



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 02, 2022
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. Appointment of Justin Harris and Matthew Tygart to the Laurel Volunteer Fire Department.
2. Appointment of Richard Herr to the City County Planning Board for the remainder of a two-year term ending June 30, 2023.
3. Motion to allow Council Member Wheeler to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)

Executive Review

- 4.
5. Resolution - Resolution Of Annexation And Zoning For Approximately One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Initial Zoning Designation.
6. Ordinance No. O22-01: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building, Energy Conservation, And Swimming Pool And Spa Codes For The City Of Laurel As Required By The State Of Montana
7. Ordinance No. O22-02: An Ordinance Amending Section 1.28.040 Of The Laurel Municipal Code Relating To Technical Codes For The City Of Laurel

Council Issues

8. Water Plant Update.

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:

1. Appointment of Justin Harris and Matthew Tygart to the Laurel Volunteer Fire Department.



LAUREL FIRE/EMS

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

City of Laurel
PO Box 10
Laurel, Mt. 59044

July 25, 2022

Mayor and Laurel City Council,

The following have been selected by the members of the Laurel Volunteer Fire Department/ Association to become volunteers.

Firefighter

Justin Harris
Matthew Tygart

Both Mr. Harris and Mr. Tygart has been selected unanimously by the Department, approved by the Chief of the Department, and are seeking your appointment.

Brent Peters
Fire Chief
Laurel Volunteer Fire Department

File Attachments for Item:

2. Appointment of Richard Herr to the City County Planning Board for the remainder of a two-year term ending June 30, 2023.

Mayor Dave

I would like to be considered
for the seat on City County Planning Board

Thanks

Rick Herr.

File Attachments for Item:

4.

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SOUTH 4TH STREET PUBLIC ROADWAY IN THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

RAILROAD 1ST SUBDIVISION

RAILROAD MILEPOST 0.50
DOT# 104001W

AGREEMENT, made this ____ day of _____, 2022 (the "Effective Date"), between the CITY OF LAUREL, a Municipal Corporation of the State of Montana, hereinafter referred to as "CITY", and MONTANA RAIL LINK, INC., a Montana Corporation, hereinafter referred to as "RAILROAD":

WITNESSETH:

WHEREAS, RAILROAD has entered into a long-term lease with the Burlington Northern Railroad Company, a successor in interest to the Northern Pacific Railway Company, now known as the BNSF Railway Company ("BNSF"), to operate a railway company and maintain railroad tracks and infrastructure on the said RAILROAD right of way;

WHEREAS, a public roadway easement was granted by the Northern Pacific Railway Company on July 26, 1961, to the State of Montana across the RAILROAD's right of way for the public roadway now known as South 4th Street, and said easement is found in the Records of Yellowstone County at Book 780 Deeds, Page 209;

WHEREAS, CITY, RAILROAD, and the Montana Department of Transportation ("MDT") have entered into those certain agreements dated April 26, 1999, and November 4, 2002, for construction, operation and maintenance of grade crossing signals at the grade crossing DOT# 104001W at South 4th Street;

WHEREAS, CITY desires additional public improvements to South 4th Street, and the RAILROAD is amenable to these improvements as shown on the map attached and marked as Exhibit "A";

WHEREAS, the parties desire that all future South 4th Street construction, reconstruction, and maintenance projects on RAILROAD's right of way be built in accordance with plans and specifications to be prepared by CITY and approved by RAILROAD;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the contemplated roadway improvements;

WHEREAS, the CITY will own and maintain the roadway and related appurtenances, including trails, sidewalks, drainage features, crossing signals, and traffic signals;

WHEREAS, the parties agree the RAILROAD will continue operating and maintaining its tracks and appurtenances along with maintaining grade crossing warning devices by agreement(s) and by the Administrative Rules of Montana;

NOW, THEREFORE, in consideration of the premises herein contained, the parties agree:

I

CITY or its Contractor will construct, or cause to be constructed, improvements to Griffin Drive in compliance with plans developed by CITY or its engineers and approved by the RAILROAD and approved as necessary under CITY's said agreement with MDT (within its urban route). Nothing herein shall be construed or deemed to be a ratification or an adoption by the RAILROAD of any construction plans and specifications as its own. CITY will gain RAILROAD's agreement for material changes to the project plans affecting the RAILROAD's right of way occurring after this agreement is signed

The CITY will present the attached Exhibit "C", Contractor Requirements for Work on the Right of Way of the RAILROAD, to its contractors for any maintenance or reconstruction work on the roadway or appurtenances thereto. The CITY 's contractor will comply with all aspects of this attachment. There will be no equipment, manpower or work on the right of way of the RAILROAD prior to approval by the RAILROAD. **The CITY's contractor(s) will telephone the RAILROAD's Communication Network Control Center at (800) 338-4750** (a 24-hour number), and Utilities Underground Location Center **(800) 424-5555**, to determine if underground utilities or communication facilities are buried anywhere in the area.

Should it become necessary for the RAILROAD to obtain the services of a consultant engineer or a contractor after this agreement is completed, and due to any exigency of the RAILROAD and the project, the CITY and the RAILROAD will mutually agree, in writing, as to the area of need and the RAILROAD's selection of a consultant or contractor.

II

CITY and the RAILROAD will perform various items of work as follows:

PART A

WORK TO BE PERFORMED BY CITY (OR ITS CONTRACTOR) AT CITY EXPENSE:

1. Except as herein provided, furnish all plans, engineering, supervision, labor, materials, supplies, and equipment necessary for construction of the project, complete in all details.
2. Perform all work not specifically mentioned as work performed by the RAILROAD necessary to complete the project in accordance with the plans and specifications.

3. Any work or modification which, under this agreement, may be performed by the Contractor will nevertheless be the obligation of the CITY, and the RAILROAD will be entitled to look to the CITY for full performance thereof.
4. CITY will provide the attached Exhibit "C" "Requirements for Contractors, Public Employees, and Private Individuals (Hereinafter Referred to as Contractor) When Working on the Railroad's Right of Way" to its Contractor. The CITY's Contractor will comply with all aspects of these attachments.
5. Submit all temporary traffic control plans affecting the RAILROAD's grade crossing to RAILROAD's Director of Engineering Jim Bieber at jbieber@mtrail.com for approval. Allow a minimum of three (3) days for RAILROAD's approval of submitted traffic control plans. Any temporary traffic control plans affecting the grade crossing must not plan to alter the active grade crossing warning system and must not utilize a Railroad's flagger to control vehicle traffic.
6. Construct a driveway approach across the sidewalk to RAILROAD's signal bungalow area.
7. CITY will pay for the purchase and delivery freight for new concrete surfaces (and end deflectors) for the two track crossings at DOT# 104001W. There will be a total of 65 track feet of concrete surface (two 32.5-foot-long) purchased.
8. Provide construction stakes, including offset stakes, as needed by RAILROAD, to mark the extents of the outer edges of trail surfaces, to facilitate installation of the concrete grade crossing surfaces.
9. Provide asphalt saw cuts in the asphalt roadway surface on both sides of the tracks at the grade crossing at five feet (5') from the nearest rail to accommodate removal of existing track structure and replacement with new track structures and concrete surfaces.
10. Dispose of asphalt removed to accommodate the new concrete crossing surfaces and maintain any temporary gravel surface in the roadway between the edges of asphalt saw cuts and the newly installed concrete surfaces at the grade crossing. Place asphalt patches in that area.
11. All temporary traffic controls, detours, notifications, temporary asphalt, and asphalt necessary for RAILROAD to complete their work will be the responsibility of the CITY. It is understood that the grade crossing will be fully closed to traffic for not more than one (1) day for railroad to complete its concrete crossing surface installation.
12. CITY's Contractor will cooperate with RAILROAD's forces and with RAILROAD's contractors to the maximum extent possible.

PART B1

WORK TO BE PERFORMED BY THE RAILROAD AT CITY'S EXPENSE:

1. Railroad Flagging. Provide railroad flagging protection during construction as deemed necessary by the RAILROAD.

PART B2

WORK TO BE PERFORMED BY THE RAILROAD AT RAILROAD'S EXPENSE:

1. RAILROAD will provide not less than five (5) days' notice of staking needs.
2. Provide at least five (5) days' notice of staking needs.
3. Provide engineering, supervision, labor, materials (except concrete surfaces and their freight), and equipment necessary for the installation of the new concrete crossing surface including upgrades to the track structure to accommodate the new surface.
4. Install concrete crossing surface materials, including upgraded track structure, to accommodate two 32.5-foot-long concrete surfaces in accordance with RAILROAD's current installation policies.
5. Dispose of track structure materials removed and not reused during construction of the new concrete surfaces at RAILROAD's cost.

PART C

SEQUENCE OF OPERATION:

1. The CITY, the RAILROAD, and the CITY's Contractor will meet at a mutually agreeable date and time. Meeting will be held at or near the grade crossing prior to any construction on RAILROAD's right of way.
2. The CITY, the RAILROAD, and the CITY's Contractor will meet at a mutually agreeable date and time at the project location to inspect the project when substantially completed within the RAILROAD's right of way but prior to the Contractor's demobilization of people and equipment.

III

All reconstruction, improvements, or maintenance work to be done by the CITY or its contractor on the RAILROAD's right of way will be done in a manner satisfactory to the RAILROAD and will be performed so as not to unnecessarily interfere with the movement of trains or traffic upon the track. The CITY will require its Contractor to take precautions to avoid damage to or interfere with the RAILROAD's track or trains and to notify the RAILROAD, as per Exhibit "C," whenever the contractor is about to perform work on, or adjacent to its track to enable the RAILROAD, upon proper notice from CITY's Contractor, to furnish flagging and other necessary protective services and devices to ensure the safety of railway operations. The RAILROAD can furnish such flagging and protective services and devices that, in its judgment, are necessary to ensure the safety of railway operations, and the CITY will reimburse the RAILROAD for the cost thereof. Whenever safeguarding of the trains or traffic of the RAILROAD is mentioned in this agreement, it is intended to include all permitted users of the RAILROAD's track.

The CITY, its contractors and subcontractors shall plan, schedule, coordinate and conduct all work so as not to cause any delay to any train.

IV

The RAILROAD will endeavor to submit on a regular basis progress bills for flagging and other protective services and devices during any work contemplated by this agreement. The progress bills will contain the dates and hours worked per day. The RAILROAD will submit a final and complete billing for flagging and other protective services within one hundred twenty (120) days after being notified of the completion of the project by the CITY. The attached Exhibit "C," which is made a part hereof, is a statement of conditions when flaggers, protective services and devices will be furnished by the RAILROAD. Railroad flagging will be billed separately from the services listed in Exhibit "B."

The RAILROAD will submit progress bills to the CITY during the progress of the work included in this agreement for the actual cost of services and expenses incurred by the RAILROAD. The estimated cost of the work, except flagging, to be performed under this agreement by the RAILROAD's forces at the expense of the CITY is shown on the detailed estimate attached as Exhibit "B" and made a part of this agreement. The RAILROAD has inspected the materials in the field prior to signing this agreement. The salvage value of materials to be retained by the RAILROAD is shown on the attached Exhibit "B". RAILROAD shall utilize its approved public projects billing rates and methods. The CITY will reimburse the RAILROAD for the actual cost and expenses incurred in connection with said work.

It is further agreed that the final and complete billing of all incurred costs will be made by the RAILROAD at the earliest practical date and that a final audit and review will be made by the CITY. Records are to be available to the CITY or their authorized representatives for audit during the contract period and for a period of three (3) years from the date of final payment.

V

All contracts between the CITY and its contractor, for the construction provided for on the roadway facility within the RAILROAD's right-of-way, shall include language that specifies the contractor is responsible to RAILROAD, including any of its affiliate RAILROAD companies, and its tenants for all damages for any unscheduled delay to any and all freight or passenger trains that is caused by the contractor's negligence, failure to comply with its requirements under this agreement, failure to properly coordinate its work with the RAILROAD or any cause not attributable to the RAILROAD, but arising from the contractor's activities that affect RAILROAD's ability to fully utilize its equipment and to meet customer service obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment and train service employees, contractual loss of incentive pay and bonuses, and contractual penalties resulting from train delays, caused by the Contractor, or its subcontractors performing work under the project identified herein.

It is understood and agreed that this section includes any RAILROAD expenses for delays arising from RAILROAD work necessitated by acts, omissions or negligence of the contractor or subcontractors. For loss of use, contractor will be billed the current freight train hour rate per train as determined from RAILROAD's record. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period. In addition to the above damages, passenger, U.S. mail trains, and certain other grain, intermodal, coal, special and freight trains operate under incentive/penalty contracts between RAILROAD and its customers. Under these arrangements, if RAILROAD does not meet its contract service commitment, RAILROAD may suffer loss of performance or incentive pay or be subject to a penalty payment. Contractor shall be responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by RAILROAD which are attributable to a train delay caused by or related to this project.

The contractual relationship between RAILROAD and its customers is proprietary and confidential. In the event of a train delay covered by this agreement, RAILROAD will share information relevant to any train delay to the maximum extent consistent with RAILROAD confidentiality obligations. Damages for train delay for certain trains could be as high as \$50,000.00 per incident.

VI

All contracts between the CITY and a contractor, for the construction provided for, or maintenance work on the roadway within the RAILROAD right of way, will require the contractor to indemnify, defend, and hold harmless the RAILROAD and any other railroad company occupying or using the RAILROAD's right of way, or line of RAILROAD, against all loss, liability and damage including attorney's fees arising from activities of the contractor, its forces or any of its subcontractors or agents, and will further provide that the contractor will carry insurance of the kind and amount hereinafter specified:

- A. Commercial General Liability Insurance** – This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following;
- *Bodily Injury and Property Damage
 - *Personal Injury and Advertising Injury
 - *Fire legal liability
 - *Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

*It is agreed that any workers' compensation exclusion does not apply to railroad payments related to the Federal Employers Liability Act or a railroad Wage Continuation Program or similar program and any payments made are

deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.

*The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILROAD's property.

No other endorsements limiting coverage as respects obligations under the Agreement may be included on the policy.

B. Business Automobile Insurance – This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

*Bodily injury and property damage

*Any and all vehicles owned, used, or hired

C. Workers Compensation and Employers Liability insurance including coverage for but not limited to:

*Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

*Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

A Certificate of Insurance must be provided to the RAILROAD prior to commencement of work.

D. Railroad Protective Liability insurance naming only the RAILROAD as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:

*Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)

*Endorsed to include the Limited Seepage and Pollution Endorsement

*Endorsed to remove any exclusion for punitive damages

*No other endorsements restricting coverage may be added

*The original policy must be provided to the RAILROAD prior to performing any work or services under this Agreement.

The RAILROAD is to be provided with a separate and individual Railroad Protective Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against RAILROAD for all claims and suits against RAILROAD. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against RAILROAD for all claims and suits.

The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against RAILROAD for loss of its owned or leased property or property under Contractor's care, custody, or control.

Contractor's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by RAILROAD. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and RAILROAD shall be named as an additional insured with respect to work performed under this Agreement. Severability of interest and naming RAILROAD as additional insured shall be indicated on the certificate of insurance.

Prior to commencing the Work, Contractor shall furnish to RAILROAD an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify RAILROAD in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving RAILROAD arising out of this Agreement, Contractor will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to RAILROAD or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages reference above.

Not more frequently than every five years, RAILROAD may ask to reasonably modify the

required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by RAILROAD shall not be limited by the amount of the required insurance coverage.

ALL certificates of insurance required for contractor performed construction, reconstruction, improvements, and/or maintenance work will be forwarded to the RAILROAD at the following address:

**MONTANA RAIL LINK INC.
Attention: Contracts Administrator
P.O. Box 16390
Missoula, MT 59808-6390
contracts@mtrail.com
(406) 523-1566 Office
(406) 523-1529 Fax**

If the CITY, its contractor, subcontractors, or agents, in the performance of the work herein provided for or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the RAILROAD, such damage or destruction shall be corrected by the CITY in the event its contractor or the insurance carriers fail to repair or restore the same.

VII

Upon completion of any maintenance, improvements, or reconstruction work, the CITY will require its Contractor to leave the RAILROAD right of way in a condition satisfactory to the RAILROAD. This determination shall be made by the RAILROAD's Chief Engineer or his designee.

VIII

The CITY agrees that in removing snow from said roadway and appurtenances (including trails/sidewalks), that the CITY will perform such snow removal in a manner as not to deposit the snow or debris on the roadbed or tracks of the RAILROAD. Any snow or debris deposited on the roadbed or track sections by actions of the CITY will be removed by

the RAILROAD with such costs of removal billed against the CITY. The RAILROAD agrees to notify the CITY of any ongoing problem in this area.

IX

In the event said roadway shall, at any time, cease to be used by the public or otherwise become vacated or abandoned, the rights and benefits of the CITY under this agreement shall immediately cease, and the CITY shall remove said roadway at its own cost and expense. To facilitate the CITY's removal of the roadway, the RAILROAD will issue to the CITY, at no cost or expense, a permit to accomplish said removal. If after a reasonable time the CITY has not removed the facility, the RAILROAD, after providing the CITY a minimum of 60 days prior notification, may remove said facility at the expense of the CITY.

Pursuant to Mont. Admin. R. § 18.6.311(1), the CITY will own the railroad signal. If the grade crossing is abandoned, or if for any reason the signals are no longer required at this location, the RAILROAD and CITY will determine if the signals are to be installed at another location or used for replacement parts.

If a railway or a highway improvement project necessitates a rearrangement, relocation, or alteration of the signals at this crossing, the party whose improvement causes such change will pay the cost thereof.

X

All notices, billings, payments, and other required communications ("Notices") to the Parties shall be in writing, and shall be addressed respectively as follows:

If to **CITY**: CITY OF LAUREL
Attention: Director of Public Works
115 West 1st Street
Laurel, MT 509044
Telephone: (406) 628-7431

If to **RAILROAD**: MONTANA RAIL LINK INC.
Office of the Chief Engineer
P.O. Box 16390
Missoula, MT 59808-6390
Telephone: (406) 523-1440
FAX (406) 523-1529

Telephone: (406) 628-7431

If to **RAILROAD:**

MONTANA RAIL LINK INC.
Office of the Chief Engineer
P.O. Box 16390
Missoula, MT 59808-6390
Telephone: (406) 523-1440
FAX (406) 523-1529

All notices shall be given (i) by personal delivery to the Parties, or (ii) by electronic communication, with a confirmation sent by mail, or (iii) by mail. All notices shall be effective and shall be deemed delivered (i) if by personal delivery on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery, (ii) if by electronic communication on the next business day following receipt of the electronic communication, or (iii) if solely by mail on the next business day after actual receipt. Any Party may change its address by notice to the other Parties.

XI

This agreement will be binding on the parties hereto, their successors and assigns.

MONTANA RAIL LINK, INC.

By: _____
Heather Mattson
VP Finance and Accounting

CITY OF LAUREL

By: _____

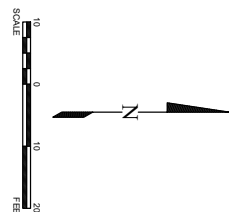
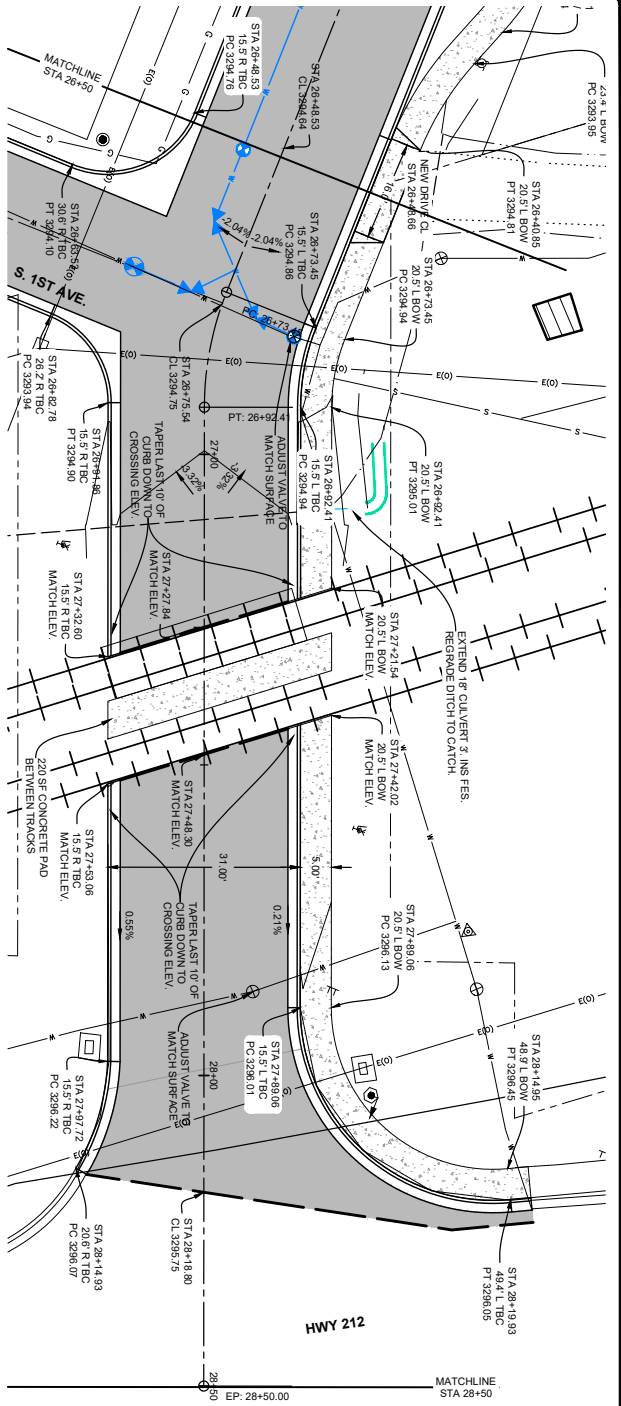
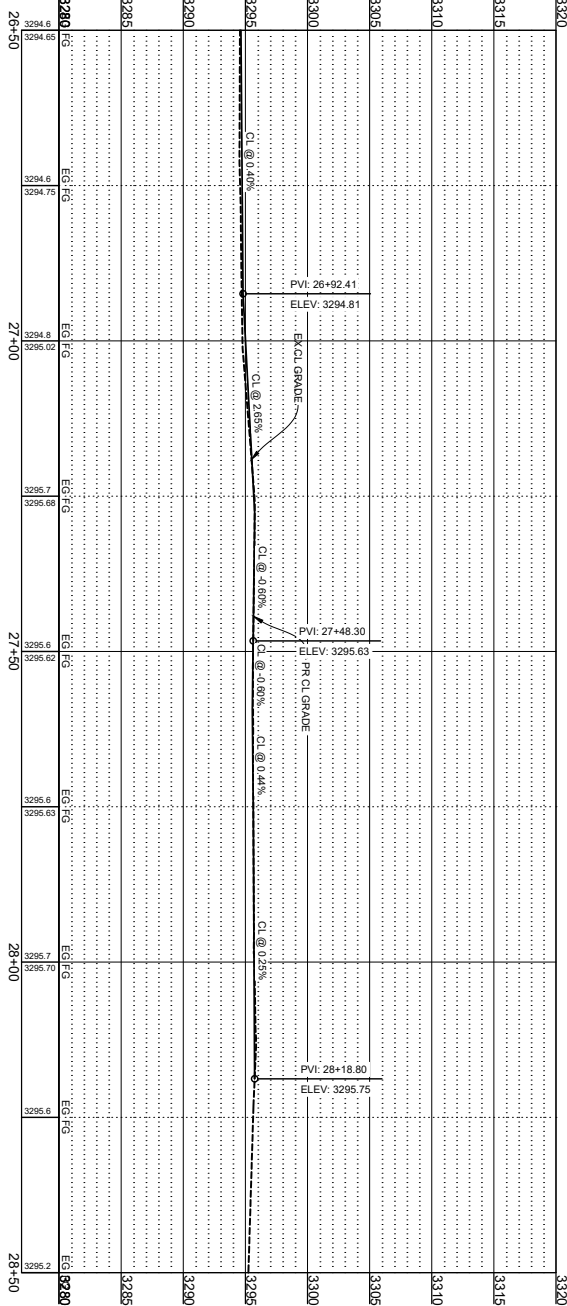
Name: _____

Title: _____

Attest: _____

Exhibit "A"

Apr 14, 2022 - 4:14pm - \\ks\software\Drawn\Projects\City\MT\Laurel\2104_00982_2022.pavement\Information\CAD\Drawings\C - Plan_Profile.dwg (C14)



NOTE:
SEE INTERSECTION DETAIL SHEETS FOR SPECIFICS OF INTERSECTION GRADING.

SOUTH 4TH STREET RECONSTRUCTION								
CITY OF LAUREL LAUREL, MT								
S. 4TH ST. STREETS PLAN & PROFILE STA 26+50 TO 28+50		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISION			
NO.	DATE		REVISION					
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DRAWN BY MK	PROJECT NO. 2104-00982							
CHECKED BY MK	DATE 04/13/2022							
SHEET C14	SCALE 1" = 20'							

EXHIBIT "B"

MONTANA RAIL LINK, INC.

Purchase and Deliver Concrete Crossing Surface for Use at (DOT# 104001W) South 4th Street
in Laurel, Montana

Railroad Milepost 0.50, 1st (Casper Branch) Subdivision
05/31/22

DETAILED ESTIMATE OF COST

ITEM	QTY	UNITS	UNIT	
			COST (\$)	TOTAL
CONCRETE CROSSING SURFACE	65	*TF	\$ 211.00	\$ 13,715.00
STEEL END DEFLECTORS	2	SETS	\$ 450.00	\$ 900.00
FREIGHT (DELIVERY OF CROSSING)	2	LOAD	\$ 2,975.00	\$ 5,950.00
ACCOUNTING FEE	1	EA	\$ 243.00	\$ 243.00
ESTIMATED COST TO CITY OF LAUREL				<u>\$ 20,808.00</u>

*TF = Track Feet

EXHIBIT "C"

Requirements for Contractors, Public Employees, and Private Individuals (Hereinafter Referred to as Contractor) When Working on the Railroad's Right of Way

(Note – these requirements **do not** apply to railroad workers and/or contractors or firms working for the Railroad. Any railroad worker, contractor, or firm doing work for the Railroad shall comply with the terms and conditions of their contract)

1.01 General

1.01.01 The Contractor shall plan, schedule, and conduct all work activities so as not to interfere with the movement of any trains on Railroad Property.

1.01.02 The Contractor's right to enter Railroad's Property is subject to the absolute right of Railroad to cause the Contractor's work on Railroad's Property to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's Property, employees, and/or operations. Railroad has the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railroad; (ii) Contractor (or any of its subcontractors), in Railroad's opinion, prosecutes the Project work in a manner which is hazardous to Railroad property, facilities or the safe and expeditious movement of railroad traffic; (iii) any of the insurances required by Railroad are canceled during the course of the Project. The work stoppage continues until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railroad's Chief Engineer or his designee, or until additional insurance has been delivered to and accepted by Railroad. Any such work stoppage under this provision does not give rise to any liability on the part of Railroad. Railroad's right to stop the work is in addition to any other rights Railroad may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railroad desires to stop construction work on the Project, Railroad agrees to notify the following individual as soon as possible in writing:

Kurt Markegard, P.E.

City of Laurel

115 West 1st St

Laurel, MT 59044

Phone: (406) 628-4796

Email: kmarkegard@laurel.mt.gov

It is understood that written notification by Railroad may be secondary to safeguarding Railway's employees, Property, and equipment in the event of a hazardous or unsafe situation.

1.01.03 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to, environmental, health and safety. The Contractor shall be responsible for and indemnify and save the Railroad harmless from all fines or penalties imposed or assessed by Federal,

State and Local Governmental Agencies against the Railroad which arise out of Contractor's work.

1.01.04 For any demolition, false work above any tracks, or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 1/2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, furnish the Railroad a pdf electronic file (with included working drawings to be legibly printable on 11"x17" paper) showing details of construction affecting Railroad Property and tracks. Ensure the working drawings include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and ensure each of the sets of plans includes complete structural calculations of any demolition, falsework, shoring, or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" (<http://www.bnsf.com/in-the-community/pdf/bnsf-up-shoring-guide.pdf>) must be used for determining design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". For all demolition and false work plans, the current "BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan Over the BNSF Railroad" (<http://www.bnsf.com/in-the-community/pdf/bnsf-demolition-guideline.pdf>) Sections I, II, III, IV and Appendixes must be followed. Ensure all submittal drawings and calculations are sealed by a currently registered Professional Engineer licensed in the State of Montana. Ensure all calculations take into consideration railroad surcharge loading and are designed to meet American Railroad Engineering and Maintenance-of-Way Association (previously known as American Railroad Engineering Association)(AREMA) Coopers E-80 live loading standard. The Railroad will notify the City and Contractor of Railroad's comments, and Railroad will advise the City and Contractor at the time when the Railroad has no objections to submittals. Contractor may not begin work covered under submittals provided in accordance with this section until Railroad has provided, in writing, a statement of no objections. The Contractor will be required to use lifting devices, such as cranes and/or winches, to place or to remove any false work over Railroad's tracks. The Contractor is in no way to be relieved of responsibility for results obtained by the implementation of said plans. **Railroad has 30 calendar days to review each submittal and provide comments.**

1.01.05 Subject to the movement of the Railroad's trains, the Railroad will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor shall have no claim whatsoever for any type of damages in the event his work is delayed by the Railroad.

1.01.06 The Contractor shall take protective measures as are necessary to keep the Railroad's facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to Railroad facilities resulting from Contractor's operations will be repaired or replaced by the Railroad and the cost of such repairs or replacement shall be paid for by the Contractor. Notify Railroad's Public Works Engineer as listed in this Section at least two weeks prior to the anticipated

substantial completion of the Project to arrange for a site inspection at a mutually agreeable date and time for Railroad and Contractor.

Notify the Railroad's Director of Engineering in writing, by email at: jbieber@mtrail.com or by letter to: Director of Engineering Jim Bieber, Montana Rail Link, PO Box 16390, Missoula, MT 59808 and provide blasting plans to the Railroad for review and approval at least seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railroad's Property.

1.01.07 The Contractor shall abide by the following clearances during construction, maintenance or improvements.

Abide by the following temporary clearances during construction:

15'-0" Horizontally from center line of nearest track.

22'-6" Vertically above top of rail (temporary falsework clearance may be reduced to 21'-6" Subject to specific Railroad approval)

27'-0" Vertically above top of rail for electric wires carrying less than 750 volts

28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts

30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts

34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

Upon completion of the project, ensure the following clearances have been maintained:

25' Horizontally from centerline of nearest track

23'-4" Vertically above top of rail

1.01.08 The Contractor shall not move any equipment or materials across the Railroad's track unless at a public road crossing or at an approved temporary crossing and permission has been obtained from the Railroad.

1.01.09 Discharge, release or spill on Railroad Property of any hazardous substances in excess of a reportable quantity or any hazardous waste is prohibited, and Contractor shall immediately notify the Railroad's Chief Dispatcher at 1(800) 338-4750, of any discharge, release or spills. Contractor shall not allow Railroad Property to become a treatment or storage facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

1.01.10 The Contractor, upon completion of the work covered by this contract, shall promptly remove from the Railroad's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and shall cause the Railroad's Property to be left in a condition acceptable to the Railroad's representative.

1.02 Protection of Railroad Facilities and Railroad Flagger Services:

1.02.01 To initially commence flagging and/or to resume flagging after an extended period of non-use of flagging, give a minimum of thirty (30) calendar days notice to Railroad's Director of Engineering Jim Bieber, at jbieber@mtrail.com in advance of when flagging services are required in order to bulletin the Flagger position per Railroad's labor agreement requirements. If flagging services are scheduled in advance by the Contractor, and it is subsequently determined by the parties hereto that Flagger services are no longer necessary, provide a minimum of five (5) business days notice in writing to the Public Works Engineer and Roadmaster per Section 1.01.06 to abolish the position per Railroad's labor agreements.

1.02.02 Once the Project has commenced, submit schedules of required flagging needs to Railway's local Roadmaster, local Assistant Roadmaster, and Director of Engineering and any persons designated by the CITY on a weekly basis. Submit schedules for the subsequent week's flagging needs. Submit schedules electronically by email to the addresses provided by the Railroad **not later than 1400 hours (2 pm) every Thursday**. The weekly schedule is needed for Railroad's work force utilization. Failure to submit a weekly flagging schedule may result in a Flagger not being assigned to the Project when needed by Contractor. Ensure the required flagging needs emails contains the following information each week: Dates of Schedule, Days of Week, Flagger Needed (Yes/No), Contractor Work Hours, Brief Work Description. An example of one day of such a schedule is as follows:

Date	Day	Flagger Yes/No	Contractor Hours	Work Description
Jan 14	Mon	Flagger Yes	0700-1730	Setting forms

1.02.03 Railroad Flagger and protective services and devices are required and furnished when Contractor's work activities are located over or under and within twenty-five (25) feet measured horizontally from center line of the nearest track or railroad structures and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

1.02.03a When in the opinion of the Railroad's Flagger, Roadmaster, or Public Works Engineer, it is necessary to safeguard Railroad's Property; employees; trains; engines; and facilities, or when other conditions warrant.

1.02.03b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railroad's Flagger, Roadmaster, or Public Works Engineer, track or other Railroad facilities may be subject to movement or settlement.

1.02.03c When work in any way interferes with the safe operation of trains at timetable speeds.

1.02.03d When any hazard is presented to Railroad track, communications, signal, electrical, or other facilities either due to persons, material, equipment, or blasting in the vicinity.

1.02.03e Special permission must be obtained from the Railroad before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

1.02.04 Flagging services are performed by a qualified Railroad Flagger. The sole and exclusive function of the Flagger is to protect Railroad's operations from interference by, and adverse effects from, the Contractor's activities on Railroad Right of Way. Performance of this function includes, but is not limited to: (1) setting any required protective devices and making all necessary communications with Railroad's operating groups prior to Contractor's work start time, (2) a required Job Briefing with the Contractor's on-site crew boss each day prior to work commencement, (3) providing the Contractor with advance notice of approach of railroad owned and/or operated trains or other "on-track" equipment, and (4) removing required protective devices and making necessary communications with Railroad's operating groups after Contractor work has ceased. Upon notice of approach, Contractor employees must immediately cease work within 25 feet of tracks and/or place cranes which are in positions to foul tracks in the event of a tip over into safe configurations and move to the places designated in the morning Job Briefing. Railroad flagging personnel do not have the authority to modify or change the contract plan or specifications. **Obey any Flagger safety instructions immediately and without question. Failure to comply may result in Project shut down until the situation can be resolved to Railroad's sole satisfaction and/or additional consequences for the Contractor.** Direct questions or requests for modifications, changes, or interpretations of the contract plans and/or specifications, which require railroad approval, to the railroad's Public Works Engineer as listed in Section 1.01.06.

1.02.05 The cost of Flagger services provided by the Railroad will be borne by the CITY. The current base cost per hour for one (1) Flagger is \$50.50 which includes vacation allowance, paid holidays, Railroad and Unemployment: Insurance, Public Liability and Property Damage Insurance, health and welfare benefits, transportation, meals, lodging and supervision for an eight (8)-hour basic day with time and one-half or double time for non-standard start work times, overtime, rest days and holidays. Per diem at the current rates may be charged if paid to Flagger by Railroad's labor agreements. In addition, there will be an estimated current \$30.00 per hour charge for vehicle rental, or mileage, from headquarters to set protective devices, while at Project site, remove protective devices, then return to headquarters. This rate is for the classification of Laborer 5+ Years and is shown solely for the Contractor's information, and there is no guarantee that this class of labor will actually be used or that the rates of pay shown in column will be those in effect at the time the work is undertaken. These rates are subject to any increases which may result from Railroad Employees-Railroad Management negotiations or which may be authorized by Federal authorities. The flagging rates in effect at the time of performance by the Contractor hereinunder are used to calculate the actual costs of flagging pursuant to this Section 1.02.

1.02.05a A Flagger generally consists of one (1) employee. However, additional personnel may need to be assigned as a Flagging Crew at Railroad's sole discretion. Additional personnel including, but not limited to, Communications Technicians and/or Signalmen, used to protect communications and signal facilities, may be required to protect Railroad Property and operations, if deemed necessary by a Railroad Supervisor.

1.02.05b Each time a Flagger is called, the minimum period for billing is the eight (8)-hour basic day, provided the Contractor has been working 8-hour days during the week. However, two exceptions may raise the minimum billing period: (1) if overtime, as provided for in Railroad's labor agreement, was performed on a day, the minimum billing period includes the overtime plus the minimum 8-hour day, and (2) if the typical work schedule for the Contractor has been 10-hour days, the minimum billing period is the 10-hour day, plus any overtime performed that day.

1.03 Contractor Safety Requirements

1.03.01 Work in the proximity of railroad track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. Ensure all work performed by Contractors within 25 feet of the centerline of any track(s) is in compliance with Federal Railroad Administration Roadway Worker Protection regulations.

1.03.02 Any Contractor employee, its subcontractor's employee, agents or invites under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railroad's Property and subsequently released to the custody of a representative of the Contractor. Future access to the Railroad's Property by that employee will be denied.

1.03.03 All persons are prohibited from having pocketknives with blades in excess of three (3) inches, firearms or other deadly weapons in their possession while working on Railroad Property.

1.03.04 All personnel protective equipment used on Railroad Property shall meet applicable OSHA and ANSI specifications. Contractor personnel protective equipment requirements are; a) safety glasses with side shields, b) hard hats, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d) high visibility retro-reflective orange vests. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

1.03.05 The Contractor shall not pile or store any materials, machinery or equipment closer than 25'-0" to the centerline of the nearest Railroad track. At highway/rail at-grade crossings, materials, machinery or equipment shall not be stored or left temporarily which interferes with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor may establish a staging and/or storage area with concurrence of the Railroad's representative.

1.03.06 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and, if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railroad Property must be left inoperable and secured against movement.

1.03.07 Contractor must not create and leave any temporary or permanent conditions at the work site that would interfere with water drainage. Any work performed over water shall meet all Federal, State and Local regulations.

1.03.08 Contractor must immediately report any damage to Railroad's Property, or any hazard that is noticed on passing trains, to the Railroad Flagger if present at the project site or to Railroad's Emergency Hotline at 1-800-498-4838. Report any vehicle or machine which has or may have come in contact with a track, signal equipment, or structure and could result in a train derailment by the quickest means possible to the Railroad Flagger if present at the job site or to the Railroad's Emergency Hotline at 1-800-498-4838.

1.04 Excavation

1.04.01 Before excavating, it must be ascertained by the Contractor if there are any underground pipe lines, electric wires, or cables, including fiber optic cable systems, that either cross or run parallel with the track which are located within the project's work area. Excavating on Railroad Property could result in damage to buried cables resulting in delay to Railroad traffic, including disruption of service to users resulting in business interruptions involving loss of revenue and profits. **A minimum of three (3) business days before any excavation commences, the Contractor must contact the Railroad's**

Signal Supervisor Nathan Kluck at (406) 570-5993 and Roadmaster Russ Young at (406) 698-8882 and advise them of the upcoming excavation and allow them to arrange for any signal and communications lines to be located by Railroad's personnel. If neither the Signal Supervisor nor the Roadmaster are reached, contact Railroad's main office at (406) 523-1440 and advise the Director of Engineering of the situation. Railroad is not a party to One-Call Locates. All underground and overhead wires must be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is also the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

1.04.02 The Contractor must cease all work and the Railroad must be notified immediately before continuing excavation in the area if unexpected obstructions are encountered. If the obstruction is a utility, and the owner of the utility can be identified, then the owner should also be notified immediately. If there is any doubt about the location of underground cables or lines of any kind, no work will be performed until the exact location has been determined. There will be no exceptions to these instructions.

1.04.03 All excavations shall be conducted in compliance with applicable OSHA regulations, and regardless of depth, shall be shored where there is any danger to tracks, structures or personnel.

1.04.04 Any excavations, holes or trenches on Railroad Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, all areas must be secured and left in a condition that will ensure that Railroad employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.05 Hazardous Waste, Substances and Material Reporting

1.05.01 If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to the railroad's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor shall immediately: (a) notify the Railroad's Chief Dispatcher at 1-800-338-4750, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.06 Insurance Requirements

1.06.01 For projects involving construction or demolition on the Railroad's Property or Right of Way, the Contractor will provide proof of insurance which conforms to the current requirements of the Railroad. The current insurance requirements of the Railroad can be obtained from the Public Works Engineer at (406) 523-1440. Unless

specifically notified that Railroad Protective Insurance is not required, the Contractor should assume Railroad Protective Insurance is a requirement of any work on Railroad Property or Right of Way.

1.07 Personal Injury Reporting

1.07.01 The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invites while on the Railroad's Property must be reported immediately (by phone mail if unable to contact in person) to the Railroad's representative in charge of the project. **The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railroad at 1(406) 523-1529** and a copy to the Railroad's Flagger, if present, no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St. _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
[i.e. (a) Laceration (b) Hand]
11. Description of Accident (to include location, action, result, etc.): _____
12. Treatment:
G First Aid Only
G Required Medical Treatment
G Other Medical Treatment
13. Dr. Name _____ 30. Date: _____
14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____
17. Diagnosis: _____

**FAX TO
RAILROAD AT (406) 523-1529
AND COPY TO
RAILROAD FLAGGER (IF PRESENT)**

RESOLUTION NO. R22-_____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SOUTH 4TH STREET PUBLIC ROADWAY BY AND BETWEEN THE CITY OF LAUREL AND MONTANA RAIL LINK, INC.

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

Section 1: Approval. The Construction and Maintenance Agreement for South 4th Street Public Roadway in the City of Laurel, Yellowstone County, Montana, by and between the City of Laurel and Montana Rail Link, Inc. (hereinafter “the Construction and Maintenance Agreement for South 4th Street”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Construction and Maintenance Agreement for South 4th Street on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of July, 2022, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of July, 2022.

APPROVED by the Mayor the _____ day of July, 2022.

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 - Resolution Of Annexation And Zoning For Approximately One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana, With Concurrent Approval Of Initial Zoning Designation.

Ronald and Marie Waller
720 West 2nd Street
Laurel, Mt 59044

RYKER RENTALS LLC
412 WEST 12TH STREET
LAUREL, MT 59044

THOMAS AND CLAUDIA STANTON
45 N. FOUR COURNERS RD
BRUSSETT, MT 59318

AUGUST LAHMAN
107 8TH AVE
LAUREL, MT 59044

SBC RENTALS
P.O. BOX 387
WILLSALL, MT 59086

JERALD ALLEN
19 8TH AVE
LAUREL, MT 59044

TOWN AND COUNTRY SUPPLY
P.O. BOX 367
LAUREL, MT 59044

PETER AND DORIS KRENELKA
827 W. MAIN STREET
LAUREL, MT 59044

MICHAEL HERMAN
405 WEST 14TH STREET
LAUREL, MT 59044

WARREN & MARCHETA BECKER
P.O. BOX 579
LAUREL, MT 59044

FLOYD THOMPSON
852 W 14TH STREET
LAUREL, MT 59044

LEE VAUGHAN
836 W. 4TH STREET
LAUREL, MT 59044

DENNIS AND TAMERA STORCK
826 W 4TH STREET
LAUREL, MT 59044

LAUREL DEPOT LLP
4799 ECHO DRIVE
HELENA, MT 59602

MAURICE AND SUSAN KAISER
1318 MEADOW CIR.
LAUREL, MT 59044

BOLLE FAMILY TRUST
913 3RD AVE
LAUREL, MT 59044

CHENNARC INC.
915 LONGHORN CT.
HARDIN, MT 59034

GREG LAUREL ENTERPISE GROUP
2930 OLD HIGHWAY 10 W.
LAUREL, MT 59044

KEATON MCGEE
102 8TH AVE.
LAUREL, MT 59044

LAUREL PROPERTIES LLC
P.O. BOX 1162
LAUREL, MT 59044

PEGGY WILLIAMS
102 8TH AVE. APT D
LAUREL, MT 59044

RICCI AND DIANNA FRANCIS
102 8TH AVE. APT. C
LAUREL, MT 59044

MONNA RAE ADICKES
102 8TH AVE APT B
LAUREL, MT 59044

TERRY AND DAWN POWLESLAND
102 8TH AVE. APT D
LAUREL, MT 59044

CITY OF LAUREL
P.O BOX 10
LAUREL, MT 59044

Return to:
Lance Hull
1009 Davis Circle
Laurel, Montana 59044

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 2022, by and between **LANCE HULL**, with a mailing address at 1009 Davis Circle, Laurel, Montana 59044, (the “Developer”) and the **CITY OF LAUREL, MONTANA**, a municipal corporation, with a mailing address at 115 West 1st Street, Laurel, Montana 59044 (the “City”).

WHEREAS, the Developer is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Certificate of Survey No. 1642: according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as “Developer Tract” as well as all adjacent public right-of-way.

WHEREAS, the Developer has submitted to the City a Petition for Annexation to the City for Developer tract; and

WHEREAS, the Developer desires to annex Developer Tract to the City; and

WHEREAS, the City has approved the Petition for Annexation by Resolution No. _____ for the Developer Tract contingent that a Development Agreement be executed between the City and the Developer to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

- 1. Roads and Access.** The Developer Tract shall be accessible by West 1st Street. The Developer will extend West 1st Street to the west boundary of the Developer Tract. The Developer will also provide a culvert on the north side of the property to access West 2nd Street with a 26’ wide driveway and a 26’ wide alley. The developer shall also provide all required road signs. The final street design will require approval from the Public Works Department.

2. **Sanitary Sewer.** Developer Tract shall be served by the City wastewater system. The Developer shall extend a new main from the existing 8-inch sanitary sewer main at 8th Avenue and West 1st Street to provide service to the Developer Tract. Plans and specifications shall be approved by the Public Works Department and the Montana Department of Environmental Quality.
3. **Water.** Developer Tract shall be served by the City water system. The Developer shall extend a new water main from the existing 8-inch water main at 8th Avenue and West 1st Street to provide service to the Developer Tract. Plans and specifications shall be approved by the Public Works Department and the Montana Department of Environmental Quality.
4. **Storm Drain.** The Developer shall extend the city storm drain from 8th Ave to the west boundary of the property. There will be no on-site storage on the property.
5. **Right-of-Way.** A right-of-way shall be dedicated for the construction of West 1st Street and for possible future West 2nd Street.
6. **Future Intersection Contributions.** No intersection contributions are required upon annexation.
7. **Late Comers Agreement.** No Late Comers Agreement is made with this annexation.
8. **Zoning.** The Property is to be zoned as Residential Multi Family.
9. **Compliance.** Nothing herein shall be deemed to exempt the Developer Tract from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
10. **Runs with Land.** The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver, shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
11. **Attorney's Fees.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

12. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

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

DEVELOPER

BY: _____

LANCE HULL

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me as the "Developer" in this Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

This Agreement is hereby approved and accepted by the City of Laurel, this ____ day of _____, 2022.

CITY OF LAUREL, MONTANA

BY: _____
Mayor

ATTEST: _____
City Clerk

“City”

STATE OF MONTANA)
 :SS.
County of Yellowstone)

On this _____ day of _____, 2022, before me, a Notary Public for the State of Montana, personally appeared _____, and _____ known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

Approved as to Form

City Attorney

RESOLUTION NO. R22-_____

RESOLUTION OF ANNEXATION AND ZONING FOR APPROXIMATELY ONE ACRE OF PROPERTY ADJACENT TO THE CITY OF LAUREL, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA, WITH CONCURRENT APPROVAL OF INITIAL ZONING DESIGNATION.

WHEREAS, a Petition for Annexation and Concurrent Zoning Designation was submitted to the City of Laurel by Lance Hull, who is the property owner (hereinafter “Petitioner”) of certain real property situated in Yellowstone County, Montana;

WHEREAS, the real property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way;

WHEREAS, the property is currently outside of City of Laurel city limits, and Petitioner seeks annexation of the property and zoning as Residential Multiple Family (hereinafter “RMF”);

WHEREAS, Petitioner currently seeks annexation of its property into the City of Laurel in order to access and utilize City of Laurel 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 Petitioner’s Petition for Annexation and Concurrent Approval of Initial Zoning Designation on June 15, 2022. At the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of both the annexation and zoning request; and

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner’s Petition for Annexation on _____. At the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation and Concurrent Approval of Initial Zoning Designation is in the best interests of the City at this time; and

WHEREAS, the annexation of the property and zoning is subject to an Annexation Agreement by and between the City of Laurel and the Petitioner, which will be executed by and between the Petitioner and the City of Laurel and will be 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. The owner of record of the territory annexed to the City of Laurel has executed a Petition of Annexation.
2. Pursuant to Mont. Code Ann. § 7-2-46, 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 Petitioner's Petition for Annexation and all attached Exhibits.
3. The following described territory is hereby annexed to the City of Laurel: that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way.
4. The owner of record of the territory annexed to the City of Laurel and the City of Laurel will execute an Annexation Agreement, which terms and conditions are made a part of this Resolution and the Petition for Annexation.
5. That the approval of the annexation and zoning is conditioned as follows:
 - A. On all terms, conditions, and requirements of the Annexation Agreement between the City of Laurel and Petitioner.
 - B. The property shall be zoned as RMF, which is consistent with the zoning of adjacent and nearby properties.
 - C. The Waiver of Right to Protest, a copy of which is attached hereto and incorporated by reference herein, and this Resolution, shall be recorded with the County Clerk and Recorder within ninety (90) days after the adoption of this Resolution.
 - D. Connections to the City of Laurel Water and Sewer Systems shall be approved by the City of Laurel's Public Works Department.
 - E. All improvements and infrastructure connections shall be completed within one calendar year from the date this Resolution is approved.
6. 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.

7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
8. Annexation and the City's responsibility for providing service to the property shall become null and void upon Petitioner's failure to satisfy the conditions imposed by the City Council by and through this Resolution, the Petition for Annexation, and the Annexation Agreement by and between the City of Laurel and the Petitioner.

Introduced at a regular meeting of the City Council on the ____ day of July, 2022, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of July, 2022.

APPROVED by the Mayor the ____ day of July, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



303 C14943
819 817 815 813 811 809 807 805
B00005 B00004 B03228 B03229 B03230 B03231

C14942 301
211 C14941
209 C14940
207 C14939
205 C14938
203 C14937
C14936 201

D02610 D02609

B00006 B00007
B00009 B00008

D02608

202

W 3rd St

720
B01478 720
209 B01479
209 B01480
715
B01477 220
B01476 214
B01475 210
B01474 204

219 B01438
213 B01439
209 B01440
205 B01441
615 B01442

W 2nd St

D12865 #2
D02617
#1

D02616
D02617
905 837
D02618 827

D02616
B02974 #C #A
116 #B
B02975 112 #A
B02976 #F
B02977E #E
B02977D #D
102
B02977M
B02977C #G
B02977B #B
B02977A #A

8th Ave

B01472 720
115 1/2 B01472A 115
109 B01472B
107 B01472C
719 717
B01471 120
B01470 113
B01469A 110 1/2 110
106 1/2 B01469 106
B01468 705

7th Ave

620 B01448
B01449
115
B01450 107
B01451
#5 #5 #5 #5 #5

W 1st St

19 B01465
706 B01466 #2 20
B01467 16

B01458 614 612
19
B01457 B01459
17
B01456
15

D02616A 18
817

707 B01464

B01455A B01455 B01454
41



Yellowstone County, Montana

[Commissioners](#) [Departments](#) [Contacts](#) [Site Map](#) [Home](#)

Disclaimer: Not all fields are currently maintained. The [accuracy of the data is not guaranteed](#). Please notify the Appraisal/Assessment Office of any inaccuracies.

[Back to Search Form](#)

[Full Orion Detail](#)

Owner Information

***Please Note:** Owner information is supplied by the **Montana Department of Revenue**. To request updates to addresses or other ownership information, please **contact the DOR office at 896-4000**. Records for the current year will **not** be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

Tax ID: D02616

Primary Party

Primary Owner Name: HULL, LANCE [Ownership History](#)

2021 Mailing Address: HULL, LANCE
1009 DAVIS CIR
LAUREL, MT 59044-3647

Property Address:

Township: 02 S Range: 24 E Section: 08
Certificate of Survey: 1642 AMD Parcel: A1
Full Legal: S08, T02 S, R24 E, C.O.S. 1642 AMD, PARCEL A1, AMND LESS
HERMAN ADD
GeoCode: 03-0821-08-4-05-16-0000

[Show on Map](#) (May not work for some newer properties.)

Property Assessment Information

Levy District: LAUREL OUTSIDE W/PLANNING

2021 Assessed Value Summary

Assessed Land Value = \$ 59,755.00
Assessed Building(s) Value = \$ 0.00
Total Assessed Value = \$ 59,755.00

Assessed Value Detail Tax Year: 2021

Class Code	Amount
2101 - Tract Land = \$	59,755.00
Total = \$	59,755.00

The values shown for the given tax year are for taxation purposes only. They are supplied by the Department of Revenue. For questions about these values, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](tel:406-896-4000).

Rural SID Payoff Information

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
2000	205.35 P	205.33 P	410.68
2001	205.88 P	205.88 P	411.76
2002	207.67 P	207.65 P	415.32
2003	221.64 P	221.62 P	443.26
2004	106.90 P	106.89 P	213.79

2005	118.24 P	118.24 P	236.48
2006	122.30 P	122.28 P	244.58
2007	121.88 P	121.86 P	243.74
2008	116.22 P	116.20 P	232.42
2009	139.58 P	139.58 P	279.16
2010	0.00	50.00 P	50.00
2010	162.06 P	162.06 P	324.12
2011	169.50 P	169.47 P	338.97
2012	182.71 P	182.69 P	365.40
2013	50.00 P	0.00	50.00
2013	184.08 P	184.06 P	368.14
2014	183.82 P	183.80 P	367.62
2015	147.27 P	147.26 P	294.53
2016	149.70 P	149.69 P	299.39
2017	50.00 P	0.00	50.00
2017	181.55 P	181.54 P	363.09
2018	200.33 P	200.31 P	400.64
2019	184.82 P	184.80 P	369.62
2020	192.48 P	192.47 P	384.95

(P) indicates paid taxes.

Click on year for detail. [Pay Taxes Online](#)

Jurisdictional Information

Commissioner Dist: 1 - John Ostlund (R)	School Attendance Areas
Senate: 28 - Brad Molnar (R)	High: LAUREL
House: 55 - Vince Ricci (R)	Middle: LAUREL
Ward: Outside City Limits	Elem: LAUREL
Precinct: 55.3	
Zoning: R200-Residential Tracts	

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

[Click Here to view Broadview](#)

[Regulations](#)

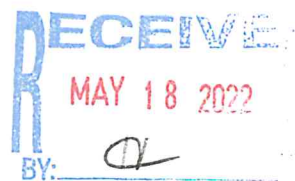
[Click Here to view Yellowstone](#)

[County Regulations](#)

[School District Trustee Links](#)

Any comments or questions regarding the web site may be directed to the [Web Developer](#).

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: Lance Hull
Address: 1009 Davis Circle Laurel, MT 59044
Phone: 406-208-5920

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: S08, T02, R24E, C.O.S.1642 AMD, Parcel A1 AMND LESS HERMAN ADD
Lot size: 1 Acre
Present use: Vacant
Planned use: Multi Family Housing
Present zoning: R7500 Requesting RMF
(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: NW Corner of 8th Ave + 1st ST W
Cost of extension of approved service: \$20,000
How cost determined: Rough Estimate from G+T Plumbing
Timeframe for installation: 3 Weeks

Sewer Service:

Location of existing main: NW Corner of 8th Ave + 1st ST W
Cost of extension of approved service: \$11,500
How cost determined: Rough Estimate from G+T Plumbing

Timeframe for installation: 3 weeks
How financed: Construction Loan

Streets:

Is there any adjoining County ROW to the proposed annexation: No
Location of existing paved access: 8th Ave + 1st St W
Cost of paving: \$104,000
How cost determined: 400 Linear foot
Timeframe for construction: 18 Months

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 _____

CITY OF LAUREL, MONTANA
REQUEST FOR ANNEXATION
AND PLAN OF ANNEXATION

RECEIVED
MAY 18 2022
BY: CL

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Planned use: Multi Family Housing

Present zoning: R7500 Requesting RMF

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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 _____.

Form revised by City Attorney April 2008

**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:

"S08, T02, R24E, C.O.S. 1642 AMD, Parcel A1, AMND"

DATED this 3 day of May, 2022.

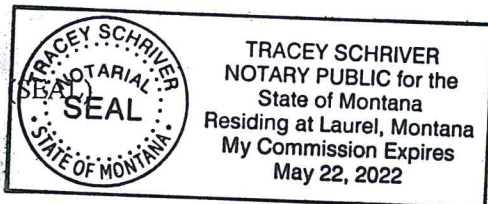
Lance Hull

Grantee Name
(Company..)

STATE OF Montana)
County of Yellowstone) ss.

On this 3 day of May, 2022, personally appeared before me, Lance Hull 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.



Tracey Schriver
Notary Public for the State of Montana
Residing at: Laurel MT
My Commission Expires: 5-22-2022

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

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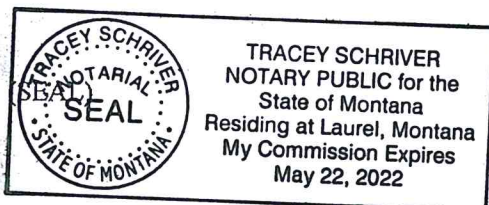
[Signature]

Grantee Name
(Company..)

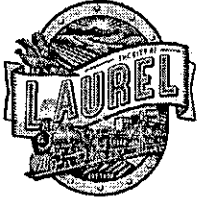
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[Signature]
Notary Public for the State of Montana
Residing at: Laurel MT
My Commission Expires: 5-22-2022



**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, JUNE 15, 2022
5:35 PM
CITY COUNCIL CHAMBERS**

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

1. Roll Call

The Chair called the meeting to order at: 5:50pm

Present:

Jon Klasna
Roger Giese
Evan Bruce
Dan Koch
Judy Goldsby
Kurt Markegard, Forrest Sanderson (City of Laurel)

Absent:

Gavin Williams
Ron Benner

Others

Scott Hooper
Gage Hull
Richard Herr

General Items

2. Meeting Minutes: May 18th, 2022

Dan moved to accept the minutes of the May 18th, 2022, planning board meeting and Jon seconded the motion. All members voted aye.

New Business

3. Sign Permit Review; On Target Outdoors

Judy presented the application for sign permit and stated that all appeared to conform to the regulations. Evan questioned if there were signs on the building for the front and back. Judy answered that there were signs on both sides of the building.

John asked if there was going to be exterior lighting on the signs and the applicant answered that there would be exterior lights on the building illuminating the signs.

Evan moved to approve the On Target sign application and John seconded the motion. All members voted to approve the sign permit.

4. Beehive Minor Subdivision- lift agriculture restrictions

Judy introduced the subdivision application to the planning board and the lifting of the agriculture restrictions. Forrest informed the board that they should approve the subdivision with the five conditions as noted in the staff report. Forrest gave the background information on the property and the building of the storage units. Forrest told the board that the preliminary plat approve does not need a public hearing as it is the first minor subdivision of land. Forrest stated that as a first minor subdivision, park land dedication is also not required. Forrest asked for questions of the board. John asked Forrest how the storage units got built being on agricultural restrictions land. Forrest gave the board an explanation of how the property was identified as being in violation of the agriculture restrictions. A certificate of survey was submitted for an exempt boundary location and Forrest and Kurt identified the property as being agriculture restricted and the property was in violation of the agriculture restrictions. The applicant's agent Performance Engineering was informed, and they property owner is now going through the legal process to fix the issue. Forrest asked the board not to hold the violation against the property owner and to proceed with subdivision process.

Dan asked about fire protection and Forrest asked Taylor from Performance to answer that question.

Evan asked about affordable housing needs. Forrest indicated that the building of storage units is in alignment with affordable housing and the need to have storage units is needed to help affordable housing have locations to store items that will not fit at affordable housing locations.

Evan asked if it is in the flood plain and Forrest said it is not. Evan asked if the geotechnical plan been done. Forrest did not know if a geotechnical report had been completed before they built the storage units.

Taylor with Performance Engineering that lives at 608 North 29th Street in Billings Mt. Taylor gave a description of the property and their efforts to correct the violation. They DEQ has been contacted and they have gotten approval to move forward. The fire tank is not need as they are less than a three-lot subdivision and that is not needed for this subdivision.

Evan asked about the life span of the buildings. Taylor said 40 to 50 years if not longer.

Roger asked about the marijuana facility and Taylor said that the business in not on the subject property. In the future if they move the common boundary line that business's current lease would expire.

Judy asked if there was any further discussion and if not, she would accept a motion for approval. Roger moved to accept the preliminary plat of Beehive Subdivision and Jon seconded it. All board member voted to approve the motion.

5. Public Hearing for Lance Hull annexation and zoning of Laurel Residential Multiple Family (RMF).

Judy read the introduction of the application for annexation. Forrest gave the board the background information on the land and read the staff report and the annexation process. The annexation must be in the best interests of the city and must meet the standards for public infrastructure. The findings of facts meet or exceeds the standards of annexation. An annexation agreement needs to be drafted. The subject property is vacant, and the zoning needs to be R7500 of greater. The property is identified in the Laurel growth policy as a area of growth. The annexation must meet the twelve points test for initial zoning. The recommendation from staff does meet the twelve-point test and staff recommends the initial zoning of RMF. The annexation agreement must be approved by the city council at a future meeting.

Forrest asked that the only objection to the annexation be read into the record. Judy read into the record the email that Kurt received from Monna Rae Adickes, 102 8th Ave Unit B, Laurel MT 59044. That email is attached to these minutes.

Forrest answered some of the concerns of the letter from Ms Adickes. The property will be RMF and anything available in that zoning would be allowed. The property use is not what is to be discussed this evening and anything is possible in the RMF regulations.

Forrest also addressed the floodplain issue and the property itself is not in the floodplain.

Jon asked Forrest for clarification on the property location. Forrest indicated the location and Kurt pulled it up on the tv screens to help identify the location.

Evan asked about the area around the property and the street locations. Kurt informed the board that the utilities have been stubbed to the west of 8th avenue.

Gage Hull spoke for his father and informed the board of his knowledge of the plans for the project and annexation.

Judy opened the public hearing and asked for proponents three times. Judy asked for opponents three times. Seeing no further discussion, Judy closed the public hearing.

Judy asked for a motion to send the annexation and initial zoning of RMF to the Laurel City Council. Evan made the motion and Jon seconded it. All board member voted to send it to the City Council as a recommendation for approval.

Old business

There was none.

Announcements

Kurt informed the board about vacancies on the board.

Kurt gave an update on the planner vacancy

Kurt also gave an update the building official vacancy.

Kurt and Forrest also gave the board the attempt to change state law to allow more living units on residential property that are meant for single family homes.

6. Next Meeting: July 20th, 2022

7. Motion to Adjourn

Dan made a motion to adjourn the meeting and Jon seconded it. The vote to adjourn was unanimously approve. The meeting was adjourned at 7:00 pm.

From: monna.rae.adickes@gmail.com
To: [Kurt Markegard](#)
Subject: Lance Hull Annexation
Date: Sunday, June 12, 2022 2:53:15 PM

To Mr. Kurt Markegard, Director of Public Works and the Laurel Planning Board and Zoning Commission,

I am against the Annexation of this parcel of land to the City of Laurel.

I am in favor of the City of Laurel growing in manner in which serves the good of all Laurel residents.

For:

Laurel is growing and there is demand for affordable housing.

There is a high demand for entry level townhouses designated for the Senior population.

Against:

Developing land in a designated FEMA Flood Plain.

High-Density Housing: potential high crime and no place for the children to play.

Currently there are too many road approaches in such a short distance on 8th Ave, especially taking into consideration the traffic off of Old Highway 10

Questions that I have:

- Will 1st Street be the only access point to this project?
- Will there be a connection from 2nd Street also?
- Who will be responsible for the cost to extend 1st Street and all the infrastructure?
- **This area is in a FEMA Flood Zone.**
- What drainage has been considered for this parcel?
- What is the City's solution or proposal to eliminate the FEMA Flood Zone Classification from this area?
- How many units will be built on this 1-acre parcel?
- What type of housing will it be? Townhouses, condos, or mobile homes?
- Will the units be rentals, or will they be sold to individuals?
- If approved what will the zoning be?
- How will High Density zoning effect the value of neighboring properties?

Please place my name of record as being **AGAINST** the annexation of this parcel.

Monna Rae Adickes
102 8th Ave Unit B
Laurel MT 59044
406-860-4284

STAFF REPORT
LANCE HULL
Annexation and Initial Zoning

Applicant:

Lance Hull
1009 Davis Circle
Laurel MT 59044

The Mr. Hull represents 100% of the land ownership. Annexation pursuant to §7-2-4601 et. seq. MCA. (Annexation by Petition).

Request:

Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1, Less Herman Addition. An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

Process:

The annexation petition and requested initial zoning has been scheduled for consideration and a public hearing by the Laurel – Yellowstone City County Planning Board and Zoning Commission for 5:35 p.m. on Wednesday, June 15, 2022. Though not yet scheduled the matter could be considered by the Laurel City Council at a Work Session on July 5 and taken up as an action item on July 12, 2022.

Analysis of the Request

- The Mr. Hull represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy designates the property as a ‘growth area’ of the city.
- The current use of the property is vacant.
- The requested zone City Laurel Multi-Family (RMF) provides for a variety of uses and is consistent with the requirements of R-08-22 that lands embraced by the city be assigned R-7500 or greater.
- The subject property currently is presumed to be zoned County Residential Tracts or is un-zoned Yellowstone County.
- Part 46 annexation requires that the land use designation be ‘consistent with the prevailing use of the property, consistent with the prevailing County Zoning Assignment, and/or consistent with the current growth policy’.

- In addition to the extension of urban scale services the City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments
- The initial zoning must be considered under City Resolution R-08-22 (Annexation), the Laurel Municipal Code Title 17 (Zoning).
- The question of annexation and initial zoning must be heard by the Laurel – Yellowstone City County Planning Board and Zoning Commission.
- Is the requested annexation and initial zoning in the best interest of the City and Citizens of the City of Laurel.
- The property is situated such that street rights-of-way will need to be dedicated to the City on the northern and southern property lines. The dedication of the northern segment will need to be coordinated with the developer of that tract.

Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ The City Council is not required to submit the question of annexation to the qualified electors of the area to be annexed as the petition is signed by 100% of the owners.
- ✓ The city may annex the property as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of Mr. Hull to construct a Residential a Multi-Family complex on the property. The only way the development plan works is to extend the City water and sewer systems to the proposed development.
- ✓ The subject property was included as ‘future growth area’ in the Growth Policy adopted by the City of Laurel. Additionally, the property has been identified on the Laurel Future Land Use Map portion of the Growth Policy as Multi-Family. As such, the requested zoning is consistent with the Laurel Growth Policy.
- ✓ The proposed assignment of RMF meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel RMF Zone is listed along with other Residential land use assignments and is therefore determined to be a “greater than” R-7500 classification.
- ✓ The extension of city services will be at the owner’s expense (R-08-22) and in accordance with the Annexation Agreement as approved by the City Council. .
- ✓ The City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments. These options and the exactions of infrastructure are most beneficial to the Owner, the City of Laurel, and all surrounding properties in conjunction with the proposed development of the property in the future.
- ✓ The city has the ability to provide services to the property both existing and proposed.

12 Point Test for Zoning:

- I. Is the zoning in accordance with the growth policy;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies all of the property proposed for annexation as Multi-Family.
 - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
 - The Residential Multi-Family Zone meets the definition as 'greater than' R-7500.

Finding:

The requested zoning is in accordance with the Growth Policy.

- II. Is the zoning designed to lessen congestion in the streets;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The proposed zoning along with the annexation agreement will allow development of the property consistent with surrounding uses of property.
 - Proposed development that would potentially impact roads and streets would require a traffic impact analysis and associated improvements.

Finding:

The requested zoning will not have a material impact on congestion in the streets.

- III. Is the zoning designed to secure safety from fire, panic, and other dangers;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family.
 - Multi-Family development must be constructed in accordance with the prevailing International Code Council standards.
 - Adequate public infrastructure exists or can be readily extended/expanded to serve the development at RMF densities.

Finding:

The requested zoning will not have an adverse impact on safety from fire, panic, or other dangers.

- IV. Is the zoning designed to promote health and the general welfare;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family as a future land use.
 - The connection of the facilities and properties at the time of development to the Laurel municipal water and wastewater systems will have positive impacts to public health and general welfare.

Finding:

The requested zoning will promote the public health and the general welfare.

- V. Is the zoning designed to provide adequate light and air;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The proposed RMF, provides restrictions on structure height, setbacks, lot coverage. These standards exist to provide open spaces and adequate light and air.
 - The existing development has more than adequate separation from surrounding uses.

Finding

The requested zoning will provide adequate light and air.

- VI. Is the zoning designed to prevent the overcrowding of land;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.

Finding:

The proposed zoning will prevent the overcrowding of land.

- VII. Is the zoning designed to avoid undue concentration of population;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.
 - The subject property is large enough to provide adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the undue concentration of population.

- VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- The requested zoning, without some overlay or modification, will not necessitate the installation of new or additional infrastructure.
 - It is anticipated that a significant portion of the property being annexed will be further developed. It is at that point the additional infrastructure as well as capacities will be evaluated.
 - Some of the public duties, such as police, will shift from Yellowstone County to the City of Laurel but the net effect is minimal.

Finding:

The requested zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Additionally, as the uses of the property change and the intensity of development changes, the city will be able to plan for and be prepared for the anticipated increased demands on their public systems.

- IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
 - The water and sewer infrastructure proposed with the annexation is adequate for the intended use of the property.

Finding:

The requested zoning is consistent with surrounding uses, the Growth Policy and provides for opportunities for additional development with suitable uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.

- The water and sewer infrastructure proposed with the annexation is adequate for development of the property that is consistent with the requested RMF zoning.

Finding:

The requested zoning is in keeping with the character of the development in the area. It also provides for opportunities for additional development with suitable uses.

XI. Will the zoning conserve the value of buildings;

- The extension and availability of public water and sewer resultant from annexation and initial zoning will add value to buildings as the proposed use is substantially similar to or complementary to surrounding buildings and uses.
- The requested zoning is consistent with the Growth Policy.
- The proposed zoning is a logical transition/replacement of County for City, it is not anticipated that there would be any adverse effect on the value of surrounding buildings or lands.

Finding:

The value of existing buildings both on and adjacent to the requested zone will either be enhanced or not effected by the proposed zoning.

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

- The requested zoning is consistent with the Growth Policy.
- The requested zoning is consistent with the prevailing land uses and zoning surrounding the property.
- A healthy mix of land uses encourages growth and development in the community as a whole. The addition of RMF at this location will benefit not only the housing in Laurel but the need for support and other essential services.

Finding:

The requested zoning provides for the most appropriate use of land in the municipality. It also provides for a significant amount of flexibility for a mixture of uses as contemplated by the District Regulations.

Conclusion:

The petition for annexation into the City of Laurel with the initial zoning assignment of Laurel Multi-Family (RMF) appears to be consistent with the requirements of Part 46 Annexation and City Council Resolution R-08-22. Additionally, the annexation, extension of services, and initial zoning assignment in the best interest of both the City of Laurel and the Mr. Hull.

PUBLIC HEARING NOTICE

Lance Hull Annexation:

The Laurel City Council will conduct a public hearing at 5:35 p.m., or as soon as practicable thereafter, on Tuesday, August 9, 2022, in the City Council Chambers of Laurel City Hall (115 West 1st Street, Laurel Montana) on a request submitted by Lance Hull. Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acre of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Residential Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition. An annexation Exhibit has been submitted in support of the Petition and Requested Initial Zoning. All documents related to this petition/request are available for inspection in the Office of the Laurel Planner, 115 West 1st Street, during regular business hours.

The City Council will consider the recommendation of the Planning Board and Zoning Commission in addition to requirements of City Resolution R-08-22 (City Annexation Policy), the processes and considerations afforded under 7-2-4601 et. seq. MCA (Annexation by Petition) and 76-2-301 et. seq. MCA (Municipal Zoning), the benefits to the City of Laurel, and the appropriateness of the requested initial Zoning Designation. In particular the City Council must consider the current Laurel Growth Policy, the prevailing use of the subject property, and existing County Zoning, if any. Following the Public Hearing, the City Council may make a decision regarding the Petition for Annexation as well as the Requested Initial Zoning Designation.

Questions concerning this request should be directed to Kurt Markegard, Director of Public Works by phone (406) 628-4796 or electronically at kmarkegard@laurel.mt.gov. Written/e-mailed comments will be accepted until 5:00 p.m. MST on Tuesday, August 2, 2022 and can be submitted in person, by mail or electronically to the following addresses:

Laurel Public Works Department
Attn. Kurt Markegard (Lance Hull Annexation)
115 West 1st Street
Laurel MT 59044

E-mail:

kmarkegard@laurel.mt.gov Be sure to include "Lance Hull Annexation" in the Subject Line!

The City of Laurel is committed to open and transparent government and associated public decision-making processes. Public comment is encouraged.

Publish July 22, 2022 and July 29, 2022.

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Director of Public
Works

PLANNING BOARD AND ZONING COMMISSION **RECOMMENDATION** **LANCE HULL** **Annexation and Initial Zoning**

Applicant:

Lance Hull
1009 Davis Circle
Laurel MT 59044

The Mr. Hull represents 100% of the land ownership. Annexation pursuant to §7-2-4601 et. seq. MCA. (Annexation by Petition).

Request:

Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1, Less Herman Addition. An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

Process:

The annexation petition and requested initial zoning has been scheduled for consideration and a public hearing by the Laurel – Yellowstone City County Planning Board and Zoning Commission for 5:35 p.m. on Wednesday, June 15, 2022. Though not yet scheduled the matter could be considered by the Laurel City Council at a Work Session on July 5 and taken up as an action item on July 12, 2022.

Analysis of the Request

- The Mr. Hull represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy designates the property as a ‘growth area’ of the city.
- The current use of the property is vacant.
- The requested zone City Laurel Multi-Family (RMF) provides for a variety of uses and is consistent with the requirements of R-08-22 that lands embraced by the city be assigned R-7500 or greater.
- The subject property currently is presumed to be zoned County Residential Tracts or is un-zoned Yellowstone County.
- Part 46 annexation requires that the land use designation be ‘consistent with the prevailing use of the property, consistent with the prevailing County Zoning Assignment, and/or consistent with the current growth policy’.
- In addition to the extension of urban scale services the City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments
- The initial zoning must be considered under City Resolution R-08-22 (Annexation), the Laurel Municipal Code Title 17 (Zoning).
- The question of annexation and initial zoning must be heard by the Laurel – Yellowstone City County Planning Board and Zoning Commission.
- Is the requested annexation and initial zoning in the best interest of the City and Citizens of the City of Laurel.
- The property is situated such that street rights-of-way will need to be dedicated to the City on the northern and southern property lines. The dedication of the northern segment will need to be coordinated with the developer of that tract.

Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ The City Council is not required to submit the question of annexation to the qualified electors of the area to be annexed as the petition is signed by 100% of the owners.
- ✓ The city may annex the property as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of Mr. Hull to construct a Residential a Multi-Family complex on the property. The only way the development plan works is to extend the City water and sewer systems to the proposed development.
- ✓ The subject property was included as ‘future growth area’ in the Growth Policy adopted by the City of Laurel. Additionally, the property has been identified on the Laurel Future Land Use Map portion of the Growth Policy as Multi-Family. As such, the requested zoning is consistent with the Laurel Growth Policy.
- ✓ The proposed assignment of RMF meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel RMF Zone is listed along with other Residential land use assignments and is therefore determined to be a “greater than” R-7500 classification.
- ✓ The extension of city services will be at the owner’s expense (R-08-22) and in accordance with the Annexation Agreement as approved by the City Council. .

- ✓ The City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments. These options and the exactions of infrastructure are most beneficial to the Owner, the City of Laurel, and all surrounding properties in conjunction with the proposed development of the property in the future.
- ✓ The city has the ability to provide services to the property both existing and proposed.

12 Point Test for Zoning:

- I. Is the zoning in accordance with the growth policy;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies all of the property proposed for annexation as Multi-Family.
 - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
 - The Residential Multi-Family Zone meets the definition as ‘greater than’ R-7500.

Finding:

The requested zoning is in accordance with the Growth Policy.

- II. Is the zoning designed to lessen congestion in the streets;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The proposed zoning along with the annexation agreement will allow development of the property consistent with surrounding uses of property.
 - Proposed development that would potentially impact roads and streets would require a traffic impact analysis and associated improvements.

Finding:

The requested zoning will not have a material impact on congestion in the streets.

- III. Is the zoning designed to secure safety from fire, panic, and other dangers;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family.
 - Multi-Family development must be constructed in accordance with the prevailing International Code Council standards.
 - Adequate public infrastructure exists or can be readily extended/expanded to serve the development at RMF densities.

Finding:

The requested zoning will not have an adverse impact on safety from fire, panic, or other dangers.

- IV. Is the zoning designed to promote health and the general welfare;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family as a future land use.
 - The connection of the facilities and properties at the time of development to the Laurel municipal water and wastewater systems will have positive impacts to public health and general welfare.

Finding:

The requested zoning will promote the public health and the general welfare.

- V. Is the zoning designed to provide adequate light and air;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The proposed RMF, provides restrictions on structure height, setbacks, lot coverage. These standards exist to provide open spaces and adequate light and air.
 - The existing development has more than adequate separation from surrounding uses.

Finding:

The requested zoning will provide adequate light and air.

- VI. Is the zoning designed to prevent the overcrowding of land;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.

Finding:

The proposed zoning will prevent the overcrowding of land.

- VII. Is the zoning designed to avoid undue concentration of population;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.
 - The subject property is large enough to provide adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the undue concentration of population.

- VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- The requested zoning, without some overlay or modification, will not necessitate the installation of new or additional infrastructure.
 - It is anticipated that a significant portion of the property being annexed will be further developed. It is at that point the additional infrastructure as well as capacities will be evaluated.
 - Some of the public duties, such as police, will shift from Yellowstone County to the City of Laurel but the net effect is minimal.

Finding:

The requested zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Additionally, as the uses of the property change and the intensity of development changes, the city will be able to plan for and be prepared for the anticipated increased demands on their public systems.

- IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
 - The water and sewer infrastructure proposed with the annexation is adequate for the intended use of the property.

Finding:

The requested zoning is consistent with surrounding uses, the Growth Policy and provides for opportunities for additional development with suitable uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
 - The water and sewer infrastructure proposed with the annexation is adequate for development of the property that is consistent with the requested RMF zoning.

Finding:

The requested zoning is in keeping with the character of the development in the area. It also provides for opportunities for additional development with suitable uses.

- XI. Will the zoning conserve the value of buildings;
- The extension and availability of public water and sewer resultant from annexation and initial zoning will add value to buildings as the proposed use is substantially similar to or complementary to surrounding buildings and uses.
 - The requested zoning is consistent with the Growth Policy.
 - The proposed zoning is a logical transition/replacement of County for City, it is not anticipated that there would be any adverse effect on the value of surrounding buildings or lands.

Finding:

The value of existing buildings both on and adjacent to the requested zone will either be enhanced or not effected by the proposed zoning.

- XII. Will the zoning encourage the most appropriate use of land throughout the municipality?
- The requested zoning is consistent with the Growth Policy.
 - The requested zoning is consistent with the prevailing land uses and zoning surrounding the property.
 - A healthy mix of land uses encourages growth and development in the community as a whole. The addition of RMF at this location will benefit not only the housing in Laurel but the need for support and other essential services.

Finding:

The requested zoning provides for the most appropriate use of land in the municipality. It also provides for a significant amount of flexibility for a mixture of uses as contemplated by the District Regulations.

Conclusion:

The petition for annexation into the City of Laurel with the initial zoning assignment of Laurel Multi-Family (RMF) appears to be consistent with the requirements of Part 46 Annexation and City Council Resolution R-08-22. Additionally, the annexation, extension of services, and initial zoning assignment in the best interest of both the City of Laurel and the Mr. Hull.

RECOMMENDATION

The Laurel – Yellowstone City County Planning Board recommend that the Laurel City Council adopt the Findings of Fact outlined in this Recommendation and approve the Annexation and Initial Zoning requested by Mr. Hall subject to the following:

- That an Amended Plat or Certificate of Survey suitable for filing with Yellowstone County that describes the tract of land to be Annexed is submitted by the Developer.
- That an Annexation Agreement is submitted for acceptance by the City Council.

File Attachments for Item:

6. Ordinance No. O22-01: An Ordinance Amending Certain Chapters Of Title 14 Of The Laurel Municipal Code Relating To The Adoption And Enforcement Of Building, Energy Conservation, And Swimming Pool And Spa Codes For The City Of Laurel As Required By The State Of Montana

ORDINANCE NO. 022-01

AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 14 OF THE LAUREL MUNICIPAL CODE RELATING TO THE ADOPTION AND ENFORCEMENT OF BUILDING, ENERGY CONSERVATION, AND SWIMMING POOL AND SPA CODES FOR THE CITY OF LAUREL AS REQUIRED BY THE STATE OF MONTANA

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 Title 14 as noted herein and hereby recommends the same to the City Council for their full approval.

Chapter 14.12 INTERNATIONAL BUILDING CODE, 2021~~18~~ EDITION

14.12.010 Adoption.

A. The Ceity of Laurel hereby adopts by reference, pursuant to MCA Section 50-60-301 (1)(a), the International Building Code, 2021~~18~~ Edition, as provided by the Administrative Rules of Montana (ARM) 24.301.131 (1) through (3) with Appendix Chapter C (Group U- Agricultural Buildings) and modified through ARM 24.301.146 (1) through (44), and as required to be adopted by the Department of Labor and Industry, Building and Commercial Measurements Bureau.

B. One full printed copy of the Ceode shall be available in the offices of the Ceity Planning Department.

C. The International Building Code 2021 Edition is made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length. It shall be known and designated as the "International Building Code" of the City.

(Ord. 05-15 (part), 2005)

(Admin. Order AO-15-01 § 1, 2-24-2015; Ord. No. O20-01, 1-28-2020)

Chapter 14.16 INTERNATIONAL RESIDENTIAL BUILDING CODE, 2018 EDITION

14.16.010 Adoption.

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A. The City of Laurel hereby adopts by reference pursuant to MCA Section 50-60-301 (1)(a), MCA the International Residential Code, 2018 Edition, as modified by the Administrative Rules of Montana (ARM) 24.301.154 (1) through (24) with Appendix Q Tiny Houses, as permitted by ARM 24.301.154 (2) (a), and as required to be adopted by the Department of Labor and Industry, Building and Commercial Measurements Bureau.

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B. One full printed copy of the Code shall be available in the offices of the City Planning Department.

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C. The International Residential Building Code 2018 Edition is made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length. It shall be known and designated as the "International Residential Building Code" of the City.

(Ord. 05-15 (part), 2005)

(Admin. Order AO15-01, § 2, 2-24-2015; Ord. No. O20-01, 1-28-2020)

Chapter 14.18 INTERNATIONAL EXISTING BUILDING CODE, 2021~~18~~ EDITION

14.18.010 Adoption.

A. The City of Laurel hereby adopts by reference, pursuant to MCA Section 50-60-301 (1)(a), the International Existing Building Code, 2021~~18~~ Edition, as provided by the Administrative Rules of Montana (ARM) 24.301.171 (1) through (4), and as required to be adopted by the Department of Labor and Industry, Building and Commercial Measurements Bureau.

B. One full printed copy of the Code shall be available in the offices of the City Planning Department.

C. The International Existing Building Code 2021 Edition is made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length. It shall be known and designated as the "International Existing Building Code" of the City.

(Ord. 05-15 (part), 2005)

(Admin. Order AO15-01, § 3, 2-24-2015; Ord. No. O20-01, 1-28-2020)

**Chapter 14.22 INTERNATIONAL ENERGY CONSERVATION CODE,
2021+8 EDITION**

14.22.010 Adoption.

A. The International Energy Conservation Code, 2021+8 Edition, is adopted by and declared to be the Eenergy Ceonservation Ceode of the Ceity, for the purpose of providing minimum requirements for the design of new buildings and structures and additions to existing buildings, regulating their exterior envelopes and selection of their heating, ventilating, air conditioning, service water heating, electrical distribution and illuminating systems, and equipment for effective use of energy.

B. One full printed copy of the Ceode shall be available in the offices of the Ceity Planning Department.

C. The International Energy Conservation 2021+8 Edition, is adopted by reference and made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length. It shall be known and designated as the "Energy Conservation Code" of the Ceity.

(Ord. 07-04, 2007)

(Admin. Order, § 5, 2-24-2015)

**Chapter 14.23 INTERNATIONAL SWIMMING POOL AND SPA
CODE, 2021+8 EDITION**

14.23.010 Adoption.

A. The Ceity of Laurel hereby adopts by reference, pursuant to MCA Section 50-60-301 (1)(a), MCA and Administrative Rules of Montana (ARM) 24.301.175 (2), the Swimming Pool and Spa Code, 2021+8 Edition, as modified by the Administrative Rules of Montana (ARM) 24.301.175 (1) through (6), and as required to be adopted by the Department of Labor and Industry, Building and Commercial Measurements Bureau.

B. One full printed copy of the Code shall be available in the offices of the City Planning Department.

C. The International Swimming Pool and Spa Code 2021 Edition is made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length. It shall be known and designated as the "International Swimming Pool and Spa Code" of the City.

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(Ord. No. O20-01, 1-28-2020)

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 26th day of July 2022, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the ____ day of _____, 2022, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the ____ day of _____, 2022.

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. Ordinance No. O22-02: An Ordinance Amending Section 1.28.040 Of The Laurel Municipal Code Relating To Technical Codes For The City Of Laurel

ORDINANCE NO. 022-02

AN ORDINANCE AMENDING SECTION 1.28.040 OF THE LAUREL MUNICIPAL CODE RELATING TO TECHNICAL CODES 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, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 1.28.040 as noted herein and hereby recommends the same to the City Council for their full approval.

Chapter 1.28.040 – Technical Codes.

A. The governing body of the City may adopt technical building, zoning, health, electrical, fire and plumbing codes in whole or in part by reference. At least thirty (30) days prior to final action by the City Council, notice of intent to adopt a technical code in whole or in part by reference shall be published in a newspaper of general circulation in the City and ~~three copies~~ a copy of the code, or part to be adopted, shall be filed with the City Clerk-Treasurer and the City Planning Department for inspection by the public.

B. If a technical code, or part of a code, is adopted by reference, a record in the ordinance book may be made by recording the ordinance without setting forth the provisions of the code, or part of a code, adopted.

B.C. Any amendment adopted or requested by the Montana Department of Labor and Industry, Building Codes Bureau, which applies to local government jurisdictions including the adoption of the latest editions of the model technical codes to include, but not be limited to, building, plumbing, electrical and mechanical codes, or any applicable Montana Administrative Rules (ARM) modifying the aforementioned building codes may be adopted by administrative order, signed by the Mayor, and shall become effective sixty (60) days after the order is signed.

(Ord. 02-3, 2002; Ord. 97-2 § 4 (part), 1997; prior code § 1.14.040)

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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 26th day of July 2022, upon Motion by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading on the ____ day of _____, 2022, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the ____ day of _____, 2022.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney