



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JULY 07, 2026
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. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. 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.*

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.

General Items

1. Public Works Committee Appointment (One Vacancy)
2. Laurel Airport Authority Appointment (One Vacancy)
3. Cemetery Commission Appointments (Three Vacancies)
4. Laurel Urban Renewal Agency - Advisory (Two Vacancies)
5. Library Board Appointment (One Vacancy)
6. Police Commission Appointment (One Vacancy)
7. City/Council Planning Board Appointment (One Vacancy)

Executive Review

8. **Mayor:** Resolution - A Resolution Of The City Council Authorizing The Addition Of City Mayor Kris R. Voegelé To All Such Accounts.
9. **Planning:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Montana Railroad Services, Inc.
10. **Planning:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Amendment To Task Order No. 2 And All Related Documents For The Lura Surveys And Project 1 Design, Permitting, Bidding, And Construction Administration By And Between The City Of Laurel And Triple Tree Engineering
11. Ordinance No. O26-03: An Emergency Ordinance Of The City Of Laurel Temporarily Imposing A Moratorium On Annexation Applications In Order To Evaluate Municipal Infrastructure Capacity, Water System Demands, The Impacts Of Recent Changes In State Law, And The Proper Future Growth Plans For The City Of Laurel.

Council Issues

12. **Public Works:** Lift Pump Installation

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. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

2. Laurel Airport Authority Appointment (One Vacancy)

Douglas J Myers
1915 Waterwood Drive
Laurel, MT 59044
406-633-5299

myerdouj1956@outlook.com

Laurel City Hall
Office of the Mayor
115 West 1st Street
Laurel, MT 59044

Subject: Reappointment Request – Doug Myers (current LAA Board member)

04/17/2026

Folks,

My current term of service expires this June 30, 2026.

I would like to continue serving on the board and therefore request that you reappoint me.

I would appreciate your consideration.

Let me know if you need any additional information from me.

Thank you for your time and help.

Respectfully,

A handwritten signature in black ink, appearing to read 'Doug Myers', with a long horizontal flourish extending to the right.

Douglas J Myers

File Attachments for Item:

3. Cemetery Commission Appointments (Three Vacancies)

Reappoint to Cemetery Board.

From Ward 1B <ward1b@laurel.mt.gov>

Date Wed 5/13/2026 12:31 PM

To City Mayor <citymayor@laurel.mt.gov>; Brittney Harakal <bharakal@laurel.mt.gov>; Kelly Strecker <kstrecker@laurel.mt.gov>

Dear Mayor Dave,

I would like to thank you for allowing me to serve on the City of Laurel Cemetery Commission. Please consider me for reappointment to the Laurel Cemetery Commission for another term.

Sincerely,
CC President Canape.

April 21, 2026

Dear Mayor Wagner

I, Wallace Hall, is interested
in being reappointed to the Cemetery
board for the City of Laurel.

I have been honored to serve
on the Cemetery Board.

Wallace E. Hall

File Attachments for Item:

5. Library Board Appointment (One Vacancy)

Kate Manley
1018 Seventh Ave
Laurel, MT 59044
406-839-7866

To Whom It May Concern:

I received your letter, and I am interested in serving another term on the Laurel Public Library board.

Thank you for the opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Kate Manley". The signature is written in black ink and is positioned to the right of the typed name.

Kate Manley

File Attachments for Item:

6. Police Commission Appointment (One Vacancy)

Brittney Harakal

From: Kelly Strecker
Sent: Saturday, June 20, 2026 10:45 AM
To: Brittney Harakal
Subject: Fw: Police Commission

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From: Larry McPhail <breakthrough2k2@hotmail.com>
Sent: Friday, 19 June 2026 11:53:43
To: City Clerk <cityclerk@laurel.mt.gov>
Subject: Police Commission

I would like to place my name in for consideration and appointment to the police commission board.
Thank you

Larry McPhail

File Attachments for Item:

7. City/Council Planning Board Appointment (One Vacancy)

Brittney Harakal

From: Ward 4B
Sent: Friday, April 10, 2026 3:31 PM
To: City Mayor; Brittney Harakal
Subject: Reference my position on the Laurel City/County planning board. I would like to be reappointed to that board. I believe it to be a honor to serve on that board. C C Richard A Klose SR.

File Attachments for Item:

8. Mayor: Resolution - A Resolution Of The City Council Authorizing The Addition Of City Mayor Kris R. Voegelé To All Such Accounts.

RESOLUTION NO. R26-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE ADDITION OF CITY MAYOR KRIS R. VOGELE TO ALL SUCH ACCOUNTS.

WHEREAS, Kris R. Vogele is now City Mayor for the City of Laurel; and

WHEREAS, the adding of City Mayor Kris R. Vogele to all City accounts, effective upon passage of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana that the Mayor is hereby authorized to add Kris R. Vogele City Mayor to all City accounts.

Introduced at a regular meeting of the City Council on the 14th day of July, 2026 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the 14th day of July, 2026.

APPROVED by the Mayor the 14th day of July, 2026.

CITY OF LAUREL

Kris R. Vogele, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Ryan C. Addis, Civil City Attorney

File Attachments for Item:

9. Planning: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With Montana Railroad Services, Inc.

RESOLUTION NO. R26-18

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH MONTANA RAILROAD SERVICES, INC.

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and Montana Railroad Services, Inc., a copy attached hereto and incorporated herein, is hereby approved.

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

Introduced at a regular meeting of the City Council on the 14th day of July 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 14th day of July 2026.

APPROVED by the Mayor on the 14th day of July 2026.

CITY OF LAUREL

Kris R. Vogele, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Ryan C. Addis, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 14th day of July, 2026, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Montana Railroad Services Inc., a contractor licensed to conduct business in the State of Montana, whose address is 17 Klamert Ln Joliet, MT 59041, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated May 27, 2026, attached hereto as Exhibit “A” and by this reference made part of this contract.

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

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

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor twenty-two thousand five hundred fifty-six dollars and no cents (\$22,556.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

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

results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price exceeds Eighty Thousand Dollars (\$80,000). This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

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

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

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

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

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

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

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

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

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

**SECTION FIVE
INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. Contractor shall provide the City with a Certificate of Liability Insurance, issued by an insurance company licensed to do business in the State of Montana, which meets the following requirements: (a) the Contractor is the insured party; (b) a minimum of \$1.5 million per occurrence liability coverage; (c) valid throughout the length of this Contract; and (d) "City of Laurel" must be named as an additional insured.

**SECTION SIX
COMPLIANCE WITH LAWS**

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

**SECTION SEVEN
NONDISCRIMINATION**

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

**SECTION EIGHT
DEFAULT**

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

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent

postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

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

**SECTION ELEVEN
ATTORNEY FEES**

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

**SECTION TWELVE
ENTIRE AGREEMENT**

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

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

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

**SECTION FOURTEEN
SEVERABILITY**

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

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 14th DAY OF JULY 2026.

CITY OF LAUREL

CONTRACTOR

Kris R. Vogele, Mayor

Montana Railroad Services, Inc.

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

Montana Railroad Services Inc

17 Klamert Ln
 Joliet, MT 59041
 Ph#406-962-3514

Quote Proposal

Date	Estimate #
5/27/2026	1147

Name / Address
Fox Lumber Sales, Inc. Attn Quintin PO Box 1000 Hamilton, MT 59840

Project
FOX LUMBER & CITY OF LAUREL REMOVE ASPHALT CROSSING ON RAILROAD STREET INSTALL NEW CONCRETE CROSSING

Qty	Description	Total
1	PROVIDE THE FOLLOWING MATERIAL:	
1	NEW 48' CROSSING PANELS	22,556.00
2	TN 115# RAIL	2,300.00
34	10' CROSSTIES	2,346.00
2	KEGS OF SPIKES	495.00
16	BOLTS/NUTS/ WASHERS	156.00
20	TN BALLAST	1,380.00
1	TOTAL MATERIAL \$29,233.00	
1	PROVIDE LABOR & EQUIPMENT (INCL MOBILIZATION) TO PERFORM THE FOLLOWING:	
1	CUT OUT ASPHALT	
1	REMOVE EXISTING CROSSING & EXISTING TRACK	
1	INSTALL NEW TRACK & NEW CONCRETE CROSSING	
1	TOTAL LABOR & EQUIPMENT	13,734.00
	WE PROPOSE THAT THE CITY OF LAUREL PROVIDE AND INSTALL ASPHALT TO MATCH UP TO THE CONCRETE CROSSING, AND ALSO PROVIDE SIGNAGE FOR ROAD CLOSURE - 3 DAYS	
	CONCRETE CROSSING WILL TAKE 4-6 WEEKS ONCE WE GET THE GO AHEAD TO ORDER. MATERIAL COST DUE 15 DAYS UPON DELIVERY.	
Thank you for your consideration		
Total		\$42,967.00

If you have any questions please give me a call.
 Best Regards,
 Rob Robinson, President
 Cell 406-671-5344
 Email: robr@mtrrservices.com

*LURA
 22,556.00*

Montana Railroad Services Inc

17 Klamert Ln
 Joliet, MT 59041
 Ph# 406-962-3514

Invoice

Date	Invoice #
6/11/2026	7387

Bill To
City of Laurel ATTN: Forrest Sanderson TIF District PO Box 10 Laurel MT 59044

Ship To

P.O. No.	Terms	Ship Date	FOB
	Net 15	6/11/2026	

Qty	Description	Rate	Amount
1	48R CONCRETE CROSSING PANELS ON RAILROAD STREET	22,556.00	22,556.00

Thank you for your business.	Total	\$22,556.00
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Web Site	E-mail
www.mtrrservices.com	krobinson@mtrrservices.com

File Attachments for Item:

10. Planning: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute The Amendment To Task Order No. 2 And All Related Documents For The Lura Surveys And Project 1 Design, Permitting, Bidding, And Construction Administration By And Between The City Of Laurel And Triple Tree Engineering

RESOLUTION NO. R26-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO TASK ORDER NO. 2 AND ALL RELATED DOCUMENTS FOR THE LURA SURVEYS AND PROJECT 1 DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION ADMINISTRATION BY AND BETWEEN THE CITY OF LAUREL AND TRIPLE TREE ENGINEERING

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

Section 1: Approval. The Amendment to Task Order No. 2 and all related documents, by and between the City of Laurel and Triple Tree Engineering, for the LURA Surveys and Project 1 Design, Permitting, Bidding, and Construction Administration, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Amendment to Task Order No. 2 and all related documents, by and between the City of Laurel and Triple Tree Engineering.

Introduced at a regular meeting of the City Council on the 14th day of July 2026, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the 14th day of July 2026.

APPROVED by the Mayor on the 14th day of July 2026.

CITY OF LAUREL

Kris R. Vogele, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Civil City Attorney

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 14, 2025.

Amendment To Task Order No. 2

1. Background Data:

- a. Effective Date of Task Order: January 14, 2025
- b. Owner: City of Laurel
- c. Engineer: Triple Tree Engineering Inc.
- d. Specific Project: LURA Surveys and Project 1 Design, Permitting, Bidding, and Construction Administration

2. Description of Modifications

The following scope shall replace section 2.A.1.b of the original project scope

- a. *“b. Provide construction engineering services. Construction engineering tasks include preparation of notice of award (NOA), coordination of owner/contractor agreement, preparation of conformed documents, preparation of notice to proceed (NTP), submittal review, pay request review, addressing contractor questions, facilitate weekly construction meetings, facilitation of substantial completion walkthrough, preparation of certificate of substantial completion, facilitation of final walkthrough, preparation of certificate of final completion. Resident project representatives (RPR) services during construction are included.*
 - i. *The proposed cost includes RPR for three days a week full-day onsite presence for up to 23 weeks of construction, and up to five additional full day trips for the project manager. “*
- b. Additional construction engineering or RPR services beyond those identified above shall be considered Additional Services.
- c. For the modifications to services set forth above, Owner shall pay Engineer the following additional compensation: **\$124,800**
- d. The schedule for rendering services under this Task Order is modified as follows:
 - i. Modify Section 4.B of the Task Order #2 as follows:
 - 1) Open Bids – May 19, 2026
 - 2) Begin Construction – July 6, 2026
 - 3) Complete Construction – December 1, 2026

Exhibit K – Amendment to Task Order

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and American Society of Civil Engineers. All rights reserved.

Page 1

3. Task Order Summary (Reference only)

- a. Original Task Order amount: **\$ 249,000**
- b. Net change for prior amendments: **\$ 73,700**
- c. This amendment amount: **\$ 124,800**
- d. Adjusted Task Order amount: **\$ 447,500**

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 05/19/2026.

OWNER:

By: _____

Title: Mayor

Date
Signed: _____

ENGINEER:

By: Brad Koon

Title: President

Date
Signed: _____

File Attachments for Item:

11. Ordinance No. O26-03: An Emergency Ordinance Of The City Of Laurel Temporarily Imposing A Moratorium On Annexation Applications In Order To Evaluate Municipal Infrastructure Capacity, Water System Demands, The Impacts Of Recent Changes In State Law, And The Proper Future Growth Plans For The City Of Laurel.

ORDINANCE NO. 026-03

AN EMERGENCY ORDINANCE OF THE CITY OF LAUREL TEMPORARILY IMPOSING A MORATORIUM ON ANNEXATION APPLICATIONS IN ORDER TO EVALUATE MUNICIPAL INFRASTRUCTURE CAPACITY, WATER SYSTEM DEMANDS, THE IMPACTS OF RECENT CHANGES IN STATE LAW, AND THE PROPER FUTURE GROWTH PLANS FOR THE CITY OF LAUREL.

WHEREAS, the purpose of this Emergency Ordinance is to preserve the status quo and temporarily suspend annexation proceedings while the City puts a plan in place to evaluate the capacity of its infrastructure, including potable water supply, water storage, and municipal service capabilities, to assess the impacts of recent changes to Montana law affecting municipal land-use regulation, and to ensure proper future growth plans for the City of Laurel;

WHEREAS, this Emergency Ordinance is adopted pursuant to Mont. Code Ann. §7-5-104, as follows:

7-5-104. Emergency ordinance. In the event of an emergency, the governing body may waive the second reading. An ordinance passed in response to an emergency shall recite the facts giving rise to the emergency and requires a two-thirds vote of the whole governing body for passage. An emergency ordinance shall be effective on passage and approval and shall remain effective for no more than 90 days.

WHEREAS, the City makes the following legislative findings, related to this Emergency Ordinance:

1. The City of Laurel is responsible for providing safe potable water and municipal services to residents within the city limits.
2. The City currently has known infrastructure constraints within its water system, including limited water storage capacity and areas dependent upon temporary booster infrastructure.
3. Engineering analysis and planning documents have identified the need for additional infrastructure improvements.
4. The City is presently evaluating long-term water demand associated with significant industrial and municipal users within the City.
5. Recent amendments to Montana law, including §76-2-345 MCA, have altered municipal land-use authority and may increase development pressure.
6. The City believes that the following planning, in part, is necessary, in order to ensure proper annexation and services to City of Laurel residents: (a)

engineering staff certify water capacity; (b) storage impact is analyzed; (c) fire-flow requirements are confirmed; (d) service extension costs are identified; (e) emergency response service demands are evaluated; (f) infrastructure demand related to commercial and residential properties is evaluated; and (g) all other City service demands are evaluated and assessed, prior to any other approved growth within the City.

7. Properties contiguous to the City that may be eligible for annexation include substantial tracts of undeveloped land.
8. Preliminary estimates indicate potential annexation requests could involve approximately 50 to 60 blocks of developable land, if not more.
9. Municipalities that annex property must provide municipal services to annexed areas and in certain circumstances supply services to properties proposed for subdivision.
10. The City must ensure infrastructure can safely serve both existing residents and future development.
11. Immediate annexation consideration could jeopardize safe and reliable infrastructure.
12. The City has not completed current engineering confirmation of available potable water reserve for additional annexed territory.
13. The City is presently evaluating contractual water obligations involving major industrial consumption, including anticipated long-term municipal demand impacts.
14. Emergency services delivery capacity for certain contiguous growth areas has not been fully verified.
15. Annexation without immediate engineering verification may impair service reliability to existing residents.
16. Municipal emergency medical, police, and fire response impacts for newly annexed territory require updated review.
17. Temporary delay is necessary to prevent commitment of municipal services before capacity is known.
18. The City requires time to arrange to conduct engineering review, infrastructure review, and policy evaluation.

19. This Emergency Ordinance is not directed at any particular development proposal, and it applies citywide to all annexation requests equally without regard to applicant identity, land use type, or pending proposal.
20. This Emergency Ordinance shall not be applicable to any developer who currently holds a valid/unexpired City Council issued Approval for Conditional Annexation, Preliminary Subdivision Plat, or Initial Zoning Assignment.

WHEREAS, effective immediately upon passage, the City shall not accept, process, review, or approve any annexation petition, application, or request;

WHEREAS, this Emergency Ordinance is effective immediately upon passage and approval and shall remain in effect for ninety (90) days unless earlier repealed by the City Council;

WHEREAS, this Emergency Ordinance requires a two-thirds vote of the whole governing body;

WHEREAS, the City Council finds that this Ordinance is necessary for the immediate preservation of public health, safety, and welfare and shall take effect immediately upon passage, and the City Council waives a second reading of this Emergency Ordinance.

PASSED and ADOPTED on first reading (second reading waived) at a meeting of the City Council on the 14th day of July 2026, upon Motion by Council Member _____.

APPROVED BY THE MAYOR on the 14th day of July 2026.

CITY OF LAUREL

Kris R. Vogele, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer