



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 05, 2023
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. Laurel Skate Park Presentation

Executive Review

2. Resolution - A Resolution Of The City Council Declaring Certain City Of Laurel Property (Firearms And Related Equipment) As "Surplus" Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.
3. Resolution - A Resolution Of The City Council Approving Rutt Variance Request LZV-23-01.
4. Resolution - A Resolution Of The City Council Authorizing The Additional Extension Of Approval Of Application For Special Review For J. Johnson Properties Pursuant To Resolution Nos. R22-07 And R23-05.
5. Resolution - A Resolution Of The City Council Authorizing The Placement Of A Stop Sign On The Corner Of Cedar Avenue And S. 4th Street.
6. Resolution - A Resolution Of The City Council Authorizing The Placement Of A Stop Sign On The Corner Of Idaho Avenue And E. 6th Street.
7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Randall Contracting.
8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Tel Net Systems, Inc.
9. Ordinance - An Ordinance Amending Sections 13.01.010 (Adoption) And 13.01.020 (Updated References) Of The Laurel Municipal Code Related To The Adoption Of The International Fire Code.

Council Issues

Other Items

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:

2. Resolution - A Resolution Of The City Council Declaring Certain City Of Laurel Property (Firearms And Related Equipment) As “Surplus” Available For Sale Or Trade To The Public Or Other Governmental Entities Or Vendors.

RESOLUTION NO. R22-_____

**A RESOLUTION OF THE CITY COUNCIL DECLARING CERTAIN CITY OF
LAUREL PROPERTY (FIREARMS AND RELATED EQUIPMENT) AS “SURPLUS”
AVAILABLE FOR SALE OR TRADE TO THE PUBLIC OR OTHER
GOVERNMENTAL ENTITIES OR VENDORS.**

WHEREAS, the City of Laurel has inventoried firearms, related equipment, and other items (hereinafter “the surplus property”) that are no longer of use to the City; and

WHEREAS, in accordance with Mont. Code Ann. § 7-8-420(1), the City of Laurel City Council has the authority to sell or otherwise dispose of the property by declaring it surplus; and

WHEREAS, the surplus property shall be offered to the public for sale or utilized by the City for purposes of trade or sale to obtain new equipment or property for use by the City of Laurel.

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

1. The City of Laurel City Council declares certain property identified as firearms and related equipment as “surplus property” pursuant to Montana law; and
2. The Mayor and City Staff are authorized to dispose of the surplus property through public sale or trade with any governmental entity or group in order to obtain new property for City use.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of _____, 2023.

APPROVED by the Mayor the _____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

3. Resolution - A Resolution Of The City Council Approving Rutt Variance Request LZV-23-01.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL APPROVING RUTT VARIANCE
REQUEST LZV-23-01.**

WHEREAS, on July 30, 2023, property owner Jon Rutt submitted a Variance Request (hereinafter “the Variance” or “Rutt Variance Request LZV-23-01”) on behalf of his business (Culligan) (hereinafter “the property”) to expand the storage/warehousing component of the business to vacant property located at 614 West First Street (hereinafter “the Application”);

WHEREAS, the legal description of the property is YOUNGS SECOND SUBDIVISION, S09, T02 S, R24 E, BLOCK 6, EAST 90 FT LTS 11-15 (17);

WHEREAS, historically, the City of Laurel Central Business District (hereinafter “the CBD”) allowed for storage/warehousing, but the Laurel Municipal Code has since been modified to remove storage as a conforming use in the CBD;

WHEREAS, the Application and supporting Information was submitted by the Property Owner on July 30, 2023;

WHEREAS, the Application was heard by the Planning Board and Zoning Commission (hereinafter “the Zoning Commission”) on August 16, 2023;

WHEREAS, the Zoning Commission found that the Application and supporting documentation were sufficient for review;

WHEREAS, the Zoning Commission found that the history of the ownership, expansion of the business, and the Laurel Municipal Code (as amended) are relevant to this situation;

WHEREAS, the Zoning Commission found that the denial of the variance request would constitute an unnecessary and unjust invasion of the right of property; this is based upon the fact that there are a number of other businesses in the CBD that have a warehousing/storage components that cross lot boundaries;

WHEREAS, the Zoning Commission found that the grant relates to a condition or situation special and peculiar to the applicant; this is based on the history of the growth and expansion of the business at the location and crossing lot and public right-of-way boundaries;

WHEREAS, the Zoning Commission found that the basis is something more than a mere financial loss to the owner as the standard (if applied to all similar properties in the CBD) would have devastating impacts on all of the owners in the CBD;

WHEREAS, the Zoning Commission found that the hardship was created by someone other than the owner;

WHEREAS, the Zoning Commission found that the Variance is within the spirit, intent, purpose, and general plan of the LMC; the intent of the LMC is to ensure compatible land uses that are mutually beneficial;

WHEREAS, the Zoning Commission found that the Variance would not affect adversely or injure or result in injustice to others; in fact, approval of the Variance restores rights enjoyed by others in the CBD that are denied this owner;

WHEREAS, the Zoning Commission found that the property owner did not own the property prior to the amendment of the Regulations prohibiting warehousing/storage;

WHEREAS, the Zoning Commission has conducted a Public Hearing on the Application, weighed the evidence, prepared Findings and Conclusions as required by the LMC; and

WHEREAS, the Zoning Commission has concluded that the preponderance of the evidence standard associated with the Rutt Variance Request LZV-23-01 rises to the level of the DO APPROVE recommendation and forwards the same to the Laurel City Council for FINAL DECISION and recommends approval of the Variance.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the Rutt Variance Request LZV-23-01 is hereby approved.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2023.

APPROVED by the Mayor on the _____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

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City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Planning Board and Zoning
Commission

ZONING COMMISSION REPORT LZV-23-01
Rutt Variance Request
August 24, 2023

Background:

On July 30, 2023, Jon Rutt submitted a variance request on behalf of his business (Culligan) to expand the storage/warehousing component of the business to vacant property located at 614 West First Street. Historically, the Laurel Central Business District (CBD) allowed for storage/warehousing, but the Code was modified, and storage was removed as a conforming use in the District. The property was acquired on October 30, 2015.

Legal Description:

YOUNGS SECOND SUBDIVISION, S09, T02 S, R24 E, BLOCK 6, EAST 90 FT LTS 11-15 (17).

Applicable Sections Laurel Zoning Regulations, Title 17 LMC.

17.04.030 - Scope.

- A. This title applies to all lands in the incorporated limits of the city; and any additional territory authorized by either state statutes or the county commissioners.
- B. In their interpretation and application, the provisions of this title may be regarded as the minimum requirements for the protection of the public health, safety, comfort, prosperity and welfare;
- C. This title is not intended to abrogate or annul any building permit, certificate of occupancy, variance or other lawful permit issued prior to the effective date of the ordinances codified in this title.

17.08.720 - Lot, record.

"Record lot" means land designated as a separate and distinct parcel on a legally recorded subdivision plat or in a legally recorded deed filed in the records of Yellowstone County, Montana.

17.08.740 - Lot, zoning.

"Zoning lot" means a tract of land occupied or to be occupied by a principal building and its accessory buildings, together with such open spaces and yards as are required under the provisions of this title, having not less than the minimum area required by this title for a zoning lot in the district in which such land is situated and having its principal frontage on a street or a permanent, exclusive, nonobstructed easement of access or right-of-way to a street, not less than twenty feet wide. A "zoning lot" need not necessarily coincide with a "record lot" as herein defined.

17.08.790 - Nonconforming use.

The use of a building or other structure or of a tract of land which does not conform to the use or regulations of this title for the district in which it is located, either at the effective date of the ordinance codified in this title, or as a result of subsequent amendments which may be incorporated into this title.

17.08.880 - Principal use.

"Principal use" means the primary or predominant use to which the property is or may be devoted, and to which all other uses on the premises are accessory.

17.08.1200 - Variance.

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

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.

Table 17.20.010

	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		

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
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	

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
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		

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
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
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

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
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	AA		
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		

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
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	

Table 17.20.010

	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 drycleaning plants							A	A	

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
Laundries, steam pressing, drycleaning 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		

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
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
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					

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
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	

Table 17.20.010

	AG	RP	NC	CBD	CC	HC	LI	HI	P
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

17.08.1200 - Variance.

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

17.60.020 - Land use variances issuance and denial—Determination procedure.

