or exceed the accepted standards of the industry.
- 8- We will do maintenance for 1 year at no charge, except for negligence or vandalism.
- 9- Winterization, for the first fall will also be provided at no charge.
- 10- Owner may add other specifications or clarifications below or on attached sheets.
- 11- All Rainbird parts carry a 3 year warranty.
12. Owner will provide a working source.
13. Controller will be installed inside the back door of the plant.
14. Trenches will be leveled to match existing conditions and reseeded with grass seed.

We propose to complete this project in accordance with the above specifications and conditions for the
Sum of : \$15,750.00

Thank you for the opportunity.

Steve Lehenbauer / Owner

Payments to be made as follows:

- 1- 15% down at time proposal is accepted.
- 2- Final payment is due 10 days after project completed.
- 3- A 1.5% monthly service charge will be assessed on all past due accounts

Acceptance of Proposal: The above specifications, conditions and prices are satisfactory and are hereby accepted. You are authorized to do the above work as specified. Payments will be made as outlined. Please sign and return one copy of contract with down payment.

Signature of owner:

Signature for River Ridge Landscape Co.

File Attachments for Item:

7. Resolution - Resolution Of Annexation And Zoning For Property Located At 810 West 7th Street, As An Addition To The City Of Laurel, Yellowstone County, Montana.

RESOLUTION NO. R21-_____

**RESOLUTION OF ANNEXATION AND ZONING FOR PROPERTY
LOCATED AT 810 WEST 7TH STREET, AS AN ADDITION TO THE CITY OF
LAUREL, YELLOWSTONE COUNTY, MONTANA.**

WHEREAS, an application was submitted to the City of Laurel by the property owners (“Petitioners”) of the property located at 810 West 7th Street which is currently outside of city limits. Petitioners seek annexation of the property and zoning; and

WHEREAS, the City Council authorized Petitioners request to seek annexation through Resolution R20-38 since the property was less than one acre in size; and

WHEREAS, Petitioners currently seek annexation of their property to the City in order to access and utilize city services, including, but not limited to, water, sewer, police, and fire;

WHEREAS, the Laurel City-County Planning Board held a duly advertised public hearing on Petitioners’ request for annexation and zoning on September 15, 2021. At the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of both the annexation and zoning requests subject to the conditions recommended by Staff; and

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioners’ requests on October 12, 2021. At the conclusion of the hearing, the City Council determined that approval of the annexation and zoning requests is in the best interest of the City at this time; and

WHEREAS, the annexation of the property and zoning is subject to the conditions contained in the City’s Staff Report dated September 29, 2021 which is attached hereto and incorporated as part of this resolution.

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

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the application for annexation as additionally described below.
2. The owners of record of the territory annexed to the City of Laurel have executed an application seeking such annexation.

3. The following described territory is hereby annexed to the City of Laurel:
- Block 1, Lot 36, Ingraham Subdivision, according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.
4. That the approval of the annexation and zoning is conditioned as follows:
- A. The property shall connect to the municipal water and sewer system.
 - B. The property shall have a zoning designation of Residential 6000 ("R-6000") which is consistent with the zoning of adjacent and nearby properties.
 - C. The Annexation Agreement (copy attached and incorporated herein) shall be updated to reflect the suggested changes made by the City Planning Department prior to recording it with the County Clerk and Recorder.
 - D. The Waiver of Right to Protest (copy attached and incorporated herein) and this resolution shall be recorded with the County Clerk and Recorder within 90 days after the adoption of this resolution.
 - E. Connections to the municipal water and sewer systems shall be approved by the City's Public Works Department.
 - F. All improvements and infrastructure connections shall be completed within one calendar year from the date the resolution is approved.
5. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and meeting minutes with the Yellowstone County Clerk and Recorder.
6. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
7. Annexation and the City's responsibility for providing service to the property shall become null and void upon Petitioners' failure to satisfy the conditions imposed by the City Council by and through this resolution.

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

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

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board and Zoning Commission
FROM: Nicholas Altonaga, Planning Director
RE: Annexation and Zoning Request for 810 W 7th Street
DATE: September 29, 2021

DESCRIPTION OF REQUEST

Scott and Amy Slothower submitted a request on August 9, 2021 for Annexation and Zoning for their property located at 810 W 7th Avenue. The Slothower family has sought to annex 810 W 7th Street due to the failure of the septic system on the property and the lack of options for fixing or repairing it.

Scott and Amy Slothower were granted permission by the Laurel City Council on July 14, 2020 to submit an application for annexation as per the Laurel Annexation Policy. Approval of the annexation and zoning petition would expand the Laurel city limits to include the property at 810 W 7th Street, zone the parcel as enable the property in question to connect to city services, and would

Owner: Scott & Amy Slothower
Legal Description: INGRAHAM SUBD (LAUREL), S08, T02 S, R24 E, BLOCK 1, Lot 36 -
Address: 810 W 7th Street Laurel, MT
Parcel Size: 7,800sqft
Existing Zoning: Residential Tracts
Existing Land Use: Single Family Residential
Proposed Zoning: Residential 6000 (R-6000)
Proposed Land Use: Single Family Residential

BACKGROUND AND PROCEDURAL HISTORY

- June 22, 2020 – Slothower Family submit letter to petition City Council for permission to submit an annexation and zoning application.
- August 9, 2021 – The Application for Annexation and Zoning was submitted to the Laurel Planning Department.

- September 1, 2021 – Planning Director provided clarification on the legal documents (AA and Waiver of Right to Protest) submitted with the Annexation application.
- September 15, 2021 – Planning Board held a Public Hearing on the proposed Annexation and zoning for 810 W 7th Street. Planning Board voted to approve the annexation and zoning for 810 W 7th Street with the stated staff conditions.
- October 12, 2021 – City Council has scheduled a Public Hearing to review the application for annexation and zoning for 810 W 7th Street and to make a final decision on the matter.

STAFF FINDINGS

1. The applicant has submitted an application for the annexation and zoning of the property at 810 W 7th Street.
2. The applicant has submitted this application due to the inadequate septic system on the property that is unable to be repaired or improved.
3. The applicant seeks to connect the property into the city water and sewer system.
4. 810 W. 7th Street is immediately adjacent to the Laurel municipal city limits.
5. The applicant is requesting the zoning to be changed to Residential 6000
6. The immediately adjacent parcels to the east are zoned Residential 6000
7. The current use of the property as a single-family residence is allowable within the proposed R6000 district.
8. As per the criteria within the Annexation Policy:
 - a. The property is located within an area identified by the city for future expansion
 - b. There are existing water and sewer lines immediately to the east of the property
 - c. The property will meet the standard of the adjacent parcels within the municipal city limits.
 - d. The property owners have executed a Waiver of Right to Protest
 - e. The property will be zoned as R6000, to match the adjacent zoning of parcels to the east and south.
 - f. The land use (single-family residential) conforms with the goals of the Laurel Growth Policy (2020)

RECOMMENDATIONS

The Planning Director recommends the Planning Board to approve the annexation and zoning request for the property at 810 W. 7th Street with the following conditions.

1. The Property shall connect to the municipal water and wastewater utility system.
2. The Property shall be zoned as Residential 6000 (R-6000)
3. The Annexation Agreement shall be updated as per the comments made by the Laurel Planning Department prior to filing with the Yellowstone County Clerk & Recorder.

4. The Waiver of Right to Protest shall be updated as per the comments made by the Laurel Planning Department prior to filing with the Yellowstone County Clerk & Recorder.
5. The Annexation Agreement, Waiver of Right to Protest, and City Council Resolution shall be filed with the Yellowstone County Clerk & Recorder within 90 days of annexation approval.
6. The proposed connections to the municipal water system shall be approved by the Laurel Department of Public Works.
7. Any and all public improvements and infrastructure connections shall be completed within one (1) calendar year from the date of the annexation approval.

ATTACHMENTS

1. Annexation Application Form
2. Satellite view with parcel lines
3. Survey plat with parcel highlighted
4. Estimate for work regarding Water and Sewer extension.
5. Annexation Agreement
6. Waiver of Right to Protest (Signed)
7. Initial Annexation Permission Letter dated June 22, 2020.
8. Resolution R20-38 – Approval of request to file a petition to annex property.
9. Annexation Policy (2008)

CITY OF LAUREL, MONTANA

REQUEST FOR ANNEXATION

AND PLAN OF ANNEXATION

Applicant is required to meet with the City Planner prior to filling out this application. All blanks of this application are to be filled in with explanation by the applicant. Incomplete applications will not be accepted.

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.
2. Applicant landowner's name: Scott & Amy Slothower
Address: 810 West 7th Street, Laurel, MT 59044
Phone: 406-694-3055 / 406-696-6401
3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
Legal description: Ingraham Subd (Laurel), S08, T02 S, R24 E, Block 1, Lot 36-37
Lot size: .7,840 sqft
Present use: Private residence
Planned use: Private residence
Present zoning: _____
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])
4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

Water Service:

Location of existing main: See attached quote from Cotter's Sewer Inc.
Cost of extension of approved service: See attached quote from Cotter's Sewer Inc.
How cost determined: See attached quote from Cotter's Sewer Inc.
Timeframe for installation: Upon annexation approval

Sewer Service:

Location of existing main: See attached quote from Cotter's Sewer Inc.
Cost of extension of approved service: See attached quote from Cotter's Sewer Inc.
How cost determined: See attached quote from Cotter's Sewer Inc.

Timeframe for installation: Upon annexation approval

How financed: Sale of residence, buyer to pick up portion of cost, city to contribute??

Streets:

Is there any adjoining County ROW to the proposed annexation: _____

Location of existing paved access: _____

Cost of paving: _____

How cost determined: _____

Timeframe for construction: _____

Other required improvements: Provide above information on attached pages.

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant **prior** to annexation by the city.
7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed.
8. A **non-refundable** application fee of \$300 + \$25.00 per acre (80 acres or less); \$300 + \$35.00 per acres (81 acres or more) must accompany the submission of this application.

The City Council of the City of Laurel, Montana, after review and consideration of this Application for Annexation, found such to be in the best interest of the City, that it complied with state code, and approved this request at its City Council meeting of _____

**AFFIDAVIT OF WAIVER OF PROTEST
BEFORE THE CITY COUNCIL
OF THE CITY OF LAUREL, MONTANA**

**FOR THE ANNEXATION OF THE HEREIN DESCRIBED PROPERTY AND CREATION OF
ANY FUTURE SPECIAL IMPROVEMENT DISTRICT**

The undersigned hereby waives protest to the annexation of the property described below by the City of Laurel. Undersigned also waives their right to seek judicial review under M.C.A. § 7-2-4741 (2007), subsequent to the City's annexation of the below described property.

The undersigned hereby additionally waives protest to the creation of future Special Improvement District(s) created and/or formed for future street improvements including, but not limited to, paving, curb, gutter, sidewalk and storm drainage or any other lawful purpose.

This Affidavit is submitted pursuant to and as a part of the Annexation Agreement and future contemplated Subdivision Improvement Agreement (SIA) with the City of Laurel.

This Affidavit of Waiver shall run with the land and shall forever be binding upon the Grantee, their transferees, successors and assigns.

LEGAL DESCRIPTION OF THE PROPERTY:

“ Ingraham Subd (Laurel), S08, T02 S, R24 E, Block 1, Lot 36-37 ”

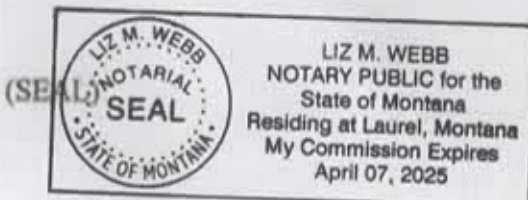
DATED this 23 day of July, 2021

[Signature]
Grantee Name
(Company..)

STATE OF MT)
) ss.
County of Yellowstone)

On this 23 day of July, 2021, personally appeared before me,
Amy Leigh Slotkower proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) are subscribed to this instrument, and acknowledged the he/she/they executed
the same.

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



[Signature]
Notary Public for the State of MT
Residing at: Laurel MT
My Commission Expires: 4.7.2025

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BEFORE THE CITY COUNCIL
OF THE CITY OF LAUREL, MONTANA**

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LEGAL DESCRIPTION OF THE PROPERTY:

" Ingraham Subd (Laurel), S08, T02 S, R24 E, Block 1, Lot 36-37 "

DATED this 23rd day of July, 2021

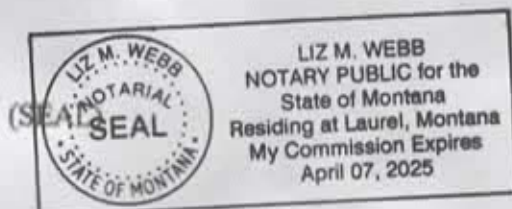
[Signature]

Grantee Name
(Company..)

STATE OF MT)
County of Yellowstone) ss.

On this 23 day of July, 2021, personally appeared before me, Scott Donovan Stothower proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged the he/she/they executed the same.

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



[Signature]

Notary Public for the State of MT
Residing at: Laurel MT
My Commission Expires: 4-7-2025



Proposed area of annexation: 810 West 7th

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

Estimate

Date	Estimate #
8/2/2021	782

Billing Address
A HAUSOF REALTY PO BOX 25 LAUREL, MT 59044

Service Address
609 E 4Th St 611 E 4TH ST Laurel, MT 59044-2705

Description	Qty	Rate	Total
<p>I have meet with the numerous different employees of the City of Laurel Public Works Department regarding this project. All the knew was that the two properties towards the East are on city water and sewer.</p> <p>We were able to locate the sewer from the property at 810 and we know there is a 8" pvc sewer main to that point (approximately 140' from the middle of the crawl space in 810.</p> <p>There are two curb valves for the water service just the west of the 810 property line, but according to the only information I could gather, the builder ran small service lines in the alley and they have no idea where the actual water main starts.</p> <p>Therefore we propose:</p> <ol style="list-style-type: none"> 1. Obtain utility locates and permit. 2. Excavate at the point in the alley where 806 ties into the city sewer main. Camera and locate the end of line and continue to excavate up the alley, across the front yard and up to the wall at the front of the house. 3. Excavate/ Hydro excavate at the same spot where we excavated the sewer main to locate the water lines/ lines. At this point we may have to continue east/ north/ south to locate the city water main. 4. Once the water main is located, we will excavate to the sewer trench and run the water in the same trench. 5. At the front edge of the house we will excavate below the footing to facilitate the new water and sewer lines. 6. Cut out sections of the existing sewer and water piping in the crawl space and run new piping out of the house, into the trench out to the existing city mains. 7. Tie the new piping into the city mains and test. 8. Bed the new piping with gravel, backfill and compact the excavated areas. 9. Pump out the septic tank, cave in and fill with gravel. <p>Cost: not to exceed \$40,000</p> <p>Labor, Equipment, Permit and Materials</p>	1	40,000.00	40,000.00
<p>This estimate is for future work and does not include any work already performed by Cotter's. Thank you for considering Cotter's. We look forward to working with you. This bid is void after 60 days.</p>			
Approved by: _____	Total \$40,000.00		

June 22nd, 2020

The City of Laurel
PO Box 10
Laurel, MT 59044

To the Laurel City Council,

My husband Scott and I purchased our home at 810 W. 7th St., in Laurel, about 4 years ago. The house is on both septic and cistern. We started having septic issues about the 2 years ago and have been trying to resolve the issue ever since with many techniques. The latest attempt to salvage the system was on June 12th, 2020. Heston Schessler with Schesslers Septic (406) 281-0811, came out and tried jetting out the leech field, by forcing water through the lines. Once he dug up the system however, he found that the roots from the nearby trees had encased and matted the legs of the leech field system, which made it impossible to jet it out. Given the size of the backyard and proximity to the existing watering ditch and wells that run along and to the south side of the property line (the side that our leach field is on), he said that replacing the leach field would not be an option.

Since we cannot fix or replace our leach field, our only remaining option would be to tie into the city services. Immediately adjacent to the east of our property, there are two town houses that are in the city limits and on city services. We believe it may be possible to tie into the same lines that are run to the town houses, but we may need to go all the way back to 8th street.

We have been in contact with Nick Altonaga and he shared the City's annexation policy packet. Our lot is smaller than one city block, so we are writing to state our wish to be annexed. Please consider allowing our home to be annexed into the city of Laurel.

Sincerely,



Scott and Amy Slothower
810 W. 7th St.
Laurel, MT. 59044
(406) 696-6401
amylslothower@yahoo.com

RESOLUTION NO. R20-38

**A RESOLUTION TO APPROVE PROPERTY OWNERS' REQUEST TO FILE A
PETITION TO ANNEX THEIR PROPERTY LOCATED AT 810 WEST 7TH STREET TO
THE CITY OF LAUREL, MONTANA.**

WHEREAS, property owners Scott and Amy Slothower submitted the attached letter to the City seeking permission to annex their property into the City of Laurel; and

WHEREAS, the property at issue is located at 810 West 7th Street and is less than one city block in size and pursuant to city policy, requires City Council approval of the request to annex before the property owners can file their petition to annex; and

WHEREAS City Staff provided the property owners a copy of the City's Annexation Policy containing the process, terms, and conditions of annexation and the property owners decided it is in their best interest and desire to begin the process of annexation as indicated in their attached letter.

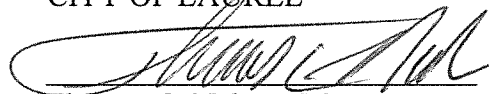
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby approves and authorizes Scott and Amy Slothower to file a Petition to annex their property located at 810 West 7th Street pursuant to the City's Annexation Policy and annexation procedures.

Introduced at a regular meeting of the City Council on July 14, 2020, by Council Member Sparks.


PASSED and APPROVED by the City Council of the City of Laurel this 14th day of July 2020.

APPROVED by the Mayor this 14th day of July 2020.

CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

June 22nd, 2020

The City of Laurel
PO Box 10
Laurel, MT 59044


To the Laurel City Council,

My husband Scott and I purchased our home at 810 W. 7th St., in Laurel, about 4 years ago. The house is on both septic and cistern. We started having septic issues about the 2 years ago and have been trying to resolve the issue ever since with many techniques. The latest attempt to salvage the system was on June 12th, 2020. Heston Schessler with Schesslers Septic (406) 281-0811, came out and tried jetting out the leech field, by forcing water through the lines. Once he dug up the system however, he found that the roots from the nearby trees had encased and matted the legs of the leech field system, which made it impossible to jet it out. Given the size of the backyard and proximity to the existing watering ditch and wells that run along and to the south side of the property line (the side that our leach field is on), he said that replacing the leach field would not be an option.

Since we cannot fix or replace our leach field, our only remaining option would be to tie into the city services. Immediately adjacent to the east of our property, there are two town houses that are in the city limits and on city services. We believe it may be possible to tie into the same lines that are run to the town houses, but we may need to go all the way back to 8th street.

We have been in contact with Nick Altonaga and he shared the City's annexation policy packet. Our lot is smaller than one city block, so we are writing to state our wish to be annexed. Please consider allowing our home to be annexed into the city of Laurel.

Sincerely,



Scott and Amy Slothower
810 W. 7th St.
Laurel, MT. 59044
(406) 696-6401
amylslothower@yahoo.com

RESOLUTION NO. R08-22

**A RESOLUTION TO ADOPT THE
CITY OF LAUREL ANNEXATION POLICY**

WHEREAS, it is necessary for the City of Laurel to properly guide and monitor growth that is in the best interests of the City and its citizens; and

WHEREAS, it is appropriate for the City Council to adopt an Annexation Policy that governs proposed annexations to the City in accordance with Ordinance No. 008-02 § 16.12.020; and

WHEREAS, the City Council has reviewed and accepted the attached Annexation Policy for the City of Laurel.

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

The Council hereby adopts the City of Laurel Annexation Policy in its current form and content. All resolutions adopting any other annexation policies that conflict or are inconsistent with these policies are hereby repealed, voided and of no further effect.

BE IT FURTHER RESOLVED that this Resolution shall be enforceable on the effective date of Ordinance No. 008-02.

Introduced at a regular meeting of the City Council on March 4, 2008, by Council Member
Hart.


PASSED and APPROVED by the City Council of the City of Laurel this 4th day of March, 2008.

APPROVED by the Mayor this 4th day of March, 2008.

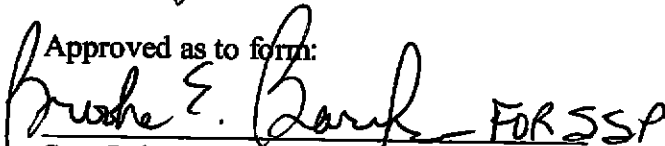
CITY OF LAUREL


Kenneth E. Olson, Jr., Mayor

ATTEST:


Mary K. Embleton, Clerk-Treasurer

Approved as to form:


Sam Painter, Legal Counsel
Elk River Law Office, P.L.L.P.

CITY OF LAUREL ANNEXATION POLICY

Service outside city limits—Conditions. No water or sewer services shall be extended outside of the incorporated city limits without meeting the following conditions:

- A. The property and improvements are in the same condition as is required for properties and improvements within the city's corporate limits;
- B. The city system is capable of serving the area;
- C. The extension is in the best interest of the city;
- D. The cost of the extension shall be at the expense of the requesting party;
- E. The city council has granted its approval. (Prior code § 18.76.010(A)); and
- F. The property is annexed.

Consent to Annexation and/or Waiver of Protest.

- A. Any property owner requesting or receiving city water or sewer service outside of the incorporated city limits shall, as a condition of initiating or continuing city services, consent to annexation of the property beneficially receiving services. The consent to annexation may be limited to the property that will benefit or is benefiting from the provision of city services.
- B. Whenever annexation is sought pursuant to a petition submitted to the city by a property owner requesting annexation, the property owner shall execute a written waiver of protest in a form approved by city staff for purposes of recording. The waiver of protest constitutes a covenant that will run with the land to be annexed and shall waive all right of protest and judicial review to the creation of any future special improvement district. (Prior code § 18.76.010(B))

Annexation Fee.

Property owner shall pay the city's applicable annexation fee prior to the city's consideration of the annexation request.

Annexation Criteria and Requirements.

- A. The City Council shall consider the following criteria when it receives a written petition for annexation:
 - The property must be located within an area identified by city staff as a location for future city annexation or annexation of the property will promote orderly growth of the city to protect the health, safety and welfare in areas intensely utilized for residential, commercial, institutional and governmental purposes;
 - The city must be able to provide adequate city services within a time period mutually agreed to by the property owner requesting annexation and the city;
 - Existing or proposed public improvements within the area to be annexed must meet all city standards. 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 or 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.

- All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city;
- All residential property owners must execute a Waiver of Right-to-Protest the creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city;
- Residential densities within the area to be annexed must be rezoned at a minimum density of R-7500 or greater; and
- The proposed land use within the area to be annexed must conform to the goals of the Laurel-Yellowstone City-County Planning Board Growth Policy.

B. The City Council may decide to either condition the approval of the annexation in order to meet the criteria listed in Section A herein or require an annexation agreement. The conditions of approval must be clearly stated in the resolution of annexation or if required, the annexation agreement. If the property to be annexed is not developed, the conditions of approval or annexation agreement shall include a requirement for:

1. A development agreement prior to the issuance of a building permit;
2. A subdivision improvements agreement at the time of final subdivision plat approval, if applicable and
3. An executed Waiver of Right-to-Protest creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city.

If the property is developed and contains public improvements that are not constructed to city standards, the city shall require an annexation agreement. The annexation agreement shall specify that the public improvements must be upgraded and/or installed to city standards, as well as a time period and mechanism to finance the construction and installation of those improvements. All construction or installation of improvements must be completed within two years of annexation.

In any case, all public improvements, whether existing or proposed, shall meet city standards.

CITY OF LAUREL, MONTANA

REQUEST FOR ANNEXATION

AND PLAN OF ANNEXATION

Applicant is required to meet with the City Planner prior to filling out this application. All blanks of this application are to be filled in with explanation by the applicant. Incomplete applications will not be accepted.

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.
2. Applicant landowner's name: _____
Address: _____
Phone: _____
3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
Legal description: _____
Lot size: _____
Present use: _____
Planned use: _____
Present zoning: _____
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])
4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

Water Service:

Location of existing main: _____
Cost of extension of approved service: _____
How cost determined: _____
Timeframe for installation: _____

Sewer Service:

Location of existing main: _____
Cost of extension of approved service: _____
How cost determined: _____

Timeframe for installation: _____
How financed: _____

Streets:

Is there any adjoining County ROW to the proposed
annexation: _____
Location of existing paved access: _____
Cost of paving: _____
How cost determined: _____
Timeframe for construction: _____

Other required improvements: Provide above information on attached pages.

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant **prior** to annexation by the city.
7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed.
8. A **non-refundable** application fee of \$300 + \$25.00 per acre (80 acres or less); \$300 + \$35.00 per acres (81 acres or more) must accompany the submission of this application.

The City Council of the City of Laurel, Montana, after review and consideration of this Application for Annexation, found such to be in the best interest of the City, that it complied with state code, and approved this request at its City Council meeting of _____.

FOR THE ANNEXATION OF THE HEREIN DESCRIBED PROPERTY AND CREATION OF
ANY FUTURE SPECIAL IMPROVEMENT DISTRICT

105

ORDINANCE NO. 008-02

ORDINANCE ADOPTING ANNEXATION REGULATIONS FOR
THE CITY OF LAUREL FOR INCORPORATION IN CHAPTER 16
OF THE LAUREL MUNICIPAL CODE.

WHEREAS, Ordinance No. 007-01 adopted April 3, 2007 repealed Chapter 16 of the Laurel Municipal Code in its entirety in order to comply with changes adopted by the State of Montana Legislature; and

WHEREAS, the repealed Chapter 16 of the Laurel Municipal Code provided for annexation regulations while the newly adopted Chapter 16 of the Laurel Municipal Code did not contain specific annexation procedures; and

WHEREAS, annexation regulations are necessary for the City of Laurel to properly guide and monitor growth that is in the best interest of the City and its citizens;

IT IS HEREBY ORDAINED by the City Council of the City of Laurel, Montana, that the following chapter is hereby adopted into the LAUREL MUNICIPAL CODE as set forth below.

Chapter 16.12

ANNEXATIONS

Sections:

16.12.010 Annexation.

16.12.020 Annexation Policy.

16.12.030 Annexation Fee Schedule.

16.12.010 Annexation.

The City may annex property in accordance with the methods and procedures prescribed in MCA Title 7, Chapter 2 Parts 42, 43, 44, 45, 46 or 47, as amended.

16.12.020 Annexation Policy.

The City Council shall adopt rules and regulations that govern proposed annexations to the City by Council Resolution.

16.12.030 Annexation Fee Schedule

The City Council shall adopt an annexation fee schedule by annual Resolution after a public hearing in accordance with Section 2.72.060. (Ord. 06-04 (part), 2006: prior code § 18.76.010(D))

This Ordinance becomes effective thirty (30) days after final passage by the City Council and approval by the Mayor.

File Attachments for Item:

8. Ordinance No. O21-04: An Ordinance Amending Certain Chapters Of Title 8 Of The Laurel Municipal Code Relating To Health And Safety Matters, Including Nuisances For The City Of Laurel.

ORDINANCE NO. 021-~~04~~

AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 8 OF THE LAUREL MUNICIPAL CODE RELATING TO HEALTH AND SAFETY MATTERS, INCLUDING NUISANCES FOR THE CITY OF LAUREL.

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating chapters, sections and subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, the City's Public Works Department Staff and Police Department worked to prepare the following amendments to the Laurel Municipal Code to enable the City to ensure the health, safety and welfare of its citizens; and

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing Title 8 as noted herein and hereby recommends the same to the City Council for their full approval.

Title 8 - HEALTH AND SAFETY

Chapters:

Chapters 8.01 - 8.03 – RESERVED

Chapter 8.04 - GARBAGE AND RUBBISH

Sections:

8.04.010 - Definitions.

Cinder and ashes mean the residue from the burning of wood, coal, coke or other combustible materials in homes, stores, institutions, and small industrial establishments, for the purpose of heating, cooking and disposing of waste combustible materials.

"Garbage" means and includes animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of foods. It is composed largely of organic matters and their natural moisture content. The term does not include within its meaning food processing wastes from canneries, slaughterhouses, packing plants or similar industries, or large quantities of condemned food products. Garbage originates primarily in kitchens, stores, markets, restaurants, hotels, and other places where food is stored, cooked, or consumed.

Refuse means all solid waste of any kind or type legally disposed of through the operations of the city.

"Inflammable rubbish" or "combustible rubbish" means miscellaneous flammable materials. Generally it is the organic component of rubbish, such as paper, rags, cartons, boxes, wood, excelsior, furniture, bedding, rubber, leather, tree branches, yard trimmings and similar material.

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~~"Noncombustible rubbish" means miscellaneous refuse materials that are nonflammable at ordinary temperatures. For the most part it is the inorganic component of rubbish, such as tin cans, metals, mineral matter, glass, crockery, dust, metal furniture, etc.~~

A. *Combustible rubbish* means miscellaneous flammable materials. Generally, it is the organic component of rubbish, such as paper, rags, cartons, boxes, wood, wood shavings, ~~furniture~~, bedding, rubber, leather, ~~tree branches~~, yard trimmings and similar material.

B. *Noncombustible rubbish* means miscellaneous refuse materials that are nonflammable at ordinary temperatures. For the most part it is the inorganic component of rubbish, such as tin cans, metals, mineral matter, glass, crockery, dust, metal furniture, etc.

C. *Yard Rubbish* means refuse consisting of tree branches, twigs, grass and shrub clippings, cut weeds, fallen leaves and garden waste materials.

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(Prior code § 8.12.010)

8.04.020 - Disposal required in general.

The disposal of garbage, rubbish and other wastes shall be as the city council orders by ordinance and regulation.

- A. Any out of city resident or inhabitant may not use any city trash containers for depositing garbage, rubbish, trash, etc.
- B. Any person violating the terms of this chapter shall be guilty of a misdemeanor and punished according to this code. Violations of this chapter are designated as misdemeanors and punishable by penalties specified in subsection 1.36.010 A.
- C. Nothing herein shall prohibit any bona fide tourist or transient from using such trash collectors.

(Prior code § 8.12.020)

8.04.030 - Removal of bulky items ~~not required~~.

The regular collection services shall not remove such items as tires, crates, refrigerators, stoves, air-conditioners, sofas, chairs, mattresses, box springs, pipe, auto parts, mufflers, tree limbs, trees and shrubbery cuttings (unless these cuttings can be placed in covered receptacles as provided by the city) and other like items. The owner or occupant of any building, house, structure or land shall have these prohibited items removed and deposited in the city disposal area or other approved disposal area at his own expense within three days. Failure of owner or occupant to remove prohibited items from receptacles, alleys or streets may be removed therefrom at the expense of the owner of the property. The city may submit a bill to the persons liable for the removal of such items. If the amount is not paid within ten (10) days after the bill submittal, then the charge shall be collected in the same manner as the collection of other solid waste fees, as provided in this chapter.

Ordinance No. O21-~~04~~— LMC Title 8 Health and Safety Amendments

(Prior code § 8.12.052)

8.04.040 - Certain matter not to be placed in receptacles.

A. Infectious Waste – Waste that is defined as “infectious waste” in Section 75-10-1003 Montana Code Annotated.

1. Infectious wastes shall not be placed with other noninfectious wastes or refuse for normal collection by the city.
2. Clothing taken from persons with infectious diseases shall not be placed in receptacles.
3. It is unlawful for any person to dispose of or deposit in the city container site any infectious wastes which have not been treated as described in Section 75-10-1005 Montana Code Annotated, so as to render them noninfectious and no longer biological hazardous.

B. Inflammable Waste; acids and explosives

No person shall place or cause to be placed in or near the receptacles provided for the removal of refuse, any highly inflammable wastes, acids, explosives or dangerous or corrosive chemicals.

C. Other matter not to be placed in receptacles.

The following items shall not be placed in the receptacles provided for the removal of refuse:

Dead animals; poisons; heavy metals or metal parts; lumber; dirt; rocks; bricks; concrete; concrete blocks; tires; crates; refuse from construction or remodeling; unbagged saw dust; unbagged leaves or grass clippings; other unbagged material which is incapable of being transferred from the receptacle to city refuse collection equipment without being deposited on the surrounding property.

8.04.050 – Preparation of refuse for collection

- A. Animal feces and materials impregnated with urine must be enclosed in a leakproof bag before being placed in a city container.
- B. Combustible rubbish of every kind whatsoever shall be securely wrapped, packed or contained in a manner that will prevent scattering by the wind and shall be deposited in a proper receptacle.
- C. Yard rubbish shall be bagged, packed or contained before being deposited in a receptacle.

(Ord. 03-2, 2003; Ord. 801, 1985; prior code § 8.12.054 (part))

8.04.060 - Accumulation of rubbish in public places prohibited.

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- A. No person shall accumulate any rubbish including any dry leaves, dead limbs, or old lumber and allow the same to be stored in any street, alley or public place.
- B. It shall be the duty of the owner or occupant of any premises within the city limits to keep such premises and one-half of the alley immediately adjacent thereto and the gutter in front of or adjoining his or her property clean, open and free of wastepaper, cans, leaves or any unhealthy materials of any kind.

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(Prior code § 8.12.060)

8.04.070 - Unauthorized use of receptacles prohibited.

- A. It is unlawful for any person to place or permit another to place, any garbage or trash in any receptacle, at any refuse collection point or in any refuse container used in the city container collection service unless the refuse is from the premises served by the container or from the premises at which the receptacle or collection point is located.
- B. City service containers at several points in city areas are provided for refuse from apartment house areas, businesses, and institutions within the city limits, and refuse from outside the city limits shall not be placed in the city service containers.
- C. It is unlawful for any person to place or deposit, or permit another to place or deposit, prohibited refuse in city service containers or to put anything on the ground at these locations.
- D. The owner or occupant of any building, house, structure or land shall cause to be removed all refuse items of the nature which are prohibited to the regular collection service, and which are located, owned or deposited on the property or on the public right-of-way shall be prima facie evidence that such owner or occupant failed to remove, as provided by this ordinance, at his own expense, the refuse or other item or items so stored or located thereon. Removal within three days of notice by city is required.

(Prior code § 8.12.054(A))

8.04.0380 — Sanitation Public works director to determine user classification.

The sanitation—public works director shall determine the average volume of garbage and rubbish produced, the amount of service provided and degree of use for all business, commercial, educational and other institutions, and shall recommend to the city council the proper classification of such users.

(Prior code § 8.12.040)

8.04.0940 - Residential ~~garbage fees~~rates.

- A. The residences of the city are divided into fair and reasonable types according to their structure and uses for the purpose of garbage and trash accumulation and removal. All collections will be made either from the alley, where alley exists, or from a place easily

Ordinance No. O21-~~04~~— LMC Title 8 Health and Safety Amendments

accessible to the street from which the collections are made. No collections shall be made from inside structures or other enclosures.

- B. The annual residential ~~refuse collections~~solid waste fees-rate shall be as established by resolution of the city council, and may be changed or amended by subsequent resolution of the council from time to time as the council deems necessary. A copy of the residential fee schedule shall be on file in the office of the city clerk-treasurer, ~~and shall be open to inspection by any person.~~

(Ord. 97-2 § 4 (part), 1997; prior code § 8.12.030)

8.04.~~10050~~ - Residential/commercial ~~garbage fees~~rates.

~~Refuse-Solid waste fees-rates~~ at residences where a portion of the building or premises is used for commercial or business purposes shall be increased by the minimum amount of the commercial user class.

(Prior code § 8.12.032)

8.04.~~11060~~ - Nonresidential ~~garbage fees~~solid waste fees.

- A. All business, commercial, educational and other nonresidential buildings and other institutions shall be placed into fair and reasonable classes for the purpose of establishing rates for garbage and rubbish accumulation and removal through resolution of the city council.
- B. All resolutions approved by the city council under this section shall be placed on file in the office of the city clerk-treasurer, ~~for public inspection while in force.~~

(Ord. 04-8 (part), 2005; Ord. 97-2 § 4 (part), 1997; prior code § 8.12.034)

8.04.~~120070~~ - Commercial rates.

The calendar year ~~refuse collections~~solid waste feerate for businesses and commercial, educational and other nonresidential buildings and other institutions shall be equal to the rates and fees established from time to time by resolution of the city council. No collections shall be made from inside any structure or other enclosure.

(Ord. 04-8 (part), 2005; prior code § 8.12.042)

8.04.~~080130~~ - Minimum commercial ~~fee~~rate.

The minimum ~~fee-rate~~ for each business, commercial, educational, and other nonresidential building and other institution shall not be less than the minimum annual residential ~~rate~~fee.

(Ord. 04-8 (part), 2005; prior code § 8.12.044)

8.04.~~140090~~ - Commercial classification—~~Sanitation-Public works~~ director authority.

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- A. Each business, commercial, educational, and other nonresidential building and other institutions shall be placed in a commercial classification upon the recommendation of the sanitation-public works director after determination of the type of garbage, the volume of garbage, the degree of usage and the required service of the user. Such classification shall be adopted through city council resolution.
- B. User classification, and user's volume of garbage and degree of use may be reviewed by the sanitation-public works director upon request of a commercial, educational, or other nonresidential user, but no more than one such request per calendar year shall be allowed.

(Ord. 04-8 (part), 2005: prior code § 8.12.046)

8.04.1~~500~~ Refuse-Solid waste bill included in water billing.

The annual refuse-solid waste fee shall be payable in twelve equal monthly installments. The refuse-solid waste fee shall be included within the water bill each month, and the city water department is directed not to accept payment of the water bill unless such payment is in the total amount billed which shall include the appropriate refuse-solid waste fee as herein provided. Owners or occupants of premises which do not use water shall be billed monthly by separate billings for the appropriate refuse-solid waste fee for their premises.

(Ord. 1005, 1991: prior code § 8.12.048)

8.04.1~~400~~ - Failure to pay bill constitutes lien.

The charges fixed in this chapter for the collection, removal and disposal of all garbage or trash shall be entered in their respective amounts as charges against each owner, manager, occupant, tenant, or lessee in the amount so fixed and charged shall be collected monthly in connection with and as a part of the water bill of the city. Should any owner, manager, occupant, tenant, or lessee of any place or abode of any business or commercial establishment fail or refuse to pay the charges fixed against him and his place of abode or place of business when due, the refuse-solid waste fee remaining unpaid shall constitute a lien against the real property wherein the premises or business or commercial establishment exists and be placed on the annual property tax statement.

(Prior code § 8.12.050)

~~8.04.120—Removal of bulky items not required.~~

~~The regular collection services shall not remove such items as tires, crates, refrigerators, stoves, air conditioners, sofas, chairs, pipe, auto parts, mufflers, tree limbs, trees and shrubbery cuttings (unless these cuttings can be placed in covered receptacles as provided by the city) and other like items. The owner or occupant of any building, house, structure or land shall have these prohibited items removed and deposited in the city disposal area or other approved disposal area at his own expense within three days. Failure of owner or occupant to remove prohibited items from receptacles, alleys or streets may be removed therefrom at the expense of the owner of the property. The city may submit a bill to the persons liable for the removal of such items. If the~~

Ordinance No. O21-~~04~~— LMC Title 8 Health and Safety Amendments

~~amounting to within 10 days of the bill, but in that the city shall collect the same on a collection of hard waste as provided in chapter~~

Refuse collection and disposal service may be provided within the capabilities of the department to installations with unusual locations, types or accumulations of refuse at a charge established by the [public works](#) director ~~of sanitation~~ based on actual cost.

(Prior code § 8.12.054(B))

8.04.1~~860~~ - Simultaneous service when.

The ~~sanitation~~ [public works](#) department shall provide regular collection or container collection system services according to the type and volume of refuse to be removed, economies of operations and capability within the department. Normally, refuse container and regular collection service will be provided to the same installation only at the discretion of the [public works](#) director ~~of sanitation~~.

(Prior code § 8.12.054(C))

8.04.1~~970~~ - Parking interfering with containers prohibited.

It is unlawful for any person to park a vehicle of any nature within twenty feet of any container used in the city container collection service in such manner which would interfere with the removal of refuse from such ~~container, or container or~~ block the approach to such container. Proof of ownership of any vehicle violating this section shall be prima facie proof that such owner parked such vehicle.

(Prior code § 8.12.054(D))

8.04.2~~0480~~ - Damaging containers prohibited.

It is unlawful for any person to damage, either willfully or through negligence, any property of the city used in the city container service.

(Prior code § 8.12.054(E))

8.04.2~~1490~~ - Doors and lids to be kept closed.

Except when refuse is being loaded into containers, the doors and lids shall be kept closed except at certain locations approved by the director of sanitation.

(Prior code § 8.12.054(F))

8.04.2~~290~~ - City to provide sufficient containers.

The city shall provide sufficient containers for all businesses and residences. It is unlawful for any person other than a duly authorized employee of the city to collect or remove any

Ordinance No. O21-~~04~~ LMC Title 8 Health and Safety Amendments

garbage or trash from garbage and trash receptacles used in the regular city collection service or from any container utilized in the city container collection service.

(Prior code § 8.12.056)

~~8.04.210 — Dump fees~~Container site fees.

~~The city council shall, by resolution, establish fees to be charged for dumping by commercial contractors and noncity residents of wood; trees; uncompacted garbage, trash or rubbish; mixed loads such as wood or trees or other materials; compacted garbage, trash or rubbish; and construction or demolition materials. The city council shall also establish by resolution, fees to be charged for dumping by city residents of materials from construction or demolition projects for which a city building permit or demolition permit is required. The city council may change, alter or amend any such fee from time to time, at the council's discretion, by further resolution.~~

(Ord. 1072, 1993; Ord. 914, 1987; prior code § 8.12.058)

~~8.04.220 Accumulation of rubbish in public places prohibited.~~

~~No person shall accumulate any rubbish including any dry leaves, dead limbs, or old lumber and allow the same to be stored in any street, alley or public place.~~

(Prior code § 8.12.060)

~~8.04.220 Accumulation of rubbish in public places prohibited.~~

~~No person shall accumulate any rubbish including any dry leaves, dead limbs, or old lumber and allow the same to be stored in any street, alley or public place.~~

(Prior code § 8.12.060)

~~8.04.230 Use of city dump truck permitted when.~~

~~City residents may avail themselves of a city dump truck for disposing of garbage or refuse not allowed in city garbage containers at a rate established by the garbage committee. Spot trucks are made available through the city engineer's office.~~

(Prior code § 8.12.065)

~~8.04.2340~~ - Collection by city exclusive.

It is unlawful for any person other than the city to engage in the business of collecting, removing and disposing of refuse within the jurisdiction of the city, or for any person other than

Ordinance No. O21-~~04~~ — LMC Title 8 Health and Safety Amendments

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the city, its agents or employees to do or perform any of the things herein required to be done or performed by the city, except:

- A. As provided in Section 8.04.~~420~~³⁰;
- B. For drop box service for certain matter not to be placed in receptacles (8.04.~~430~~⁴⁰);
- C. For drop box service for demolition material with or without a building or demolition permit required; ~~or~~
- D. For drop box service ~~for the disposal of shingles at construction sites; and-~~
- E. As provided by MCA 7-2-4736, Preservation of existing garbage or solid waste service in the event of annexation.

(Ord. 1075, 1993)

8.04.2~~45~~⁰ - City service fees and charges.

The city council shall establish fees and charges for additional solid waste related services by resolution.

(Ord. 06-04 (part), 2006)

Chapter 8.08 - CITY CONTAINER SITE

Sections:

8.08.010 - City to operate container site.

The city shall operate a container site for garbage and debris. The director of public works shall be the officer in charge of the container ~~site, and site and~~ shall adopt such rules and regulations as may be required in the operation of the container site. Such rules shall be posted at the entrance of the container site and must be obeyed by all persons using the container site.

(Ord. 1073, 1993; Ord. 1022, 1992; prior code § 8.16.010)

8.08.020 – Container site fees.

The city council shall, by resolution, establish fees to be charged for dumping by commercial contractors, businesses and noncity residents of wood; trees; uncompacted garbage, trash or rubbish; mixed loads such as wood or trees or other materials; compacted garbage, trash or rubbish; and construction or demolition materials. The city council shall also establish by resolution, fees to be charged for dumping by city residents of materials from construction or demolition projects for which a city building permit or demolition permit is required. City residents that do not pay for regular refuse collection will be charged fees for utilization of the container site for disposal of garbage and debris. The city council may change, alter or amend any such fee from time to time, at the council's discretion, by further resolution.

8.08.0~~32~~⁰ - Solid waste fees for noncity residents.

Ordinance No. O21-~~04~~— LMC Title 8 Health and Safety Amendments

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- A. The city council shall from time to time by resolution set fees for the depositing of household solid waste at the city container site by noncity residents, and the same may be changed from time to time in the council's discretion by further resolution.
- B. The fees for depositing all other types of garbage, trash or rubbish shall be in accordance with dumping fees as established by resolution of the city council.

(Ord. 1074, 1993; Ord. 1023, 1992; Ord. 810, 1985; prior code § 8.16.020)

Chapter 8.12 – CRIMINAL NUISANCES

Sections:

8.12.010 – Violations of Chapter 8.12 may be construed as misdemeanors, and are subject to the penalties enumerated in 8.12.1040.

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8.12.020 - Purpose.

The purpose of this chapter is to regulate conditions in the city that may constitute public nuisances, are injurious to public health, safety, and welfare, obstruct the free use of property or interfere with the comfortable enjoyment of life or property and to provide for the remediation of such nuisances, to protect the public health, safety and welfare and to promote the economic stability of neighborhoods and areas within the city. It is also the purpose of this chapter to prevent and prohibit those conditions which reduce the value of private property, interfere with the enjoyment of public and private property, create, and constitute public nuisances and contribute to the degradation of the character of neighborhoods and the depreciation of property values.

8.12.0320 – Definitions.

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1. *Vehicle* means a two or more wheeled or track vehicle designed to transport one or more persons or properties from one location to another including without limitation: trucks, buses, cars, motorcycles, scooters, farm, and industrial equipment.

a. *Inoperable vehicle* means any discarded, ruined, wrecked, or dismantled vehicle, vehicle parts or components. Any vehicle not capable of immediate and legal operation in accordance with governing and applicable traffic ordinances and statutes or any vehicle not having current license plates lawfully affixed thereto.

b. *Junk vehicle* means any vehicle, including component parts that is discarded, ruined, wrecked, dismantled that remains inoperative or incapable of being driven and which is not lawfully and validly licensed. If a vehicle is permanently registered under MCA 61-3-562 and meets the criteria for a junk vehicle, the vehicle is a junk vehicle.

Junk means any worn out, cast-off or discarded article or material which is ready for destruction or has been collected or stored as salvage, for conversion to some other use or for reduction into components. Junk includes but is not limited to old or scrap metal.

rope, rags, household goods, appliances, furniture, vehicle parts or components, batteries, paper, tires, rubber debris or waste, iron, steel and other old or scrap ferrous or nonferrous material.

Open Storage means exposed to the elements or not stored inside an enclosed structure which includes walls on all sides and a roof.

1. **Permanent Storage** means storage of salvage, rubbish, or junk for a period exceeding five days without moving.

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8.12.01240 ~~Ice, snow, slush on sidewalks. Removal of snow, ice, etc., from sidewalks by abutting property owners~~

A. It is a ~~public~~ nuisance for the owner, occupant, or person otherwise in charge or control of any premises within the city limits to allow any ice, snow, slush, mud, or other impediment to safe pedestrian travel to accumulate or remain on any sidewalk in front of or adjoining such premises.

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B. ~~It shall be the duty of the occupant of any premises within the city, or in case such premises are unoccupied, the owner or his or her agent to keep the sidewalks in front of and adjoining his or her premise clean and safe for pedestrians, and to repair the same from time to time; and such occupant, owner or agent shall remove snow, ice, mud, slush and other impediment to safe and convenient foot travel, within twenty-four (24) hours after its accumulation thereon.~~

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~~It shall be the duty of the occupant person in charge or control of the any premises within the city, or in case such premises are unoccupied, the owner or his or her agent to keep the sidewalks in front of and adjoining his or her premise clean and safe for pedestrians, and to repair the same from time to time; and such occupant, owner or agent shall remove snow, ice, mud, slush and other impediment to safe and convenient foot travel, must remove any such impediment from the sidewalks within twenty four (24) hours after its accumulation thereon, and prevent to continuance and accumulation of the same. must keep sidewalks clean and safe for pedestrian travel at all times.~~

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(Prior code § 8.04.110)

8.12.020 ~~Lawn irrigation.~~

~~No person shall irrigate lawns or shrubbery and allow the water to collect thereon to such an extent that the same overflows on another's property, or overflows and collects in the gutter of the city streets.~~

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(Prior code § 8.04.060)

8.12.030 ~~Abandoned vehicles, storage or parking of vehicles, storage of trailers and recreational vehicles, storage of salvage, inoperable vehicles or junk vehicles. Open storage of junk, salvage, vehicles, inoperable vehicles or junk vehicles, trailers and recreational vehicles~~

A. Definitions. For the purposes of this section, the terms used above shall be defined as follows:

1. ~~1.~~ "Automobile Vehicle" means a two or more wheeled or track vehicle designed to transport one or more persons or properties from one location to another including without limitation: trucks, buses, cars, motorcycles, scooters, farm, and industrial equipment.
 - a. ~~Inoperable vehicle means any discarded, ruined, wrecked, or dismantled vehicle, vehicle parts or components. Any vehicle not capable of immediate and legal operation in accordance with governing and applicable traffic ordinances and statues or any vehicle not having current license plates lawfully affixed thereto.~~
 - b. ~~Junk vehicle means any vehicle, including component parts that is discarded, ruined, wrecked, dismantled that remains inoperative or incapable of being driven and which is not lawfully and validly licensed. If a vehicle is permanently registered under MCA 61-3-562 and meets the criteria for a junk vehicle, the vehicle is a junk vehicle.~~
1. ~~Junk means any worn out, cast-off or discarded article or material which is ready for destruction or has been collected or stored as salvage, for conversion to some other use or for reduction into components. Junk includes but is not limited to old or scrap metal, rope, rags, household goods, appliances, furniture, vehicle parts or components, batteries, paper, tires, rubber debris or waste, iron, steel and other old or scrap ferrous or nonferrous material.~~
3. ~~Open Storage means exposed to the elements or not stored inside an enclosed structure which includes walls on all sides and a roof.~~ ~~2. "Inoperable vehicle" means any automobile incapable of immediate operation under its own power safety and in concurrence with governing and applicable traffic ordinances and statues or any automobile not having current license plats lawfully affixed thereto.~~

C. Storage or Parking of Vehicles.

1. ~~In all residential zoning districts, storage or parking of commercial vehicles shall be limited to one delivery or delivery type vehicle not to exceed eight thousand pounds GVW (gross vehicle weight).~~
2. ~~Within the city limits open storage and off-street parking of licensed and operable motor vehicles in any front or side yard shall be on a surface prepared with asphalt or concrete. Open storage and off-street parking of licensed and operable motor vehicles in any rear yard may be on any type of surface.~~
3. ~~Vehicles shall not at any time be in a state of major disassembly, disrepair, or in process of being stripped or dismantles unless inside a structure or similarly enclosed area designed and approved for such purpose. Painting of vehicles is prohibited unless inside an approved spray booth.~~

D. Storage of Trailers and Recreational Vehicles. Snowmobiles, boats, motorized vehicles that are incapable of being legally operated on a public street, or other recreational vehicles and

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campers, trailers, motorhomes, and campers shall be parked as follows:

1. In rear yards; or
2. In side yards, providing that the following conditions are met:
 - a. The property does not have public alley access or other reasonable access to the rear yard,
 - b. The side yard area to be used for such parking or storage has a prepared surface of gravel, asphalt, or concrete,
 - c. The unit shall not be parked any nearer than three feet from the side lot line or five feet from any door, window, or other opening of a dwelling which provides light, air, entrance to, or exit from the dwelling as needed to preserve the health, safety, and general welfare of the occupants of the dwelling, and
 - d. For purposes of this section, the side yard of a corner lot, which is adjacent to the street, is regarded as a front yard and no such parking or storage is allowed.
3. Trailers may be parked in the street if attached to a towing unit and complying with parking ordinances.
4. It is unlawful for any person or firm to park or store such vehicles in any front yard.
5. It is unlawful to occupy campers, camping trailers, or motor homes for living or sleeping purposes for longer than ~~fourteen days per calendar year~~ five ten consecutive days.
 - a. Campers, camper trailers and motorhomes shall not be connected to the city sewer system.

~~E. Storage of Salvage. Permanent open storage of salvage, inoperable vehicles, rubbish, lumber, furniture, appliances, used oil, cans, containers, or other chattel shall not be permitted in any zoning district. Exceptions to these restrictions are principal uses of property (e.g., auto wrecking), which may be permitted in as a business lawfully operated in nonresidential zoning districts, where the storage of such materials is necessary to the operation of the business enterprise.~~

Exception: lumber may be stored in the rear yard covering no more than one percent of the lot area.

~~F. Inoperable Vehicle or Junk Vehicle. Storage, parking or leaving any inoperable vehicle or junk vehicle shall not be permitted in any district. This section shall not apply to:~~

1. Vehicles stored in conjunction with a business lawfully operated in nonresidential zoning districts, where the storage of such materials is necessary to the operation of the business; or
2. An automobile or part thereof which is completely enclosed within a building in a lawful manner and where it is not visible from the street or other public or private property.

G. Any person who allows a ~~public~~ nuisance as set forth in this chapter to exist shall be notified that the nuisance must be removed within ten days after the receipt of the notice. If the nuisance continues to exist after that time, the person shall be guilty of a violation of this chapter and shall be punishable as set forth in Section 8.12.100. Such person shall be guilty of a separate offense for each day after the ten-day period that the nuisance continues to

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~~Ord. 1024, 1992; prior code § 8.04.100~~

(Ord. 03-5, 2003; Ord. 1024, 1992; prior code § 8.04.100)

8.12.040 – PROHIBITION AGAINST COMMUNITY DECAY OR NUISANCES.

8.12.040 – PROHIBITION AGAINST COMMUNITY DECAY OR NUISANCES.

A. It shall be a violation of this chapter for any person to own or maintain or allow to exist any public nuisance or community decay on or adjacent to any public street or right-of-way or on any property occupied or unoccupied within the city limits.

B. Definitions.

1. "Agency" means the city or department designated by the city to enforce the community decay ordinance.
2. "Community decay" means a public nuisance created by allowing rubble, debris, junk or refuse to accumulate resulting in conditions that are or could be injurious to health, indecent, offensive to the senses, or obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property. "Community decay" as used in this chapter may not be construed or defined to apply to approved, normal farming, ranching or other permitted operations, or other approved agricultural facility, or appurtenances thereof, during the course of its normal operations.
3. "Creating a hazard" means a dangerous condition existing on property that would be attractive to children, including such things as an unfenced swimming pool, a refrigerator or other container that could trap a child inside, and an un-barricaded construction site.
4. "Junk" means any worn out, cast off or unusable article or material which is ready for destruction or has been collected or stored as salvage, for conversion to some other use or for reduction into components. Junk includes but is not limited to old or scrap metal, rope, rags, household goods, appliances, furniture, vehicle parts or components, batteries, paper, tires, rubber debris or waste, iron, steel and other old or scrap ferrous or non-ferrous material.
5. "Person" means an individual, firm, partnership, company, association, group, corporation, city, town, or any other entity whether organized for profit or not.
6. "Public view" means community decay which is visible or detectable or noticeable from any point above the surface of the public street or right of way.
7. "Shielding" refers to fencing, screening or other approved man-made or natural barriers that conceal property from public view. Any shielding must conform to all local zoning, planning, building and municipal code provisions. This is not intended to require approved permanent buildings or other approved appurtenances thereto to be shielded.
8. "Uncared for Vegetation" means vegetation exceeding 8 inches above soil level, other than trees, shrubs, cultivated flowers, or gardens.

C. Public nuisances include but are not limited to the following:

1. To cause or suffer the carcass of any animal or any offal, filth, or noisome substance to be collected or to remain in any place in the city, or to the prejudice of others.
2. Creating or maintaining on any premises for twenty-four hours or longer any decaying or putrid animal or vegetable matter which contaminates the atmosphere or endangers or

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injures the health of any person, or which is indecent or offensive to the senses, or interferes with the comfort or enjoyment of any resident in the city.

3. Permit any nauseous, foul, or putrid liquor or other liquid substance to be discharged, placed, or thrown, or to flow from or out of any premises into or upon any adjacent premises, or any public street, alley, road or sidewalk, or into any channel or watercourse.

4. Any cellar, vault, drain, pool, privy, or sewer belonging to or controlled by such person to become, from any cause, nauseous, foul, offensive or injurious to the public health, or unpleasant and disagreeable to adjacent residents or persons, within the limits of the city.

5. Creating a hazard on any premises for more than twenty-four (24) hours.

6. Keeping or maintaining any pen or enclosure, stable or building for animals in such a filthy or unwholesome condition as to be offensive to neighbors or passersby, or injurious to the health of the neighborhood.

7. Allowing uncared for vegetation to remain on lot, boulevard, or abutting alleyway or street.

Animal Enclosures

It is a public nuisance for any person to keep or maintain any pen or enclosure, stable or building for animals in such a filthy or unwholesome condition as to be offensive to neighbors or passersby, or injurious to the health of the neighborhood.

8.12.050 – Noisome substances

It is a public nuisance to cause or suffer the carcass of any animal or any offal, filth or noisome substance to be collected or to remain in any place in the city, or to the prejudice of others.

8.12.060 – 8.12.070 – Reserved.

8.12.05850 -Public nuisance.

The City of Laurel has a right of entry when necessary to perform an inspection or to enforce the provisions of this chapter when a violation is reasonably believed to exist.

A. A condition which endangers safety or health, is offensive to the senses, or obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood or by any considerable number of persons, including but not limited to, the following:

The enumeration, below, shall not be deemed exclusive, but merely illustrative, it being the intent and purpose of this subsection to include as nuisances, all actions or things of the character described in subsection (1)(aA), above.

1. Accumulating, maintaining or storing in public view on any lot or other parcel of land, any abandoned, discarded, or unused furniture, stoves, sinks, toilets, cabinets, household fixtures or equipment, or junk. If such material is being accumulated as part of an ongoing, active salvage business other than an approved licensed motor vehicle

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wrecking facility, the salvage business must be located in a properly zoned area for such a business;

2. Accumulating, maintaining or storing in public view on any lot or other parcel of land any junk vehicle, component part of a motor vehicle, or any abandoned, wrecked, dismantled, or inoperative trailers, campers, boats or other watercraft. Any person possessing one or more junk vehicles, regardless of ownership, shall shield the vehicles from public view or remove the vehicles to a licensed motor vehicle wrecking facility or to a licensed motor vehicle graveyard, as defined by MCA § 75-10-501 annotated;

3. Dumping, piling, or stacking of bricks, concrete blocks, waste wood and similar material on any lot or other parcel of land, unless said material is stacked in neat piles and all waste materials from the cleaning of such items, such as mortar, wood splinters, broken and unusable bricks, are removed;

4. Maintaining or accumulating on any lot or other parcel of land, garbage, refuse, decaying vegetation, animal bedding, waste or feces, cesspool, water holes, unsealed water tanks, stagnant water, or any other condition which is or may reasonably become infested or inhabited by rodents, reptiles, vermin or wild animals or may furnish a breeding place for mosquitoes or flies;

5. Maintaining or causing or permitting the same on any lot or other parcel of land, any building or premises which is determined to be dangerous or dilapidated. Any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous or dilapidated building, if such conditions or defects exist to the extent that the life, health, property, value of property or safety of the occupants or the public are jeopardized;

6. Fire or other casualty damage in public view which remains unrepaired for a period exceeding six months;

A building which is undergoing construction or remodeling for which a valid building permit has been issued by the city shall not be deemed in violation of this subsection so long as work thereon is prosecuted with reasonable diligence and so long as the building permit has not expired.

B. Any premises where persons gather for the purpose of engaging in unlawful conduct;

C. A condition which renders dangerous for passage any public highway or right-of-way or waters used by the public.

D. Burning garbage or rubbish within the city limits is specifically prohibited under this chapter.

ED. It is a public nuisance to build or maintain an outside toilet within the city limits.

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~~FE.~~ It is a public nuisance for any person to cause or permit any noxious, foul or putrid liquid substance to be discharged, placed, or thrown, or to flow from or out of any premises into or upon any adjacent premises, any public street, alley, road or sidewalk, or into any channel or watercourse.

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E. A person commits the offense of maintaining a public nuisance if such person knowingly creates, conducts or maintains a public nuisance. The owner of a parcel of property and the occupant of the parcel of property are jointly and severally liable for any violation of this section. There is a rebuttable presumption that the person named as owner of the property on the current assessment list of the state department of revenue is the owner of the property for purposes of this chapter.

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F. Any act which affects an entire community or neighborhood or any considerable number of persons (as specified in subsection (a)(1) of this section) is no less a nuisance because the extent of the annoyance or damage inflicted upon individuals is unequal.

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8.12.060 - 8.12.070 – Reserved.

8-12-100 - Penalty

A. Unless otherwise specified by the provisions of this chapter, any person who violates the provisions of this chapter shall be deemed guilty of creating and maintaining a public nuisance, and upon conviction thereof shall be punishable by a fine for the first offense of not less than \$100.00 and not more than \$500.00. ~~or by imprisonment for a term not to exceed six months, or both.~~ The second offense shall be punishable by a fine of not less than \$300.00 and not more than \$500.00 or by imprisonment for a term not to exceed ~~six months~~ thirty days, or both. The third or subsequent offense shall be punishable by a fine of \$500.00 or by imprisonment for a term not to exceed ~~six months~~ ninety days, or both.

B. The court may order that in the city be authorized to abate the public nuisance if the property owner or occupant fails to do so, and that the costs incurred by the city in abating said nuisance shall be assessed to the real property and taxed as a special assessment against the same. Interest shall accrue at the rate of ten percent per annum from the date of the court's order.

C. Each day of failure to comply with the provisions of this chapter shall constitute a separate offense.

State Law reference— MCA 7-5-4207.

8.12.110 - Abatement and collection of costs.

The remedies specified in this section shall be in addition to all other remedies provided by law. When a public nuisance has not been voluntarily abated within the time specified in the notice to abate, the following procedure shall apply.

- (1) The city may bring an action in the city court to have the nuisance declared as such by the court and for an order enjoining the public nuisance or authorizing its restraint, removal, termination or abatement by the owner or the person who caused the nuisance or the person who allowed the nuisance to be caused or to continue, or an administrative officer, his authorized representative, a police officer, a code enforcement officer, a community service officer or any person under contract with the city to perform such services.
 - (2) The action to declare and abate a public nuisance shall be brought by the city in the name of the people of the city, by the filing of a complaint, which shall be verified or supported by an affidavit. Summons shall be issued and served as provided by state law for civil cases.
 - (3) Upon the filing of the complaint in such action, the judge may issue a temporary injunction.
 - (4) In such action evidence of the general reputation of the premises is admissible for the purpose of proving the existence of the nuisance.
 - (5) If the existence of the nuisance is established, an order of abatement shall be entered as part of the judgment in the case. The judge issuing the order may, in his or her discretion:
 - (a) confiscate all fixtures used on the premises to maintain the nuisance and either sell them and transmit the proceeds to the city general fund, destroy them, or return them to their rightful ownership;
 - (b) close the premises for any period not to exceed 1 year, during which period the premises shall remain in the custody of the court;
 - (c) allow the premises to be opened upon posting bond sufficient in amount to assure compliance with the order of abatement. The bond shall be forfeited if the nuisance is continued or resumed.
- or
- (d) any combination of the above.
- (6) A notice of appearance shall be served with the summons and complaint. The appearance date shall be not less than twenty-one days from the date of service. The trial shall be held upon the appearance date, unless the court grants a continuance for good cause shown.
 - (7) The respondent shall file a response on or before the appearance date set forth in the notice of appearance.
 - (8) Upon the date and at the time set for appearance and trial, if the respondent has filed no response and fails to appear and if the city proves that proper service was made on the respondent at least twenty-one days prior to the appearance date, the court may grant such orders as are requested by the city; except that, the court shall order that enforcement by the city be stayed for ten days and that a copy of the court's order be

mailed to the respondent at his last known address. Failure to appear on any other date set for trial shall be grounds for entering a default and judgment thereon against a non-appearing party. For good cause shown, and prior to enforcement, the court may set aside an entry of default and judgment entered thereon.

(9) The judgment of the city court may be appealed to the district court.

(10) The procedure for determining the cost of abatement of a public nuisance will be as follows:

- a. Code enforcement staff will secure a contract for removal of the nuisance by following the usual city procurement process.
- b. Code enforcement staff will coordinate the abatement project with contractor, and oversee the work being performed.
- c. After the city mayor or his designee and the code enforcement staff have approved the final bill it will be forwarded to the city finance department for payment.
- d. A copy of approved bill(s) and proof of disbursement is placed in the code enforcement file maintained by code enforcement staff. These documents, along with the itemized abatement expense report are used to determine the total cost of abatement for the property. Costs that may be included on the abatement expense report are shown in subsection (7) h below. The abatement expense report is then certified and transmitted to the finance department for approval of assessment on the real property being abated.
- e. The property owner will then be sent an abatement expense report for the subject property and be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as nonpayment of property taxes. The interest fee will be waived for any payments made within thirty days of notice.
- f. A summary listing of the assessments, tax codes, and property owners will be kept by the clerk and recorder through August 31st of each year, and the list shall be presented to the department of revenue for billing on the next real property tax statement.
- g. A special abatement fund will be established to account for costs, collections, and transactions necessary to the efficient operation of the program. Assessment funds collected are returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.
- h. The city shall determine the actual costs of cleanup and involuntary abatement actions and document such costs. The following expenses will be assessed as the actual costs of abatement of a nuisance condition:
 1. Code Enforcement staff time/mileage/other costs.
 2. Police department staff time/mileage.
 3. Other involved city staff time/mileage/other cost.
 4. Postage/mailing costs.

5. Other direct costs associated with abatement.
6. The statutory judgment interest rate of ten percent per annum computed on above costs which will be waived if the total cost of abatement is paid by the property owner within thirty days of notice.
- i. The code enforcement staff has the discretion to coordinate and incur reasonable costs and services necessary for the safe, effective, and efficient cleanup of designated involuntary abatement properties. The code enforcement staff will notify the city mayor or his designee before any additional contracted costs in excess of one thousand dollars are incurred.

Chapter 8.13 – FIREWORKS (Prior code § 8.16)

Sections:

Footnotes:--- (1) ---

Editor's note— *Ord. No. 011-06, adopted May 17, 2011, amended Ch. 8.16 in its entirety and enacted similar provisions as set out herein. The former Ch. 8.16 derived from prior Code §§ 9.08.050 and 9.08.060; and Ord. 1006, adopted in 1991.*

• 8.13.010 - Prohibited except in certain areas.

The discharge, firing or use of firecrackers, rockets, torpedoes, Roman candles, or other fireworks or substances designed or intended for pyrotechnic display or demonstration within the city is prohibited; except as provided in this chapter. The mayor may at any time permit a public display or fireworks under such conditions as he/she may prescribe.

(Prior code § 9.08.050)

(Ord. No. 011-06, 5-17-2011)

• 8.13.020 - Sale prohibited in city limits.

It is unlawful for any person to offer for sale, expose for sale, or sell at retail or wholesale, within the corporate limits of the city, any fireworks of any nature whatsoever.

(Ord. 1006, 1991; prior code § 9.08.060)

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(Ord. No. O11-06, 5-17-2011)

• **8.13.030 - Discharging dates and times.**

1.The discharge of fireworks within the city limits of Laurel is prohibited except as follows:

A. July 2 from 8:00 a.m. until 11:59 p.m.;

B. July 3 from 8:00 a.m. until 11:59 p.m.;

C. July 4 from 8:00 a.m. to 12:30 a.m. on July 5; and

D. December 31 from 10 p.m. until 12:30 a.m. on January 1.

2.The mayor, or designee, shall determine if there are special circumstances that warrant the discharge of fireworks not provided for in this section, and authorize such use if the circumstance is community wide and of national, state and local significance.

3.Professional Fireworks Displays Using Display Fireworks. Public displays of fireworks by a licensed, bonded pyrotechnic operator are exempt from this section. Permits for any public display by a licensed bonded pyrotechnic operator from the mayor are required to conduct a public fireworks display. "Display fireworks" means an aerial shell, salute, flash shell, comet, sky battle, mine, and any similar 1.3g (display fireworks) and 1.4g (consumer fireworks) explosive as defined by the U.S. Department of Transportation in Part 173, Title 49, Code of Federal Regulations.

(Ord. No. O11-06, 5-17-2011)

• **8.13.040 - Possession illegal.**

1.Possession of fireworks not allowed to be sold or discharged by the state of Montana is illegal.

2.It shall be unlawful for any parent, guardian, or custodian of any child, the child being age twelve or younger, to permit or consent to the possession or discharge by the child of any fireworks as defined herein, unless that parent, guardian or custodian be in direct supervision of the child at the time of discharge. For purposes of this section "direct supervision" means the overall direction and control of an individual and requires the individual furnishing direct supervision to be present and immediately available to furnish assistance while he or she is in possession of or is discharging any and all fireworks. Direct supervision also requires the individual directly supervising to control the application of flame or other means of discharge of the firework and must be no greater than 10 feet away from the individual being directly supervised at time of the firework's discharge.

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(Ord. No. O11-06, 5-17-2011)

• **8.13.050 - Permissible fireworks.**

Shall be the same as those authorized by the State of Montana.

(Ord. No. O11-06, 5-17-2011)

• **8.13.060 - Littering illegal.**

It shall be illegal for anyone to leave debris from discharged fireworks on any public place including, but not limited to, parks, sidewalks, streets, and alleys, or on private property not owned by the individual discharging the fireworks.

(Ord. No. O11-06, 5-17-2011)

• **8.13.070 - Enforcement.**

1. City police officers shall enforce this chapter.

2. Any police officer charged with enforcing this chapter may:

A. Issue a notice to appear to Laurel City Court for violations of this chapter; and/or

B. Seize fireworks that are offered for sale, sold, or in the possession of any individual in violation of this chapter.

3. Any person who violates these rules and regulations shall be guilty of a misdemeanor and subject to the following fines:

° 1st offense—Two hundred fifty dollars;

° 2nd offense—Three hundred fifty dollars;

° 3rd offense and higher—Five hundred dollars.

(Ord. No. O11-06, 5-17-2011)

• **8.13.080 - Fireworks prohibited on all city or public property.**

Fireworks may not be discharged in or on any park, city or public property.

(Ord. No. O11-06, 5-17-2011)

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• Chapter 8.14 - MISCELLANEOUS FIRE PROTECTION REGULATIONS^[2]

Sections:

Footnotes:

--- (2) ---*Editor's note— Ord. No. 010-03, adopted Aug. 17, 2010, amended Ch. 8.20 in its entirety and enacted similar provisions as set out herein. The former Ch. 8.20 derived from Ord. 926, adopted in 1987; and prior code §§ 9.08.010 and 9.08.020.*

• 8.14.010 - Bonfires prohibited.

A. Except as provided hereinbelow, no person shall build, kindle, ignite, maintain or allow any bonfire, rubbish fire, or any other open fire on any property within the city limits of the city.

B. The city fire chief may allow a special permit to a public agency to ignite and maintain a recreational-type bonfire only, within city limits. The agency shall first apply to the fire chief for such permit pursuant to Section 105.6.30 of the International Fire Code which is adopted by the city. As a condition of granting the permit, the fire chief may require that the city fire department shall stand by, at and during the recreational bonfire for which the permit is granted. The permit holder shall abide by all provisions and stipulations on the permit and obtain a Yellowstone County Open Burning Permit.

C. The city fire chief may allow an open burning permit for agricultural purposes to any person(s) requesting such. The permit holder shall abide by all provisions and stipulations on the permit and have obtained a Yellowstone County open burning permit.

D. Approved or purchased outdoor fireplaces may be used per manufacturers' specifications and in accordance with Section 307 of the International Fire Code as adopted by the city. No pit fires shall be allowed. Under the provision of MCA 50-63-103, you are liable for any and all fire suppression costs and damages resulting from an escaped or uncontrollable fire. Items prohibited to burn can be found attached to ordinance.

E. The city council may from time to time by resolution, establish or change a fee to be paid to the city by the applicant, at the time of application for a special bonfire permit.

(Ord. No. 10-03, 8-17-2010)

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• **8.14.020 - Careless conduct in smoking.**

A. Any person who, by reason of careless, willful or wanton conduct in smoking, or in the use of lighters or matches for smoking, sets fire to any bedding, carpet, curtains, drapes, furniture, household equipment or other goods or chattels or to any building, shall be fined in accordance with the penalties provided in Section 1.36 of the Laurel Municipal Code, or prosecuted under any other appropriate law.

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B. "Careless conduct in smoking" includes, as used herein, any of the following acts, commissions, or omissions: permitting a spark from a lighted cigar, cigarette or pipe to fall upon or into anything flammable; placing any lighted smoking material on or about or in close proximity to any flammable article; falling asleep with lighted smoking material of any kind at hand; throwing lighted smoking material out of a window or into an elevator pit or elsewhere other than in a proper receptacle therefor; dropping a lighted cigarette or cigar or part thereof into a mail chute in any building; failure to extinguish the fire of a match or any kind of lighter device after use of the same; failure to destroy the lighted part of a cigar or cigarette when disposing of it; failure to destroy the burning smidgen or smidgens of tobacco from a pipe when cleaning or unloading a pipe.

C. A plainly printed notice of the provisions of this section shall be posted in a conspicuous place in every sleeping room of every hotel, rooming house, tourist home, tourist court or other place renting rooms for the accommodation of the public. Such notice shall be posted by the owner, proprietor, or managing agent of such establishment.

(Ord. No. 10-03, 8-17-2010)

Chapter 8.24 - NOXIOUS WEEDS

Sections:

8.24.010 - Definition.

"Noxious weeds" means non-native plants that have become established or that may be introduced in the state. These Noxious Weeds may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses. These plants are designated as "Noxious" by rule of the Montana Department of Agriculture or as a District Noxious Weed by the Yellowstone County Weed Board. all rank vegetable growth of every kind and nature, including but not limited to dandelions and all weeds known as Canada thistle, Scotch bull thistle, Russian thistle, sow thistle, quack grass, leafy spurge (euphorbia esula or euphorbia virgato), field bindweed, Russian knapweed (centaurea picris), hoary cress (lapidium draba, lapidium repens, and humenophysa pubesens), dodder or any similar unwanted vegetation over eight inches in height.

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“Owner” means the title owner(s), representative(s) of any title owner, occupant(s), contract purchaser, or any other person or representative of any entity which holds a legal or equitable interest in any parcel.

(Prior code § 8.08.010)

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No owner ~~or owners~~ of any ~~parcel, lot, place~~ or area within the city, or agent of such owner, ~~or owners~~, shall permit noxious weeds on such ~~parcel, lot, place~~ or area and one-half of any road, ~~alley~~ or street ~~lying abutting next to such property abutting~~ thereon. The existence of such noxious weeds shall constitute a public nuisance.

(Prior code § 8.08.020)

8.24.030 - Notice to destroy.

- A. Whenever noxious weeds are found to exist upon any premises within the city, the city shall notify the owner of the property or, if no such person can be found, the person in control of the premises.
- B. The notice shall state that the existence of such noxious weeds constitutes a public nuisance, and shall order the owners, or persons in charge, to exterminate or remove all such weeds on any ~~parcel, lot, place~~ or area within the city limits and upon one-half of any adjacent ~~road, street, or road~~ alley. The notice shall further inform such property owners, or their agents, that upon their failure to remove or exterminate such weeds within a specified time, the city may proceed to have such weeds removed or exterminated and assess the cost thereof to the property involved.
- C. Personal notice of the order shall be served. In case personal service cannot be obtained, then the notice shall be published in a ~~prominantly~~ prominently displayed advertisement, once a week for two weeks in a newspaper in the city, or if no such paper exists, in a newspaper within the county. The last date of publication shall be not less than seven days prior to the date upon which the city shall commence the removal of weeds from such property.

(Prior code § 8.08.030)

8.24.040 - Noncompliance—City action.

Upon the failure, neglect or refusal of any owner or owners, or agent thereof, to exterminate or remove noxious weeds growing, ~~lying~~ lying, or located upon the property of the owner or upon one-half of any road, ~~alley~~, or street ~~lying next to abutting~~ the ~~lands~~ parcel before the date specified in the notice, the ~~engineer or other responsible~~ city official may exterminate or remove such noxious weeds. Such official shall report to the city clerk-treasurer the cost of such extermination. The city clerk-treasurer shall make an additional charge of ten percent to cover administrative costs. The total costs shall be assessed against the ~~lot or~~ parcel of land from which or ~~adjoining abutting road, street, or alley~~ which the noxious weeds have been exterminated or removed. The city clerk-treasurer shall cause the aforesaid costs to become a lien against the property involved.

~~(Ord. 97-2 § 4 (part), 1997; prior code § 8.08.040)~~

8.24.050 - Violation—Penalty.

Any person violating a provision of this chapter shall, upon complaint and conviction thereof, be punished by a fine not exceeding five hundred dollars.

~~(Prior code § 8.08.050)~~

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

Introduced and passed on first reading at a regular meeting of the City Council on ~~September 28~~, 2021, by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading this ____ day of _____, 2021, upon motion of Council Member _____.

APPROVED BY THE MAYOR this ____ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Ordinance No. O21-~~04~~ LMC Title 8 Health and Safety Amendments

File Attachments for Item:

10. Draft City Council Agenda of October 12, 2021.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, OCTOBER 12, 2021
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R18-XX

NEXT ORD. NO.
O18-XX

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

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

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of September 28, 2021.

Correspondence

2. Building Department Monthly Reports - September 2021

Council Disclosure of Ex Parte Communications

Public Hearing

3. Public Hearing - Title 8

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.*

4. Claims entered through October 8, 2021.
5. Clerk/Treasurer Financial Statements for the month of January 2021.
6. Clerk/Treasurer Financial Statements for the month of February 2021.
7. Approval of Payroll Register for PPE _____ totaling \$_____.

Ceremonial Calendar

Reports of Boards and Commissions

8. Budget/Finance Committee Minutes of September 28, 2021.
9. Cemetery Commission Minutes of May 18, 2021.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

10. Resolution - A Resolution Of The City Council Authorizing The Mayor And City Clerk To Execute An Underground Gas Pipeline Easement For Northwestern Corporation D/B/A Northwest Energy For The Purpose Of Constructing, Operating, And Maintaining An Underground Pipeline To Be Installed And Located Under The City's Riverside Park.
11. Resolution - A Resolution Approving Zone Changes For Property Owned By Northwestern Corporation D/B/A Northwestern Energy Located Near Lindy Lane Within The City Of Laurel's Zoning Jurisdiction.
12. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With "In Control, Inc." To Prepare A Pre-Engineering Survey For The City's Water Treatment Plant.
13. Resolution - A Resolution Authorizing The Mayor To Execute A Contract With SR Landscaping, Inc. For Installation Of An Automatic Water Sprinkler System At The City Water Plant.
14. Resolution - Resolution Of Annexation And Zoning For Property Located At 810 West 7th Street, As An Addition To The City Of Laurel, Yellowstone County, Montana.
15. Ordinance No. O21-04: An Ordinance Amending Certain Chapters Of Title 8 Of The Laurel Municipal Code Relating To Health And Safety Matters, Including Nuisances For The City Of Laurel.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

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

Council Discussion

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

Mayor Updates

Unscheduled Matters

Adjournment

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

DATES TO REMEMBER