- A. It shall be the duty of the zoning commission to authorize, upon appeal in specific cases, such land use variances from the terms of the zoning ordinances as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinances or regulations will result in unnecessary hardship, and so that the spirit of the ordinances shall be observed and substantial justice done. The zoning commission shall, after a public hearing, make a recommendation to the mayor and council concerning the land use variance application.
- B. The zoning commission shall not recommend that land use variances be granted:
 - 1. Unless the denial would constitute an unnecessary and unjust invasion of the right of property;
 - 2. Unless the grant relates to a condition or situation special and peculiar to the applicant;
 - 3. Unless the basis is something more than a mere financial loss to the owner;
 - 4. Unless the hardship was created by someone other than the owner;
 - 5. Unless the variance would be within the spirit, intent, purpose and general plan of this title;
 - 6. Unless the variance would not affect adversely or injure or result in injustice to others; and
 - 7. Ordinarily unless the applicant owned the property prior to the enactment of this title or amendment.

17.76.030 - Planning director—Powers and duties.

- A. The planning director shall supervise and facilitate the processing of applications for amendments to the official zoning map, special review applications, and requests for variances. Further, it shall be his responsibility to present any applications or requests to the appropriate board or commission.
- B. It shall further be the responsibility of the planning director to aid the various boards, commissions and departments in transmitting recommendations, records and reports to the city council and to otherwise promote procedural regularity in the administration of this title.
- C. The planning director shall not have authority to act in any final reviewing capacity and any question as to interpretation or enforcement shall be determined by the appropriate board, commission or department.

Process:

- The Application and supporting Information was submitted on July 30, 2023
- The application was heard by the Planning Board and Zoning Commission on August 16, 2023.

- The Application is forwarded to the City Council with a “DO APPROVE” recommendation based on the following findings and conclusions:

Standard of Review:

- The Zoning Commission Finds that the application and supporting documentation are sufficient for review;
- The Zoning Commission Finds that the history of the ownership, expansion of the business, and the Laurel Municipal Code as amended are relevant to this situation;
- The Zoning Commission Finds that the denial of the variance request would constitute an unnecessary and unjust invasion of the right of property. This is based on the fact that there are a number of other businesses in the CBD that have a warehousing/storage component that cross lot boundaries;
- The Zoning Commission Finds that the grant relates to a condition or situation special and peculiar to the applicant. This is based on the history of the growth and expansion of the business at the location and crossing lot and public right-of-way boundaries;
- The Zoning Commission Finds that the basis is something more than a mere financial loss to the owner as the standard if applied to all similar properties in the CBD it would have devastating impacts on all of the owners in CBD – The regulations should be amended to correct this injustice;
- The Zoning Commission Finds that the hardship was created by someone other than the owner. In fact, the change to the LMC was initially intended to prohibit mini storage warehousing not storage associated with a conforming business in the CBD. Unfortunately, the text of the regulations does not support the stated intent of the amendment.
- The Zoning Commission Finds that the variance is within the spirit, intent, purpose and general plan of this title. The intent of the LMC is to ensure compatible land uses that are mutually beneficial. The Zoning Change that prohibiting storage/warehousing in the CBD associated with a conforming business was an UNINTENDED consequence.
- The Zoning Commission Finds that the variance would not affect adversely or injure or result in injustice to others. In fact, approval of the variance restores rights enjoyed by others in the CBD that are would be denied this owner;
- The Zoning Commission Finds that the property owner DID NOT own the property prior to the amendment of the Regulations prohibiting warehousing/storage. The Zoning was changed in 2015 and the property was acquired in 2016. It was noted that the property has been used as accessory to the conforming business for several years and the issue only identified when a new structure was proposed to house the ongoing use of the property for storage.

- Conclusions:

- The Laurel Planning Staff and/or Contracted Staff have complied with their duties and authorities under the LMC.
- The Zoning Commission has conducted a Public Hearing on the Application, weighed the evidence, prepared Findings and Conclusions as required by the LMC.
- The Zoning Commission concludes that the **Preponderance of Evidence** associated with the Rutt Variance Request LZV-23-01 rises to the level of the DO APPROVE recommendation and forwards same to the Laurel City Council for FINAL DECISION.

Respectfully submitted,

Judy Goldsby, President
Laurel – Yellowstone Planning Board and Zoning Commission

File Attachments for Item:

4. Resolution - A Resolution Of The City Council Authorizing The Additional Extension Of Approval Of Application For Special Review For J. Johnson Properties Pursuant To Resolution Nos. R22-07 And R23-05.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE ADDITIONAL
EXTENSION OF APPROVAL OF APPLICATION FOR SPECIAL REVIEW FOR J.
JOHNSON PROPERTIES PURSUANT TO RESOLUTION NOS. R22-07 AND R23-05.**

WHEREAS, the City of Laurel (hereinafter “the City”) previously approved the Application for Special Review (hereinafter “the Application”) for J. Johnson Properties (hereinafter “the Applicant”), pursuant to Resolution No. R22-07, on February 8, 2022;

WHEREAS, the City thereafter approved an extension of approval of the Application, pursuant to Resolution No. R23-05, on January 24, 2023;

WHEREAS, the approval of the Application was subject to conditions that have not yet been completed by the Applicant;

WHEREAS, the conditions included that “[c]onstruction of any improvements to the site and building must be completed within twelve (12) months of special review approval”;

WHEREAS, the conditions also specified that the Applicant could request an extension, if necessary;

WHEREAS, the Applicant needs additional time to complete the conditions, and the Applicant has requested an additional six (6) month extension from the City; and

WHEREAS, the City is agreeable to the Applicant’s request, by way of formally extending the provisions of Resolution Nos. R22-07 and R23-05 for an additional six (6) months from the date of this Resolution.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the terms and conditions of Resolution Nos. R22-07 and R23-05 are hereby extended by six (6) months from the date of this Resolution to allow the Applicant time to meet the conditions for approval of the Application for Special Review.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2023.

APPROVED by the Mayor on the _____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

5. Resolution - A Resolution Of The City Council Authorizing The Placement Of A Stop Sign On The Corner Of Cedar Avenue And S. 4th Street.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE PLACEMENT OF
A STOP SIGN ON THE CORNER OF CEDAR AVENUE AND S. 4TH STREET.**

WHEREAS, the City of Laurel (hereinafter “the City”), pursuant to the recommendations of City Staff, has determined that traffic flow necessitates the placement of a Stop Sign on the Corner of Cedar Avenue and S. 4th Street, in Laurel, Montana, in order to ensure safe and effective flow of traffic; and

WHEREAS, pursuant to LMC 10.08.010, the Laurel Chief of Police is authorized to “place and maintain traffic control devices” upon all City streets that are deemed necessary to regulate, warn, or guide traffic, under the direction of the City Council.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the Chief of Police and/or his designee is hereby authorized to place a Stop Sign on the Corner of Cedar Avenue and S. 4th Street, in order to regulate, warn, or guide traffic through that intersection.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2023.

APPROVED by the Mayor on the _____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

6. Resolution - A Resolution Of The City Council Authorizing The Placement Of A Stop Sign On The Corner Of Idaho Avenue And E. 6th Street.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE PLACEMENT OF
A STOP SIGN ON THE CORNER OF IDAHO AVENUE AND E. 6TH STREET.**

WHEREAS, the City of Laurel (hereinafter “the City”), pursuant to the recommendations of City Staff, has determined that traffic flow necessitates the placement of a Stop Sign on the Corner of Idaho Avenue and E. 6th Street, in Laurel, Montana, in order to ensure safe and effective flow of traffic; and

WHEREAS, pursuant to LMC 10.08.010, the Laurel Chief of Police is authorized to “place and maintain traffic control devices” upon all City streets that are deemed necessary to regulate, warn, or guide traffic, under the direction of the City Council.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the Chief of Police and/or his designee is hereby authorized to place a Stop Sign on the Corner of Idaho Avenue and E. 6th Street, in order to regulate, warn, or guide traffic through that intersection.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2023 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2023.

APPROVED by the Mayor on the _____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

7. Resolution - A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Randall Contracting.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
APPROVE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
RANDALL CONTRACTING.**

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

Section 1: Approval. The Independent Contractor Service Contract with Randall Contracting, for remodel work to be performed at City Hall for the move of the Laurel City Court, a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the _____ day of September, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of September, 2023.

APPROVED by the Mayor the _____ day of September, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 12th day of September 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Randall Contracting, a contractor licensed to conduct business in the State of Montana, whose address is P.O. Box 66, Laurel, MT 59044, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated August 2, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor fifteen thousand nine hundred forty-four dollars and no cents (\$15,944.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 12th DAY OF SEPTEMBER 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Randall Contracting

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

Randall Contracting

P.O. Box 66 • Laurel, MT 59044 • Ph: (406) 855-7825 • randallcontracting406@gmail.com

August 2, 2023

To: City of Laurel |

RE: 115 W. 1st Street
Laurel, Mt. 59044

Hello,

We calculated the cost for the work you requested. Thank you for the opportunity to bid on your remodel project. The scope of the work will consist of the following:

Conference Room Wall Remodel:

1. Remove the 6' French door and fill it with a wall.
2. Install 5/8" sheetrock on the new wall.
3. Tape, texture, and paint sheetrock to match existing walls.
4. Frame in standard size 3.0 interior pre-hung solid core door on the East side of the conference room remodeled wall
5. Frame in for a window on the West side of the conference room remodeled wall – (size to match the existing window in the license plate room.)
6. Remove the window from the license plate room and fill it in with sheetrock – tape, texture, and paint to match the existing walls.
7. Install the license plate room window in the conference room window opening.
8. Install counter under window opening. (the city will supply counter)

Electrical

1. Surface mount multiple new electrical outlets in the conference room.
2. Hook up power to the mini-split unit
3. Hardwire two workstations.

A/C Mini-Split in Conference Room

1. Install a DAIKIN 19 SEER INDOOR WALL MOUNTED HEAT PUMP
 - a. 12,000 BTU – 1-Ton – includes remote.
2. Install the outdoor unit on a metal rack on a 30" x 48" concrete pad located in the back of the building.

Interior Doors

1. R&R interior door hollow doors with solid core doors – 4 (total of 5 doors including the conference room remodeled wall door)
2. Note: Because of the weight of the solid core doors and for added security, replaced doors will be pre-hung doors with solid shims and extra-long screws behind the frame at the rough opening.
3. Install keyed handset hardware on each door

DUMP

1. Haul and Dispose of Demo Material

All the above work is to be completed substantially and professionally according to standard practices for the sum of Fifteen Thousand Nine Hundred Forty-Four Dollars. (\$15,944)

Thank you,

Randall Contracting

Customer Approval signed: _____ Date: _____

Randall Contracting: _____ Date: _____

File Attachments for Item:

8. Resolution - A Resolution Of The City Council Authorizing The Mayor To Approve An Independent Contractor Service Contract With Tel Net Systems, Inc.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
APPROVE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH TEL
NET SYSTEMS, INC.**

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

Section 1: Approval. The Independent Contractor Service Contract with Tel Net Systems, Inc., for cabling and conduit work to be performed at City Hall for the move of the Laurel City Court, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Tel Net Systems, Inc., on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of September, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of September, 2023.

APPROVED by the Mayor the _____ day of September, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 12th day of September 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Tel Net Systems Inc., a contractor licensed to conduct business in the State of Montana, whose address is 547 S. 20th St. W Suite 2, Billings, MT 59102, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated August 22, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor seven thousand two hundred seventy-five dollars and fifty-eight cents (\$7,275.58) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN
ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE
ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN
SEVERABILITY

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 12th DAY OF SEPTEMBER 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

Tel Net Systems, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer



Tel Net Systems Inc

547 S 20th St W Suite 2
Billings, MT 59102

Phone # 406-839-9975
Fax # 406-839-9980

accounting@telnetsystemsmt.com

547 S 20th St W Suite 2
Billings, MT 59102
telnetsystems@bresnan.net
406-839-9975 (O)
406-839-9980 (F)

Estimate

DATE	Estimate #
8/22/2023	7019

NAME / ADDRESS
State of Montana Department of Admin SITSD 125 North Roberts Helena, MT 59620

DESCRIPTION	QTY	COST	TOTAL
Laurel City Court 115 W. 1st St Laurel, MT 59044 Price to provide and install the following as requested in an e-mail from Damon Petersen "Laurel City Courts move" Dated: Aug 2, 2023, 8:22 AM. Attachment Laurel_City_Court_Floorplan(1).pdf: -Install (5) locations of duplex cabling -1 1/2" Conduit to Building to Building on exterior -Wiremold *NOTE: This does NOT include ANY of the following: -Conduit labor/materials -Core Drill labor/materials -Installation of OWNER PROVIDED equipment/devices AS PER MATTHEW @ TELNET SYSTEMS, ALL MATERIALS CONDUIT IS INCLUDED IN BID. BID IS NOT AN ESTIMATE AND WOULD COST EXACTLY AS LISTED DUE TO ON SITE INSPECTION & INSTALLATION PLAN WAS GENERATED FROM THAT VISIT. <i>Qmk</i> 8/22/23	1	7,275.58	7,275.58
TOTAL			\$7,275.58



Tel Net Systems Inc

547 S 20th St W Suite 2
Billings, MT 59102

Phone # 406-839-9975
Fax # 406-839-9980

accounting@telnetsystemsmt.com

547 S 20th St W Suite 2
Billings, MT 59102
telnetsystems@bresnan.net
406-839-9975 (O)
406-839-9980 (F)

Estimate

DATE	Estimate #
8/22/2023	7019

NAME / ADDRESS
State of Montana Department of Admin SITSD 125 North Roberts Helena, MT 59620

DESCRIPTION	QTY	COST	TOTAL
Laurel City Court 115 W. 1st St Laurel, MT 59044 Price to provide and install the following as requested in an e-mail from Damon Petersen "Laurel City Courts move" Dated: Aug 2, 2023, 8:22 AM. Attachment Laurel_City_Court_Floorplan(1).pdf: -Install (5) locations of duplex cabling -1 1/2" Conduit to Building to Building on exterior -Wiremold *NOTE: This does NOT include ANY of the following: -Conduit labor/materials -Core Drill labor/materials -Installation of OWNER PROVIDED equipment/devices AS PER MATTHEW @ TELNET SYSTEMS, ALL MATERIALS CONDUIT IS INCLUDED IN BID. BID IS NOT AN ESTIMATE AND WOULD COST EXACTLY AS LISTED DUE TO ON SITE INSPECTION & INSTALLATION PLAN WAS GENERATED FROM THAT VISIT. Qmk 8/22/23	1	7,275.58	7,275.58
TOTAL			\$7,275.58

File Attachments for Item:

9. Ordinance - An Ordinance Amending Sections 13.01.010 (Adoption) And 13.01.020 (Updated References) Of The Laurel Municipal Code Related To The Adoption Of The International Fire Code.

ORDINANCE NO. 023-_____

AN ORDINANCE AMENDING SECTIONS 13.01.010 (ADOPTION) AND 13.01.020 (UPDATED REFERENCES) OF THE LAUREL MUNICIPAL CODE RELATED TO THE ADOPTION OF THE INTERNATIONAL FIRE CODE.

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, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 13.010.010 and 13.010.020, as noted herein, and hereby recommends the same to the City Council for their full approval.

13.01.010 Adoption.

The City of Laurel hereby adopts by reference per MCA 7-5-4202(1) and 7-33-4208 the International Fire Code, 2021~~12~~ edition as modified by the Administrative Rules of Montana (ARM) 23.12.601 (1) through (5), and 23.12.603, 23.12.605 as the ~~F~~ire ~~C~~ode of the ~~C~~ity of Laurel. It regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; provides for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions, and terms of said ~~F~~ire ~~C~~ode on file in the office of the Laurel City Clerk-~~Treasurer~~ are hereby referred to, adopted, and made a part hereof, as if fully set out, with the additions, insertions, deletion and changes, if any, set by ordinance.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01 § 5, 2-24-2015; Ord. No. 021-01, 1-26-2021)

13.01.020 Updated ~~R~~ferences.

The International Fire Code, 2021~~12~~ edition, as published by the International Code Council as referenced in section 13.01.010 of this ~~C~~hapter, may be amended by ~~R~~esolution or ~~A~~administrative ~~O~~order of the ~~M~~ayor.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01, § 5, 2-24-2015; Ord. No. 021-01, 1-26-2021)

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 the _____ day of _____, 2023, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the _____ day of _____, 2023, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the _____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney